



Dakota County

Board of Commissioners

Agenda

Tuesday, January 6, 2026

9:00 AM

Boardroom, Administration Center,
Hastings, MN

View Live Broadcast

<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

If you wish to speak to an agenda item or an item not on the agenda, please notify the Clerk to the Board via email at CountyAdmin@co.dakota.mn.us
Commissioners may participate in the meeting by interactive technology.

1. **Call to Order and Roll Call**
2. **Pledge of Allegiance with Dakota County Sheriff's Honor Guard**
3. **Election of 2026 Officers**
 - 3.1 Election of 2026 County Board Chair
 - 3.2 Election of 2026 County Board Vice-Chair

4. **Audience**

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

5. **Agenda**
 - 5.1 Approval of Agenda (Additions/Corrections/Deletions)

CONSENT AGENDA

6. **County Administration - Approval of Minutes**
 - 6.1 Approval of Minutes of Meetings Held on December 16, 2025
7. **Central Operations**
 - 7.1 *Office Of Risk Management* - Authorization To Execute Contract With Motorola Solutions To Provide Post-Warranty Support Services For Dakota County 800 MHz Subsystem

- 7.2 *Information Technology* - Authorization To Execute Contract For Purchase Of Esri, Inc., Enterprise Geographic Information Services Software Licenses
- 7.3 *Information Technology* - Authorization To Execute A Contract With The State Of Minnesota MN.IT Whole-Of-State Cybersecurity Plan
- 7.4 *Information Technology* - Authorization To Execute Contract With Oracle America, Inc. For Enterprise Resource Planning Software Licenses

8. County Board/County Administration

- 8.1 *Office Of The County Manager* - Official County Newspaper And Public Notices
- 8.2 *Office Of The County Manager* - Appointment Of County Board Members To Boards/Committees For 2026
- 8.3 *Office Of The County Manager* - Ratification Of Appointment Of Chairs Of Committees Of The Whole For 2026
- 8.4 *Office Of The County Manager* - Designation Of 2026 Official Voting Delegates For Association Of Minnesota Counties
- 8.5 *Office Of The County Manager* - Appointments To Metropolitan Emergency Services Board Radio Technical Operations Committee And 911 Technical Operations Committee
- 8.6 *Office Of The County Manager* - Appointment To Rosemount Research And Outreach Center Advisory Committee
- 8.7 *Office Of The County Manager* - Appointment To Airlake Airport Advisory Commission
- 8.8 *Office Of The County Manager* - Appointments To Extension Committee
- 8.9 *Office Of The County Manager* - Appointments To Library Advisory Committee
- 8.10 *Office Of The County Manager* - Appointments To Personnel Board Of Appeals
- 8.11 *Office Of The County Manager* - Appointments To Planning Commission
- 8.12 *Office Of The County Manager* - Appointments To Public Art Advisory Committee
- 8.13 *Office Of The County Manager* - Appointments To Special Board Of Appeals And Equalization

8.14 *Office Of The County Manager* - Appointment Of At-Large Commissioner To Dakota County Community Development Agency Board

8.15 *Human Resources* - Approval Of Revisions To Policies 3200 Pay Practices And 3380 Separation From Employment

9. Community Services

9.1 *Community Services Administration* - Authorization To Execute Grant Agreement With Legal Assistance Of Dakota County, Ltd.

10. Physical Development

10.1 *Physical Development Administration* - Authorization To Purchase Fleet Vehicles And Equipment

10.2 *Facilities Management* - Authorization To Amend Contract With Gilbert Mechanical Contractors, LLC, For 2025 Building Automation Services

10.3 *Environmental Resources* - Authorization To Execute Minnesota Board Of Water And Soil Resources Natural Resources Block Grant Program Agreement

10.4 *Parks* - Authorization To Execute Joint Powers Agreement With City Of Rosemount For Natural Resource Restoration On McMenomy Permanent Natural Area Conservation Easement

10.5 *Parks* - Authorization To Award And Execute Consultant Contract With Kimley-Horn And Associates, Inc. For Alignment Analysis Services For Vermillion Highlands Greenway In Cities Of Rosemount And Empire, And Amend Budget To Move Funding For New Project, Project #2000642

10.6 *Transportation* - Authorization To Award Direct Purchase Of Signal Steel From Millerbernd Manufacturing Company, LLC, For County State Aid Highway 42 (145th Street) At Trunk Highway 52 Interchange In Rosemount, County Project 42-174

10.7 *Transportation* - Authorization To Award Direct Purchase Of Steel From Millerbernd Manufacturing Company, For County State Aid Highway 42 (150th Street W) Signal Replacements At Garrett Avenue And Pilot Knob Road (County State Aid Highway 31), And Garrett Avenue Roadway Improvements In City Of Apple Valley, County Project 42-177

- 10.8** *Transportation* - Authorization To Execute Contracts With Xcel Energy And Dakota Electric Association For Installation Of Street Lighting For Two Roundabouts Along County State Aid Highway 86 (280th Street W) At Trunk Highway 3 And Trunk Highway 56, County Projects 86-043 And 86-044
- 10.9** *Transportation* - Authorization To Execute Contract With Dakota Electric Association For Installation Of Street Lighting Along County State Aid Highway 31 (Pilot Knob Road) At Upper 147th Street In City Of Apple Valley, County Project 31-118

REGULAR AGENDA

11. Community Services

- 11.1** *Social Services-Children and Family Services* - Authorization To Apply To Minnesota Department Of Children, Youth, And Families Request For Proposals To Implement And Expand Family First Prevention Services, Accept Grant Funds, Execute Grant Agreement And Related Contracts, And Amend 2026 Social Services Budget

12. Transportation

- 12.1** *Transportation* - Authorization To Execute Contract With Collins Electrical Construction Co. For Temporary Signal Construction At County State Aid Highway 46 And Trunk Highway 52 And Execute Cooperative Agreement 1061519 With Minnesota Department Of Transportation, County Project 46-67

13. Interagency Reports/Commissioner Updates

Association of Minnesota Counties (AMC)
Metropolitan Emergency Services Board
Minnesota Inter-County Association (MICA)
Metropolitan Mosquito Control District Commission
National Association of Counties (NACo)
Transportation Advisory Board (TAB)
Vermillion River Watershed Joint Powers Board
Workforce Development Board
Others

14. County Manager's Report

15. Information

- 15.1** Information
See Attachment for future Board meetings and other activities.

16. Adjournment

16.1 Adjournment

For more information, call 651-438-4417

**Dakota County Board meeting agendas are available online at
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>
Public Comment can be sent to CountyAdmin@co.dakota.mn.us**



Board of Commissioners

Request for Board Action

Item Number: DC-5232

Agenda #: 3.1

Meeting Date: 1/6/2026

Election of 2026 County Board Chair



Board of Commissioners

Request for Board Action

Item Number: DC-5233

Agenda #: 3.2

Meeting Date: 1/6/2026

Election of 2026 County Board Vice-Chair



Board of Commissioners

Request for Board Action

Item Number: DC-5221

Agenda #: 5.1

Meeting Date: 1/6/2026

Approval of Agenda (Additions/Corrections/Deletions)



Board of Commissioners

Request for Board Action

Item Number: DC-5222

Agenda #: 6.1

Meeting Date: 1/6/2026

Approval of Minutes of Meetings Held on December 16, 2025



Dakota County

Board of Commissioners

Minutes

Tuesday, December 16, 2025

9:00 AM

Boardroom, Administration Center,
Hastings, MN

1. Call to Order and Roll Call

Present: Commissioner Mike Slavik
Commissioner Joe Atkins
Commissioner Laurie Halverson
Commissioner William Droste
Commissioner Liz Workman
Commissioner Mary Liz Holberg
Commissioner Mary Hamann-Roland

2. Pledge of Allegiance

The meeting was called to order at 9:00 a.m. by Chair Slavik who welcomed everyone and opened the meeting with the Pledge of Allegiance.

3. Audience

Chair Slavik noted that all public comments can be sent to CountyAdmin@co.dakota.mn.us. No comments were received for this agenda.

4. Agenda

4.1 Resolution No: 25-590
Approval of Agenda (Additions/Corrections/Deletions)

Motion: Liz Workman

Second: Mary Hamann-Roland

Ayes: 7

5. Presentation

Minnesota Inter-County Association (MICA) and Association of Minnesota Counties (AMC)
Annual Update

The following agencies and representatives gave brief legislative overviews and responded to questions.

- Minnesota Inter-County Association (MICA) - Nathan Jesson
- Association of Minnesota Counties (AMC) - Matt Hilgart

CONSENT AGENDA

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Halverson, the Consent agenda was approved as follows:

6. County Administration - Approval of Minutes**6.1** Resolution No: 25-591

Approval of Minutes of Meetings Held on December 2, 2025

Motion: Mary Hamann-Roland

Second: Laurie Halverson

Ayes: 7

7. Items Recommended by Board Committee***7.1** Resolution No: 25-592

Approval Of 2026 Planning Commission Work Plan

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, Dakota County Ordinance No. 118 establishes the powers and duties of the Planning Commission to make recommendations on plans, policies, and programs, as directed by the County Board; and

WHEREAS, County Policy No. 1015 provides direction regarding citizen advisory committees and states that the Planning Commission is required to consult annually with the County Board to seek concurrence regarding the topics they will study or on which they will advise the County Board; and

WHEREAS, the County Board has identified topics for 2026, including the preparation of plans for natural resources, parks, greenways, and transportation; and

WHEREAS, the Planning Commission's 2026 Work Plan is consistent with County Board projects.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the Planning Commission's 2026 Work Plan as presented to the Physical Development Committee of the Whole on December 2, 2025.

Ayes: 7

7.2 Resolution No: 25-593

Approval Of Public Art Advisory Committee 2026 Work Plan

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, County Policy states that advisory committees are required to consult annually with the County Board to seek concurrence regarding the topics they will study or which they advise the County Board; and

WHEREAS, the Public Art Advisory Committee has discussed and drafted potential directions for their efforts in 2026; and

WHEREAS, staff recommends that the Public Art Advisory Committee 2026 work plan to assist with public art blueprint planning, analyze public art inventory along greenways, host student art contest and collaborate and consult with departments on public art initiatives be approved.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the Public Art Advisory Committee 2026 work plan.

Ayes: 7

7.3 Resolution No: 25-594
Approval Of Library Advisory Committee 2026 Work Plan

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, County policy states that advisory committees are required to consult annually with the County Board to seek concurrence regarding topics they will study or advise on, which are outlined in their annual work plan; and

WHEREAS, the Library Advisory Committee drafted potential direction for their efforts in 2026; and

WHEREAS, Library staff recommends that the Library Advisory Committee 2026 work plan about community input on library services, spaces, policies and awareness efforts be approved.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the Library Advisory Committee 2026 work plan.

Ayes: 7

7.4 Resolution No: 25-595
Approval Of Right Of Way Acquisition And Authorization To Initiate Quick-Take Condemnation For Regional Trail Easement For Veterans Memorial Greenway In Cities Of Eagan And Inver Grove Heights, County Project P00147

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, by Resolution No. 08-162 (April 4, 2008), the Dakota County Board adopted the Dakota County Park System Plan that establishes a vision for a 200-mile network of connected greenway trails to provide safe and efficient multi-modal transportation across the region, along with high-quality recreational and educational opportunities which harmonize with natural resource preservation; and

WHEREAS, as part of this vision, by Resolution No. 17-493 (September 26, 2017), the Dakota County Board of Commissioners approved the Rich Valley Regional Greenway Master Plan, now known as the Veterans Memorial

Greenway Master Plan, to honor Dakota County's more than 25,000 veterans; and

WHEREAS, consistent with the above-stated policies, Dakota County is proceeding with the Veterans Memorial Greenway County Project (CP) P00147, to construct approximately five miles of regional trail, including interpretive nodes placed along the trail that honor and recognize the sacrifice made by veterans and provide a place for healing and sharing their stories through interpretative elements; and

WHEREAS, Dakota County is the lead agency for design, construction administration, and right of way acquisition for the Project; and

WHEREAS, construction is proposed to begin in 2026, and the project is being partially funded with federal funds, which require the timely acquisition of right of way for the authorization of project bidding; and

WHEREAS, the County Board previously authorized acquisition of right of way for Parcels 3, 4, and 5 through direct negotiation by Resolution No. 24-594 (December 3, 2024); and

WHEREAS, negotiations have not resulted in acquisition agreements for Parcels 3, 4, and 5; and

WHEREAS, in order to maintain the project schedule and comply with funding requirements, Dakota County must proceed with quick-take condemnation to acquire the required easements.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney's Office to initiate quick-take condemnation of the following parcels:

20-58500-04-070 - Jacquelynne and Scott Baker - Parcel 3

A permanent easement for greenway purposes over, under, and across the north 60.27 feet of Lot 16, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

Said greenway easement contains approximately 6,026 square feet.

10-44300-01-170 - Robert Snyder - Parcel 4

A temporary easement for greenway purposes over, under, and across the south 15.00 feet of the north 75.27 feet of Lot 17, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

A permanent easement for greenway purposes over, under, and across

the north 60.27 feet of Lot 17, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

Said temporary easement contains approximately 1,506 square feet.
Said greenway easement contains approximately 6,054 square feet.

10-44300-01-180 - Nicole Medin - Parcel 5

A temporary easement for greenway purposes over, under, and across the south 15.00 feet of the north 75.27 feet of Lot 18, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

A permanent easement for greenway purposes over, under, and across the north 60.27 feet of Lot 18, Block 1, Lakeside Estates, according to the recorded plat thereof, Dakota County, Minnesota.

Said temporary easement contains approximately 1,501 square feet.
Said greenway easement contains approximately 6,023 square feet.

Ayes: 5

Joe Atkins, Laurie Halverson, William Droste, Liz Workman, and Mary Hamann-Roland

Nay: 2

Mike Slavik, and Mary Liz Holberg

8. Central Operations

8.1 Resolution No: 25-596

Authorization To Execute Joint Powers Agreement With Cities Of Farmington, Inver Grove Heights, Mendota Heights, South St. Paul And West St. Paul For Continued Emergency Management Planning

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, since 2013 and with the approval of the Dakota County Board of Commissioners, the County has provided emergency management planning services to the Cities of Farmington, Inver Grove Heights, Mendota Heights, South St. Paul, and West St. Paul; and

WHEREAS, the Cities of Farmington, Inver Grove Heights, Mendota Heights, South St. Paul, and West St. Paul have requested that the County continue to provide emergency management support through individual joint powers agreements (JPAs) for a one-year period; and

WHEREAS, Dakota County agrees to enter into individual JPAs and provide these cities with emergency management planning support with an already-approved sub-contractor for the

period of January 1, 2026, through December 31, 2026; and

WHEREAS, Dakota County will be reimbursed by each participating city \$6,578.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Risk and Emergency Management Director to execute individual joint powers agreements (JPAs) with the cities of Farmington, Inver Grove Heights, Mendota Heights, South St. Paul, and West St. Paul, where the Dakota County will provide emergency management support through a sub-contractor, for the period of January 1, 2026, through December 31, 2026, subject to approval by the County Attorney's Office as to form.

Ayes: 7

8.2 Resolution No: 25-597

Authorization To Execute Contract With Minnesota Department Of Public Safety For 2024 Emergency Management Performance Grant

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, the Federal Emergency Management Agency (FEMA) and the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM), have awarded Dakota County the sum of \$143,008 in grant funding for the 2024 Emergency Management Performance Grant; and

WHEREAS, the grant period runs from January 1, 2024, through December 31, 2024; and

WHEREAS, the grant provides for 50 percent matching funds from Dakota County and those funds are included in the Risk Management and Emergency Management Department budget; and

WHEREAS, funds received from this grant reimburse Dakota for 50 percent of the salary and benefits for the Emergency Management Coordinator and Specialist positions, Emergency Operations Plan requirements, Domestic Preparedness Committee annual fees, required emergency management conference per grant requirements, and equipment and supplies.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a grant agreement with the Federal Emergency Management Agency (FEMA) and the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) for the Emergency Management Performance Grant in the amount of \$143,008, subject to approval of the County Attorney's Office as to form.

Ayes: 7

8.3 Resolution No: 25-598
Establishment Of 2025 Fund Balance Commitments

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, the Governmental Accounting Standards Board has adopted Statement 54, a standard for reporting governmental fund balances; and

WHEREAS, the County's Fund Balance Policy No. 2003 states that the Board of Commissioners may impose certain constraints on spending that shall be determined by the close of the fiscal year; and

WHEREAS, Dakota County desires to commit a portion of its fund balance for future funding; and

WHEREAS, the Environmental Legacy Fund (ELF) was established to support environmental activities for the purpose of protection, preservation or enhancement of the environment; and

WHEREAS, by reporting ELF revenue and expenditures with the Environmental Legacy Fund as committed, ELF will meet the qualifications of a special revenue fund and allow the County to report the ELF activity in the Annual Comprehensive Financial Report (ACFR).

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners, in accordance with and pursuant to Policy 2003 Fund Balance, hereby commits the entire fund balance of the Environmental Legacy Fund as of December 31, 2025, to support environmental activities for the purpose of protection, preservation or enhancement of the environment.

Ayes: 7

8.4 Resolution No: 25-599
Authorization To Amend Environmental Legacy Fund Budget To Transfer Fund Balance To Byllesby Dam Enterprise Fund

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, Dakota County owns and operates the Byllesby Dam, a high-hazard hydroelectricity facility; and

WHEREAS, the Dakota County Board of Commissioners approved a turbine upgrade as part of the Byllesby Dam Water-to-Wire Redevelopment Project, leading to a period where the Byllesby Dam has been unable to generate electricity; and

WHEREAS, the costs associated with operating and maintaining the facility have been unable to be covered by revenues from electricity generation within the Byllesby Dam Enterprise Fund during the period of January 2023 to December 2025; and

WHEREAS, staff recommend a transfer in the amount of \$2,250,000 from the Environmental Legacy Fund to the Byllesby Dam Enterprise Fund to cover the operating costs of the Byllesby Dam.

NOW, THEREFORE, BE IT RESOLVED, that the Dakota County Board of Commissioners hereby amends the 2025 Budget and approves a transfer of \$2,250,000 from the Environmental Legacy to the Byllesby Dam Enterprise Fund; and

BE IT FURTHER RESOLVED, That the 2025 Environmental Legacy Fund budget is hereby amended as follows:

Revenue

Use of Fund Balance	<u>\$2,250,000</u>
Total Revenue	\$2,250,000

Other Financing Use

Transfer to Byllesby Dam	<u>\$2,250,000</u>
Total Other Financing Use	\$2,250,000

; and

BE IT FURTHER RESOLVED, That the 2025 Byllesby Dam Enterprise Fund budget is hereby amended as follows:

Revenue

Use of Fund Balance	<u>(\$2,250,000)</u>
Total Revenue	(\$2,250,000)

Other Financing Source

Transfer from ELF	<u>\$2,250,000</u>
Total Other Financing Source	\$2,250,000

Ayes: 7

8.5 Report On Invoices Paid In November 2025

Information only; no action requested.

9. County Attorney

9.1 Resolution No: 25-600

Authorization To Execute An Agreement To Provide Legal Services To Dakota County Community Development Agency

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, pursuant to a legal services agreement, the Dakota County Attorney's Office is currently providing legal services to the Dakota County Community Development Agency (CDA); and

WHEREAS, the agreement will expire on December 31, 2025; and

WHEREAS, the County Attorney's Office is willing to provide legal services to the agency on terms agreeable to the County and the CDA; and

WHEREAS, the County Attorney's Office has identified that it is not aware of any current conflict of interest between its representation of Dakota County and its continued representation of the CDA; and

WHEREAS, the proposed legal services agreement with the CDA will extend through December 31, 2027; and

WHEREAS, pursuant to the agreement, the County Attorney's Office will provide legal services to the agency at a rate of \$242 per hour for attorney time and \$132 per hour for paralegal time in 2026 and \$251 per hour for attorney time and \$138 per hour for paralegal time in 2027; and

WHEREAS, Dakota County Finance determined that the hourly rates include direct and indirect administrative costs for a mid-level senior attorney and the Civil Division paralegal in the County Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Attorney to execute an agreement for legal services, substantially as presented and subject to approval by the County Attorney's Office as to form, with the Dakota Community Development Agency from January 1, 2026, through December 31, 2027.

Ayes: 7

9.2 Resolution No: 25-601
Authorization To Execute An Agreement To Provide Legal Services To
Vermillion River Watershed Joint Powers Organization

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, the Dakota County Attorney's Office has provided legal services to the Vermillion River Watershed Joint Powers Organization ("VRWJPO") for many years; and

WHEREAS, the County Attorney's Office is willing to continue to provide legal services to the VRWJPO on terms agreeable to the County Attorney's Office and the VRWJPO; and

WHEREAS, the County Attorney's Office has identified that it is not aware of any current conflict of interest between its representation of Dakota County and its continued representation of the VRWJPO; and

WHEREAS, the County Attorney's Office has further identified that if a conflict arises during the course of representation, the County Attorney's Office will disclose the conflict and consult with both the County and the VRWJPO as to

whether continued representation of both parties or either party is possible with the parties' consent; and

WHEREAS, the proposed legal services agreement with the VRWJPO will be for the term of January 1, 2026, through December 31, 2027; and

WHEREAS, pursuant to the agreement, the County Attorney's Office will provide legal services to the VRWJPO at the internal rate of \$188.99 per hour for attorney time and \$103.62 per hour for paralegal time in 2026 and \$196.55 per hour for attorney time and \$107.76 per hour for paralegal time in 2027; and

WHEREAS, Dakota County Finance determined that the hourly rates include direct and indirect administrative costs for a paralegal and attorney in the County Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Attorney to execute an agreement for legal services, substantially as presented and subject to approval by the County Attorney's Office as to form, with the Vermillion River Watershed Joint Powers Organization for the term of January 1, 2026, through December 31, 2027.

Ayes: 7

9.3 Resolution No: 25-602

Authorization To Join The Metropolitan Council In Challenging Environmental Impact Statement Adequacy Determination For Nelson Mine Backwater Project

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, Amrize Midwest Inc. (Amrize) is proposing to move its mine area that supports its existing Nelson Sand & Gravel Mine Facility; and

WHEREAS, the planned new mine area would be an approximately 395-acre parcel of privately owned land that the company leases in the backwaters of the Mississippi River on Lower Grey Cloud Island, and the move would occur over a 20- to 25-year period; and

WHEREAS, the proposed mining operation will impact a generation's use of Dakota County's Spring Lake Park Reserve; and

WHEREAS, the project required the completion of an Environmental Impact Statement (EIS); and

WHEREAS, Cottage Grove is the Responsible Government Unit designated for the EIS and is responsible for verifying the accuracy of environmental documents and complying with environmental review processes; and

WHEREAS, Minnesota Rules Chapter 4410 control the environmental review process; and

WHEREAS, Spring Lake Park Reserve is located on a west-to-east flowing reach of the Mississippi River with north-facing bluffs and river terraces that support rare ecosystems and offer expansive river views;

WHEREAS, as one of seven “park reserves” in the Twin Cities Metropolitan Park System, Spring Lake Park Reserve is distinguished by its close relationship with the Mississippi River and its breadth of cultural and natural resources; and

WHEREAS, the County has made and will continue to make significant investment in the Spring Lake Park Reserve for the preservation of its natural resources and as a destination for public recreation; and

WHEREAS, the Schaar’s Bluff Gathering Center is a primary attraction of the park, along with its trailhead connection to trails (including part of the National Mississippi River Trail), picnic areas, overlooks and other amenities for the Mississippi River; and

WHEREAS, the proposed mine will reach 200’ deep in the Mississippi River, approximately 2,000’ from Schaar’s Bluff in Spring Lake Park Reserve; and

WHEREAS, Dakota County provided written comments to the draft EIS by letter dated January 16, 2025, noting the following concerns:

1. Noise Impacts
2. Visual Impacts
3. Light Pollution
4. Impacts on Wildlife and the Mississippi River
5. Recreational impacts on Spring Lake and the Mississippi River users
6. Potential Upstream Flooding

; and

WHEREAS, Final EIS was substantially unchanged from the Draft EIS and non-responsive to the County’s substantive comments and lacking in mitigation measures related to Spring Lake Park Reserve; and

WHEREAS, by letter dated October 24, 2025, Dakota County addressed these substantive and procedural concerns regarding the Final EIS; and

WHEREAS, the determination of adequacy of the Final EIS was on the Cottage Grove consent agenda on November 5, 2025; and

WHEREAS, Cottage Grove received numerous comments objecting to the adequacy of the Final EIS, including comments from the Minnesota DNR, U.S. Army Corp of Engineers, Minnesota Stat Historic Preservation Office, Shakopee Mdewakanton Sioux Community, Metropolitan Council, Friends of the Mississippi River and Minnesota Indian Affairs Council; and

WHEREAS, the Cottage Grove City Council determined the Final EIS to be

adequate by vote on the consent agenda; and

WHEREAS, Dakota County finds the Final EIS to be both procedurally and substantive inadequate; and

WHEREAS, the Metropolitan Council is charged under state law with overseeing the acquisition and development of the regional parks system; and

WHEREAS, Dakota County is the implementing agency for the metropolitan parks within Dakota County; and

WHEREAS, the Metropolitan Council has also commented on the EIS, reiterating the County's concerns and raising additional issues; and

WHEREAS, Metropolitan Council and Dakota County share a similar interest in mitigating environmental impacts to the impacts to the Regional Parks and Trails System by the proposed mine expansion into the Mississippi river; and

WHEREAS, a person aggrieved by a final decision on the adequacy of an environmental impact statement is entitled to judicial review of the decision by a petition for a writ of certiorari to the Minnesota Court of Appeals.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Attorney's Office to coordinate with the Metropolitan Council and petition for review of the City of Cottage Grove's Determination of Adequacy of the Environmental Impact Statement for the Nelson Mine Backwater Project.

Ayes: 6

Mike Slavik, Joe Atkins, Laurie Halverson, William Droste, Liz Workman, and Mary Hamann-Roland

Nay: 1

Mary Liz Holberg

10. County Board/County Administration

10.1 Resolution No: 25-603

Scheduling Of 2026 County Board/Committee Of The Whole Meetings, Workshops And Public Hearings

Motion: Mary Hamann-Roland

Second: Laurie Halverson

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the following 2026 County Board/Committees of the Whole meeting schedule:

County Board

January 6, 20

February 3, 17

March 3, 24

April 7, 21
May 5, 19
June 9, 23
July 7, 21
August 4
September 1, 22
October 6, 27
November 10
December 1, 15

General Government and Policy (GGP) Committee

January 6, 20
February 3, 17
March 3, 10, 24
April 7, 14, 21
May 5, 12, 19
June 9, 23
July 7, 21
August 4
September 1, 22
October 6, 27
November 10
December 1

Community Services/Physical Development Committee

January 13
February 10
March 10
April 14
May 12
June 16
July 14
August 18
September 15
October 13
November 17
December 1

; and

BE IT FURTHER RESOLVED, That the location of the Board/Committee of the Whole meetings shall be scheduled as follows:

- All County Board meetings will be held at 9:00 a.m. in the Boardroom, Administration Center, in Hastings.
- General Government and Policy (GGP) Committee meetings will be held at 9:30 a.m. (or following the County Board or Regional Railroad Authority meeting) in Conference Room 3A, Administration Center in Hastings.

- Physical Development (9:00 a.m.) and Community Services (at 1:00 p.m.). Committee meetings will be held in Conference Room 3A, Administration Center in Hastings.

; and

BE IT FURTHER RESOLVED, That General Government and Policy meetings that fall on a day when Physical Development Committee of the Whole meets will be held at 9:00 a.m., prior to the Physical Development Committee of the Whole meeting, in Conference Room 3A, Administration Center in Hastings, on the following dates during the legislative session:

March 10, April 14, May 12

; and

BE IT FURTHER RESOLVED, That the County Board will hold a Special County Board meeting on Tuesday, August 11, 2026 at 10:00 a.m., at the Dakota County Fairgrounds, 4008 220th Street West, Farmington; and

BE IT FURTHER RESOLVED, That County Board schedules Finance Work Sessions to discuss the 2027 budget and are hereby scheduled as follows:

- | | |
|----------------------|--|
| • January 13, 2026 | 10:00 a.m. or following other Board/Committee meetings |
| • February 10, 2026 | 10:00 a.m. or following other Board/Committee meetings |
| • March 10, 2026 | 10:00 a.m. or following other Board/Committee meetings |
| • April 14, 2026 | 10:00 a.m. or following other Board/Committee meetings |
| • May 12, 2026 | 10:00 a.m. or following other Board/Committee meetings |
| • June 16, 2026 | 10:00 a.m. or following other Board/Committee meetings |
| • July 13, 2026 | 9:00 a.m. |
| • August 18, 2026 | 10:00 a.m. or following other Board/Committee meetings |
| • September 15, 2026 | 10:00 a.m. or following other Board/Committee meetings |
| • October 13, 2026 | 10:00 a.m. or following other Board/Committee meetings |
| • November 17, 2026 | 10:00 a.m. or following other Board/Committee meetings |

; and

BE IT FURTHER RESOLVED, That a public hearing is hereby scheduled for December 1, 2026, at 9:00 a.m., in the Boardroom, Administration Center, Hastings, Minnesota, to receive comments on the 2027-2031 Capital

Improvement Program; and

BE IT FURTHER RESOLVED, That a public meeting is hereby scheduled for December 1, 2026, at 6:00 p.m., in the Boardroom, Administration Center, Hastings, Minnesota, to receive input on the 2025 levy and budget.

Ayes: 7

10.2 Resolution No: 25-604

Establishment Of 2026 Elected Officials' And County Manager's Compensation And Commissioner General Expense Allowance

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, the County Board will adopt the proposed 2026 Unclassified Employee Merit Compensation Policy and Plan provisions; and

WHEREAS, the County established a process within that Plan by which Elected Officials' and the County Manager's compensation is determined and it is necessary that proper compensation be established for all Elected Officials and the County Manager, pursuant to relevant provisions of the proposed 2026 Unclassified Employee Merit Compensation Policy and Plan; and

WHEREAS, it is the policy of Dakota County to provide equitable compensation and financial incentives.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby establishes in the context of and consistent with the proposed 2026 Unclassified Employees Merit Compensation Policy and Plan and other relevant provisions, Elected Officials' and County Manager's 2026 compensation as follows:

County Commissioner, \$106,689; County Manager, \$281,450; County Attorney, \$253,938 plus a \$3,960 lump sum; County Sheriff, \$237,146; 2026 payable compensation per current policy:

COUNTY COMMISSIONER	*\$106,689
COUNTY MANAGER	\$281,450
COUNTY ATTORNEY	\$253,938 + \$3,960 lump sum
COUNTY SHERIFF	\$237,146

* Prior to 4:30 p.m. on December 19, 2025, a County Commissioner may file with the Human Resources Director an election to decline part, or all their 2026 salary increase. For any Commissioner filing such a declination of part of their 2026 salary increase shall receive their elected portion. A Commissioner filing a declination of their full increase, the 2026 compensation level shall be *\$103,582; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners, in accordance with Minn. Stat. 383D.05, hereby establishes a Commissioner car/expense allowance for 2026 in the amount of \$7,000 per year

per Commissioner.

Ayes: 7

11. Community Services

11.1 Resolution No: 25-605

Authorization To Execute Interagency Cooperative Agreement Between Minnesota Department Of Children Youth And Families, Child Support Division, And Dakota County

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, the Cooperative Agreement sets forth respective responsibilities in providing services necessary to the operation of the child support program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b, and meets the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34; and

WHEREAS, such services include establishing paternity and establishing, modifying, and securing financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act program; and

WHEREAS, Title IV-D of the Social Security Act requires a Cooperative Agreement between Dakota County and other county entities that are a party to this Cooperative Agreement, namely the County Attorney and County Sheriff, in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the child support program; and

WHEREAS, the County may be reimbursed for administrative expenses incurred as a result of the activities performed under this agreement pursuant to state and federal law; and

WHEREAS, the total cost of the Dakota County Child Support program in 2024 was \$7,447,748; and

WHEREAS, the amount budgeted for eligible Title IV-D cases and related services provided by the County Attorney in the budget year preceding this contract was \$2,399,802; and

WHEREAS, the total estimated cost for 2026 is \$2,523,055 and is \$2,651,731 for 2027; and

WHEREAS, we are estimating a 5.1 percent increase to county attorney expenses for both 2026 to 2027 due to the contract negotiations that include a cost of living and merit pay increases; and

WHEREAS, the amount budgeted for eligible Title IV-D cases' services provided

by the County Sheriff in the budget year preceding this contract was \$9,525; and

WHEREAS, the total estimated cost for 2026 is \$9,811, and for 2027 is \$10,105; and

WHEREAS, we are calculating the standard 3 percent increase for the sheriff expenses as these costs have remained low in previous years.

NOW, THEREFORE, BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes execution of a Cooperative Agreement with the Minnesota Department of Children Youth and Families for Title IV-D Services for the period of January 1, 2026 through December 31, 2027.

Ayes: 7

11.2 Resolution No: 25-606

Authorization To Execute Subcontractor Agreement With Independent School District 196

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, by Resolution No. 05-601 (November 29, 2005), the Dakota County Board of Commissioners authorized a joint powers agreement between the County of Dakota, Dakota County School Districts, and the Scott-Carver-Dakota Community Action Partnership Agency, Inc., for the purpose of establishing a Dakota County Integrated Children's Mental Health and Family Service Collaborative (Collaborative) in which Dakota County agreed to serve as Fiscal Agent Host for the Dakota County Collaborative; and

WHEREAS, the County entered into a contract with the Minnesota Department of Human Services (DHS) to administer the Local Collaborative Time Study (LCTS), which is Minnesota's federally approved claiming mechanism for Medicaid and Title IV-E administrative reimbursement for approved Minnesota's Family Services and Children's Mental Health Collaboratives, the Financial Reporting and Payment Agent (FRAPA) from July 1, 2022 through June 30, 2027; and

WHEREAS, as part of the LCTS Contract, the County is the FRAPA and responsible for administering the LCTS on behalf of the Collaborative, and reporting on all LCTS funds to DHS; and

WHEREAS, the LCTS Contract cannot be assigned, and the County's duties as FRAPA cannot be delegated or assumed by ISD 196; and

WHEREAS, the County would like to subcontract with ISD 196 to meet those requirements; and

WHEREAS, the purpose of the Collaborative is to foster collaborative prevention and early intervention efforts to improve the stability and health of all children

ages birth to age 18, or children birth to age 22 with disabilities, and their families through the coordination of multi-agency services and informal and formal supports within the community; and

WHEREAS, Dakota County has received approximately \$75,000 annually from the Collaborative to pay for a portion of the Collaborative's Coordinator's salary in support of day-to-day operations to carry out the Collaborative Governing Board's directives; and

WHEREAS, the county has also provided Legal, Risk Management, Contracts, Fiscal, Audit, Budget, and Administrative Operations services as in-kind contribution; and

WHEREAS, Dakota County Social Services staff evaluated the Fiscal Agent role and determined the following:

- Social Services budget constraints required the elimination of FTE in non-mandated services, which included the Collaborative Coordinator position; and
- Amount of time and resources being put toward the Collaborative; and
- Issues related to the County's liability in serving as the Fiscal Agent to the Collaborative; and

WHEREAS, on June 3, 2025, written notice was provided to the Collaborative Chair indicating that the County will no longer provide coordination services and serve as the Collaborative Fiscal Agent; and

WHEREAS, on August 27, 2025, the Collaborative Governing Board unanimously approved ISD 196 to assume the Collaborative Fiscal Agent and Collaborative Coordinator role for the Collaborative effective January 1, 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a subcontractor agreement with Independent School District 196 to provide data and consultation for Dakota County to meet its fiscal reporting and payment agent duties from January 1, 2026 through June 30, 2027, substantially as presented to the Community Services Committee of the Whole on December 16, 2025, subject to approval by the County Attorney's Office as to form.

Ayes: 7

12. Physical Development

12.1 Resolution No: 25-607

Certification Of Dakota County Portion Of 2026 Vermillion River Watershed Management Tax District Tax Levy

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, by Resolution No. 02-347 (June 25, 2002), and amended by Resolution No. 24-623 (December 17, 2024), the Dakota County Board of

Commissioners executed a joint powers agreement between Dakota County and Scott County to govern the Vermillion River Watershed; and

WHEREAS, the joint powers agreement establishes a Joint Powers Board consisting of two commissioners from Dakota County and one from Scott County; and

WHEREAS, funding is needed for Dakota County's share of costs associated with managing the Vermillion River Watershed; and

WHEREAS, by Resolution No. 02-296 (June 4, 2002), the Dakota County Board of Commissioners established the Vermillion River Watershed Management Tax District through Ordinance No. 127 to fund Dakota County's share of costs associated with managing the Vermillion River Watershed; and

WHEREAS, approval and adoption of the Watershed Management Plan, as required by Minn. Stat. Ch. 103B, occurred in June 2016; and

WHEREAS, the joint powers agreement states that the Vermillion River Watershed Joint Powers Board will adopt a budget and recommend a levy for the portion of the Watershed Management Tax District in each county by September 1 of each year; and

WHEREAS, on December 4, 2025, the Vermillion River Watershed Joint Powers Board adopted a proposed budget of \$2,848,648, including the use of 2025 fund balance and grant revenues, and recommended that the levy for the Dakota County portion be \$1,037,693 and the levy for the Scott County portion be \$40,532; and

WHEREAS, Dakota County must certify a levy on the Watershed Management Tax District by December 28, 2025, to be effective for taxes payable in 2026; and

WHEREAS, Dakota County certified a proposed levy of \$1,037,693 for the Vermillion River Watershed Management Tax District on September 9, 2025, to be effective for taxes payable in 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby certifies the Dakota County portion of the Vermillion River Watershed Management Tax District levy in the amount of \$1,037,693 for taxes payable in 2026.

Ayes: 7

12.2 Resolution No: 25-608

Authorization To Execute First Amendment To Joint Powers Agreements With Townships And Cities For Septic System Maintenance Programs

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, in 2016, the County entered into joint powers agreements (JPA) with 13 separate cities and townships to perform administrative services for each municipality's septic pumping program.

The municipalities include:

Townships:	Cities:
Castle Rock	Coates
Douglas	Empire
Eureka	Hampton
Greenvale	Miesville
Hampton	
Marshan	
Nininger	
Ravenna	
Sciota	

; and

WHEREAS, the JPAs provide that the County will maintain a database of properties with septic systems within each Municipality, send required reminders to the property owners to pump their septic systems every three years, and maintain records of pumping compliance; and

WHEREAS, the initial term of each JPA was for ten years and the agreements will expire on December 31, 2025; and

WHEREAS, the JPAs provide that the parties may extend the initial term for another ten years with the approval of the parties' respective governing bodies; and

WHEREAS, the parties desire to extend each JPA for an additional ten-year term, so that the County may continue to provide record-keeping and other administrative services for each Municipality; and

WHEREAS, the parties further desire to update the JPA terms, including by modifying the method by which the County will provide records to each Municipality upon expiration or termination of each JPA; and

WHEREAS, the Municipalities will continue to reimburse the County for its costs in providing the administrative services by paying the Pump Maintenance Program Fee established in the County's fee schedule.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute amendments to the joint powers agreements (JPA) with each of the Municipalities listed below, extending the terms of the JPAs through December 31, 2035 and providing updates to the JPAs, including by modifying the method by which the County will provide records to each participating municipality upon expiration or termination of each JPA, subject to approval of the County Attorney's Office as to form.

Townships:
Castle Rock
Douglas
Eureka
Greenvale
Hampton
Marshan
Nininger
Ravenna
Sciota

Cities:
Coates
Empire
Hampton
Miesville

Ayes: 7

12.3 Resolution No: 25-609

Authorization To Execute Joint Powers Agreement With Vermillion River Watershed Joint Powers Organization For Administration, Staffing, And Support Services

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) is governed by the joint powers agreement by and between Dakota County and Scott County dated January 21, 2025 with the counties providing staff support to the VRWJPB; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) has an Administrator and other staff services provided by Dakota County; and

WHEREAS, some staff services are provided as an underlying overhead cost as identified in Dakota County's Cost Allocation Plan, whereas other staff services are provided on a time and materials basis; and

WHEREAS, the VRWJPO will reimburse Dakota County for those staff services that are provided on a time and materials basis; and

WHEREAS, the VRWJPO will provide reimbursement to Dakota County for staff services on a monthly basis; and

WHEREAS, the VRWJPB approved the service agreement for Dakota County administration, staffing, and support services at its December 4, 2025, meeting.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Manager to execute the joint powers agreement with the Vermillion River Watershed Joint Powers Board for administration, staffing, and support services, subject to approval by the Dakota County Attorney's Office as to form.

Ayes: 7

12.4 Resolution No: 25-610

Authorization To Execute Joint Powers Agreement With City Of Inver Grove Heights For Natural Resources Restoration Within Select Parks And Amend Budget To Reflect Local Project Match

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, the Land Conservation Plan, adopted by County Board Resolution 20-568 on November 17, 2020, called for creating a City County Conservation Collaborative (4C) to “more effectively protect critical undeveloped areas, increase natural resource restoration and management, and share information and financial and staff resources within all incorporated areas”; and

WHEREAS, in 2021, a 4C development and implementation proposal was distributed to all cities located in the County. There was interest and support amongst all the cities, and a request to submit potential restoration projects was distributed. Five cities - Apple Valley, Burnsville, Eagan, Inver Grove Heights, and Mendota Heights, submitted project applications; and

WHEREAS, Inver Grove Heights’ Seidl’s Lake Park and Harmon Park Reserve/Salem Hills were selected to receive County support, including project management assistance and state Outdoor Heritage Funds; and

WHEREAS, the City of Inver Grove Heights committed a minimum of 15 percent match toward each project; and

WHEREAS, on February 7, 2023, and March 28, 2023, the County Board of Commissioners approved to submit grant applications to the U.S. Department of Transportation’s Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program and the Legislative-Citizen’s Commission on Minnesota Resources’ Environment and Natural Resources Trust Fund (LCCMR-ENRTF) program; and

WHEREAS, these RAISE and LCCMR-ENRTF grant applications included restoration work at key nodes along the Mississippi River Greenway, including Inver Grove Heights’ Ernster Park, Heritage Village Park, and Rock Island Swing Bridge Park; and

WHEREAS, both grants were awarded in full, eliminating the need for any additional local match; and

WHEREAS, the Natural Resources Restoration joint powers agreement with the City of Inver Grove Heights establishes a standardized, citywide template for collaboration, replacing the need for multiple project-specific agreements for each of these projects; and

WHEREAS, the joint powers agreement centralizes information for jointly managed restoration projects in an efficient, transparent format; and

WHEREAS, future amendments will be made by adding or updating exhibits as new projects are undertaken.

NOW, THEREFORE, BE IT RESOLVED, That Dakota County execute a joint powers agreement with the City of Inver Grove Heights for natural resources restoration projects; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby approves the estimated city match contributions and amends the 2025 Parks Capital Improvement Budget as follows:

Revenue

Local Program Match-City of IGH	<u>\$92,758</u>
Total Revenue	\$92,758

Expense

Natural Resources Restoration	<u>\$92,758</u>
Total Expense	\$92,758

Ayes: 7

12.5 Resolution No: 25-611

Authorization To Amend Contract With Miller Dunwiddie Architecture, Inc., For Fischer Trailhead Project In Spring Lake Park Reserve

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, the 2024-2028 Parks Capital Improvement Program (CIP) Adopted Budget includes a project to design and construct a trailhead along Fischer Avenue within Spring Lake Park Reserve; and

WHEREAS, by Resolution No. 24-133 (March 12, 2024), the Board approved to select Miller Dunwiddie Architecture, Inc., to provide professional design services; and

WHEREAS, since April 2024, staff have worked with a design team to progress the design and related review process; and

WHEREAS, by Resolution No. 24-426 (August 27, 2024), the Board approved the Schematic Design as presented by staff; and

WHEREAS, Miller Dunwiddie Architecture, Inc., has prepared the construction documents, posted on March 4, 2025, and advertised in the *Hastings Journal* on March 13, 2025; and

WHEREAS, one valid bid was received on April 8, 2025; and

WHEREAS, by Resolution No. (July 8, 2025), the Board approved Eureka Construction, Inc., to construct the Fischer Trailhead Project; and

WHEREAS, due to complications in design, bidding, and construction, an additional design service fee of \$78,400 is required.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Facilities Management Director to execute a contract amendment to increase the contract with Miller Dunwiddie Architecture, Inc., by \$78,400 to a total \$430,167, subject to approval by the County Attorney's Office as to form.

Ayes: 7

12.6 Resolution No: 25-612

Authorization To Execute Contract Amendment With Bolton & Menk, Inc., For Construction Management Services For Minnesota River Greenway Fort Snelling Segment, In Cities Of Burnsville And Eagan, County Project P00127

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, the Minnesota River Greenway runs along the south side of the Minnesota River in Dakota County, extending from I-35W in Burnsville to Lilydale Regional Park in St. Paul; and

WHEREAS, by Resolution No. 11-516 (October 18, 2011), the Dakota County Board of Commissioners adopted the Minnesota River Greenway Plan; and

WHEREAS, the rapidly developing and robust recreational network that has developed in the area has created increased demand for completion of the trail connection between the recently constructed Loan Oak Trail Head, the Cedar Nicols Trailhead, and the Minnesota River Greenway Black Dog Segment to the west; and

WHEREAS, by Resolution No. 25-044 (January 21, 2025), the Dakota County Board of Commissioners authorized execution of a contract with Bolton & Menk, Inc., for construction administration and inspection services for the bridge portion of the Fort Snelling segment of the Minnesota River Greenway in an amount not to exceed \$666,423.00; and

WHEREAS, construction of the bridge began in June 2025, a month later than scheduled, due to delays in the Xcel structure replacement; and

WHEREAS, in June, the Minnesota Department of Natural Resources denied access to the west side until the temporary wetland permit was revised and an additional permit for the access road was approved; and

WHEREAS, progress towards construction of the bridge was further set back due to US Fish and Wildlife Service variance to remove trees within bat restriction time, delayed Xcel power outage, risk mitigation of fen impacts during pile driving, and encountering rock during drilling; and

WHEREAS, these incidents and additional challenges related to the

construction process have resulted in an expanded scope of work for Bolton & Menk, Inc., to oversee the construction process; and

WHEREAS, staff recommends execution of a contract amendment with Bolton & Menk, Inc., in the amount of \$644,375.90 for additional and expanded scope tasks occurring during construction of the Minnesota River Greenway, Fort Snelling Segment.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to amend the contract with Bolton & Menk, Inc., by \$644,375.90 to an amended amount not to exceed \$1,310,798.90, subject to approval by the County Attorney's Office.

Ayes: 7

12.7 Resolution No: 25-613
Approval Of Final Plats Recommended By Plat Commission

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, new subdivisions adjoining County highways are reviewed under the Dakota County Contiguous Plat Ordinance No. 108; and

WHEREAS, the Plat Commission examines plats prior to County Board approval; and

WHEREAS, the Plat Commission has reviewed and recommends approval of the final plats by the County Board; and

WHEREAS, the final plat approval by the County Board is subject to the conditions established by the Plat Commission review; and

WHEREAS, the following plats below require approval by their respective City Council prior to the recording of the plats.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following final plats:

DEER CREEK 2ND ADDITION Empire

Ayes: 7

12.8 Resolution No: 25-614
Authorization To Award Bid And Execute Contract With Eureka Construction Inc., Amend Reimbursement And Relocation Agreement With Northern States Power Company; And Execute Agreement With Minnesota Department Of Transportation For Federal Participation In Advanced Construction (117th Street East), County Project 32-65

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, to provide a safe and efficient transportation system, Dakota

County and the City of Inver Grove Heights are proceeding with County Project (CP) 32-65 to reconstruct 117th Street East from County State Aid Highway (CSAH) 71 (Rich Valley Boulevard) to the Trunk Highway (TH) 52/117th Street Interchange; and

WHEREAS, the project includes construction of a two-lane, median-divided 10-ton roadway to improve mobility, pavement condition, and freight movement along a Tier 1 regional truck corridor; and

WHEREAS, bids were opened on December 4, 2025, and Eureka Construction, Inc., submitted the lowest responsible bid of \$14,599,448.50, approximately \$4.4 million below the engineer's estimate of \$19,000,016.20; and

WHEREAS, the bid is internally consistent and reflects strategic pricing advantages in several major items; and

WHEREAS, the City of Inver Grove Heights will contribute approximately \$6.5 million toward the project in accordance with County cost participation policies, and the project is anticipated to receive \$8 million in federal funding through the Metropolitan Highway Freight Program; and

WHEREAS, by Resolution No. 25-214 (April 22, 2025) authorized a reimbursement and relocation agreement with Northern States Power Company dba Xcel Energy in an amount not to exceed \$1,206,000; and

WHEREAS, based on final coordination and scope adjustments, an amendment is needed to increase the not-to-exceed amount by \$10,000, for a revised total of \$1,216,000; and

WHEREAS, to receive federal reimbursement for eligible construction costs, Dakota County must enter into an agreement with the Minnesota Department of Transportation for federal participation in advanced construction.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to award the construction contract for County Project 32-65 to Eureka Construction, Inc., in the amount of \$14,599,448.50, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute an amendment to the reimbursement and relocation agreement with Northern States Power Company dba Xcel Energy to increase the not-to-exceed amount by \$10,000, for a revised total of \$1,216,000, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute an agreement

with the Minnesota Department of Transportation for federal participation in advanced construction of County Project 32-65, subject to approval by the County Attorney's Office as to form.

Ayes: 7

13. Public Safety

13.1 Resolution No: 25-615

Authorization To Execute Contract With City Of Empire To Provide A Full-Time Deputy For Police Services

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, the City of Empire and the Dakota County Sheriff's Office wish to enter into an agreement where the Sheriff's Office provides one full-time patrol deputy for police services in the City at 40 hours per week from January 1, 2026 through December 31, 2027; and

WHEREAS, the City of Empire will compensate the County a maximum of \$171,330 for the year 2026 and a maximum of \$176,469 for the year 2027 to cover salary, benefits, and vehicle expenses.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Dakota County Sheriff to execute a contract with the City of Empire to provide police services in the City at 40 hours per week for the period of January 1, 2026 through December 31, 2027 where the City of Empire will compensate the County a maximum of \$171,330 for the year 2026 and a maximum of \$176,469 for the year 2027, subject to approval by the County Attorney's Office as to form.

Ayes: 7

13.2 Resolution No: 25-616

Authorization To Extend Joint Powers Agreement With City Of Eagan For Distribution Of High-Intensity Drug Trafficking Grant Funding

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, Dakota County has been identified as a High-Intensity Drug Trafficking Area (HIDTA) and through that designation, became recipients of federal grant funding for investigation of narcotics trafficking offenses; and

WHEREAS, acceptance of that grant funding and the addition of a grant funded crime analyst position was approved by Resolution No. 17-173 (March 21, 2017); and

WHEREAS, the Grant funds the assigned Sheriff's Office crime analyst who supports the Dakota County Drug Task Force; and

WHEREAS, the City of Eagan is the fiscal agent for the Dakota County Drug Task Force; and

WHEREAS, the County must enter into a joint powers agreement with the City of Eagan to allow the City to disburse HIDTA grant funding to the County through December 31, 2026 or until the Grant funds are exhausted, whichever comes first.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Sheriff is hereby authorized to execute a joint powers agreement with the City of Eagan to allow the City (as the Dakota County Drug Task Force fiscal agency) to disburse High-Intensity Drug Trafficking Area grant funding to the County through December 31, 2026 or until the Grant funds are exhausted, whichever comes first.

Ayes: 7

14. Public Services and Revenue

14.1 Resolution No: 25-617

Approval Of Applications For Property Tax Penalty Abatement

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, the Dakota County Property Taxation & Records Department requests that the Dakota County Board of Commissioners approve the abatement applications for MV Eagan Ventures and MVE Residential LLC; and

WHEREAS, in accordance with Minn. Stat. §375.192, subd. 2, upon written application by the owner of any property, the county board may grant the reduction or abatement of taxes of any costs, penalties, or interest if the board deems just and equitable; and

WHEREAS, Dakota County Abatement Policy 8751 allows for approval of the abatement of penalty when a bank-issued stop-payment is filed within 30 days of the original payment due date, October 15, 2025; and

WHEREAS, MV Eagan Ventures and MVE Residential LLC completed the Abatement Application, provided documentation from UPS confirming that the package was reported lost, and included a bank-issued stop-payment notice dated October 28, 2025; and

WHEREAS, County Board action is required for abatements that the penalty, interest, and costs for delinquent taxes is \$10,000 or more.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Minn. Stat. §375.192, the Dakota County Board of Commissioners hereby approves the penalty abatements for the parcels described as follows:

Applicant: MV Eagan Ventures

Parcel ID Number: 10-82012-01-010

Owner: MV EAGAN VENTURES LLC

Property Location: 2611 Nordic Way, Eagan MN 55121
2025 2nd Half Penalty Abatement: \$19,113.36

Applicant: MVE Residential LLC
Parcel ID Number: 10-82013-01-030
Owner: MVE RESIDENTIAL LLC
Property Location: 700 Vikings Pkwy, Eagan MN 55121
2025 2nd Half Penalty Abatement: \$17,965.31

Ayes: 7

14.2 Resolution No: 25-618
Approval Of 2026 Intoxicating Liquor Licenses

Motion: Mary Hamann-Roland

Second: Laurie Halverson

WHEREAS, a public hearing is required for the purpose of receiving comments and informing the public on applications for off-sale intoxicating liquor licenses; and

WHEREAS, all interested parties were notified of the date, time and location of the public hearing on the Simman LLC, dba Castle Rock Bar and Grill, On and Off-Sale Intoxicating and Sunday Sales license application; and

WHEREAS, on December 2, 2025 at 9:00 a.m., the Dakota County Board of Commissioners conducted a public hearing on the Simman, LLC, dba Castle Rock Bar & Grill; and

WHEREAS, a county may not issue or renew a retail license to sell any alcoholic beverages until the County Board has received a written certification from the Sheriff and County Attorney that to the best of their knowledge the application is eligible to be license under Minn. Stat. § 340A.402 and Minn. Rules § 7515.0410; and

WHEREAS, the Simman, LLC application was approved by the Castle Rock Township on December 2, 2025; and

WHEREAS, the County's approval of the Hidden Greens, Inc. application is contingent upon Marshan Township's approval at their meeting on December 16, 2025.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves the following 2026 intoxicating liquor licenses and authorizes the Public Services and Revenue Division to issue the licenses upon payment of the fees:

Castle Rock Township:

Simman, LLC, dba Castle Rock Bar and Grill: On and Off-Sale Intoxicating and Sunday Sale

Marshan Township:

Hidden Greens, Inc: On-Sale and Sunday Sale

Ayes: 7

REGULAR AGENDA

15. Central Operations

15.1 Resolution No: 25-619

Certification Of 2026 Property Tax Levy And Adoption Of Dakota County 2026 Budget And 2026-2030 Capital Improvement Program

Motion: Joe Atkins

Second: William Droste

Finance Director Will Wallo briefed this item and responded to questions.

WHEREAS, the Dakota County Board of Commissioners has completed the 2026 budget process;
and

WHEREAS, the Dakota County Board of Commissioners held budget workshops on July 23, August 19, September 16, and November 18, 2025; and

WHEREAS, the Dakota County Board of Commissioners held the Capital Improvement Program (CIP) Public Hearing and the Levy and Budget Public Hearing meetings on December 2, 2025; and

WHEREAS, the total budget and property tax levy by department is included as an attachment to this Board action and published in the official paper of record, the Hastings Journal, after budget adoption.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby
adopts the 2026-2030 Capital Improvement Program in the amount of \$894,008,509; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby adopts the
2026 Dakota County budget as prepared, presented and set forth in the amount as follows:

Total Budget: \$527,684,094

Property Tax Levy: \$184,246,066

Ayes: 6

Mike Slavik, Joe Atkins, Laurie Halverson, William Droste, Liz Workman, and Mary Hamann-Roland

Nay: 1
Mary Liz Holberg

16. Interagency Reports/Commissioner Updates

Interagency reports and Commissioner updates were presented.

17. County Manager's Report

County Manager Heidi Welsch thanked all leadership across the organization that assisted with the challenges that came with determining the final budget for 2026.

18. Information

18.1 Information

See Attachment for future Board meetings and other activities.

19. Adjournment

**19.1 Resolution No: 25-620
Adjournment**

Motion: Mary Hamann-Roland

Second: William Droste

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Droste, the meeting was adjourned at 10:06 a.m.

Ayes: 7

Mike Slavik
Chair

ATTEST

Heidi Welsch
County Manager



Board of Commissioners

Request for Board Action

Item Number: DC-5106

Agenda #: 7.1

Meeting Date: 1/6/2026

DEPARTMENT: Office Of Risk Management

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Motorola Solutions To Provide Post-Warranty Support Services For Dakota County 800 MHz Subsystem

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a contract with Motorola Solutions to provide post-warranty support services for the Dakota County 800 MHz Radio Subsystem.

SUMMARY

Dakota County currently contracts with Motorola Solutions for post-warranty support of the Dakota County 800 MHz radio subsystem. Motorola Solutions continues to provide post-warranty support services to the County radio subsystem and has since 2008. Pricing is based on the current Minnesota State contract for post-warranty support.

Motorola Solutions has provided satisfactory post-warranty support services pursuant to its current contract. These services include:

- 1) 24-hour per-day subsystem network monitoring of the ten radio sites and 160 base radios in the Dakota County 800 MHz subsystem. This service is conducted through a centralized remote monitoring command center that detects and allows remote troubleshooting of potential radio system service interruptions.
- 2) Technician dispatching service alerts. This service alerts both Motorola and County staff in the event of a system failure that needs attention by field staff.
- 3) On-site infrastructure response to system failures. This service provides for on-call Motorola technical staff, located in the metro area, to respond on a 24-hour per-day/seven day per week basis to service interruptions to troubleshoot and correct. Technical staff respond to calls for service within a few hours, depending on staff location and availability.
- 4) Annual preventive maintenance. This service provides for an annual site visit, evaluation of system components, and retuning of radio equipment if necessary to enhance system performance and reliability.

The contract covers all ten radio sites that make up the Dakota County 800 MHz Subsystem, and the contract term is from January 1, 2026, through December 31, 2028, at a total cost of \$534,542. This represents an annual price increase of approximately 7% the first year, and 12.5% each of the two following years. The service agreement and statement of work document along with the 2021-2028 Motorola Contract Cost graph are attached.

RECOMMENDATION

Staff recommends the Board authorize the Deputy County Manager to execute a contract with Motorola Solutions to provide post-warranty support services for the Dakota County 800 MHz Subsystem.

EXPLANATION OF FISCAL/FTE IMPACTS

The contract total for 36 months is \$534,542 and will be paid in annual installments. Revenue from 800 MHz radio subscriber fees, paid by participating cities, offset the related operating expenses. In addition, approximately 14%, of the subscriber fees are a General Fund expense as part of the Sheriff's Office budget. This cost is funded by levy. The costs associated with this contract and subscriber fee revenues are included in the 2026 Adopted Budget.

- | | | |
|--|--|---|
| <input type="checkbox"/> None | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

WHEREAS, Motorola Solutions currently provides post-warranty support for the Dakota County 800 MHz Radio Subsystem; and

WHEREAS, County staff have negotiated a new contract and terms with Motorola Solutions; and

WHEREAS, Motorola Solutions will provide the post-warranty support services at approximately 7% increase the first year, and 12.5% each of the two following years, as compared to the current contract with the execution of a five-year agreement; and

WHEREAS, costs for services under the contract are based on the current state contract for post-warranty support.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a contract with Motorola Solutions for post-warranty support of the Dakota County 800 MHz Radio Subsystem, in an amount not to exceed \$534,542 for the period January 1, 2026, through December 31, 2028, subject to approval of the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

20-544; 11/03/20

ATTACHMENTS

Attachment: Service Agreement and SOW

Attachment: Annual Contract Cost

BOARD GOALS

- | | |
|---|---|
| <input type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input checked="" type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Jenny Groskopf

Author: Kelly Miller



500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Date: 02-DEC-2025

SERVICE AGREEMENT

Contract Number: USC000020664
Contract Modifier: R17-FEB-2025 19:50:12

Company Name: Dakota County
Attn.: Ron Jansen Dakota County
Billing Address: 1590 Hwy 55
City, State, Zip Code: Hastings, MN 55033
Customer Contact: Ron Jansen Dakota County
Phone:

P.O.#: N/A
Customer #: 1036397108
Bill to Tag#: 0001
Contract Start Date: 01-JAN-2026
Contract End Date: 31-DEC-2028
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	\$44,545.30	\$534,542.40
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$0.00	\$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$0.00	\$0.00
Sub Total			\$44,545.20	\$534,542.40
Taxes			\$0.00	\$0.00
Grand Total			\$44,545.20	\$534,542.40
<div> <div> SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS Dakota County is part of the ARMER System. Special taxation terms apply. Customer receives TS, SUA, and SUS under the pricing, terms and conditions of Minnesota State Support Contract, D.O.A. Contract No. 104183 (formerly Contract No. 16494), Release No. S-914(5)** pending updated #s for 2026-2030 contract term. MSI contract # USC000007373 will remain the same. 3 yr 2026-2028 ESS+ wNetMon (Adv Exchange REMOVED) RF Site SZ740F10301 - SZ740F10310 </div> <div> THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS </div> </div>				

I have received Applicable Statements of Work which describe the Services provided on this Agreement. Motorola's Terms and Conditions are attached hereto and incorporated herein by reference. By signing below, Customer acknowledges these terms and conditions govern all Services under this Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
Ted Hutson	CSM	12/04/2025
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
TED HUTSON	847-281-6746	

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Dakota County
Contract Number : USC000020664
Contract Modifier : R17-FEB-2025 19:50:12
Contract Start Date : 01-JAN-2026
Contract End Date : 31-DEC-2028

Service Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the County of Dakota, Minnesota ("Customer"), which entered into a Motorola Service Agreement on or about August 4, 2006 to construct an 800 MHz public safety radio system, hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to the services that Motorola will provide to Customer for and support of the 800 MHz public safety radio system in Dakota County.

Section 2 DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Service Terms and Conditions; the Service Agreement; Change Orders and Amendments executed by Motorola and the Customer after execution of the original Service Agreement; and any other attachments to any of them, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any provisions of the Service Agreement, and the Service Agreement takes precedence over any attachments, unless the Service Agreement or attachment states otherwise.

2.2 "Effective Date" is the date this Agreement is fully executed by both parties.

2.3 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement by way of Amendment.

2.4 "Modification" - Consists of a written amendment to this Agreement or Change Order signed by both parties.

2.7 "Services" means those maintenance and support and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in this Agreement. This Agreement becomes binding upon execution by both Motorola and the Customer. The term of this Agreement begins on the "Start Date" which is January 1, 2026.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in the more detailed statement of work or attached to the Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then- applicable rates for the Services. However, Motorola shall not provide additional services until the parties have executed an Amendment to the Agreement or a Change Order.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional Equipment that becomes part of the same system as the initial Equipment, the additional Equipment may be added to this Agreement by written Amendment to the Agreement and will be billed at the same rate applicable to similar equipment covered under this agreement after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional Equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice, or another date agreed to in writing by the Parties.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola shall notify Customer and the parties will execute an amendment to the Agreement to either modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or adjust the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in the Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Services exclude items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the Internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location(s) specified in the Agreement. When Motorola performs Services at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in the Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in the Agreement, the price for the Services exclude any charges or expenses associated with unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Motorola must first receive Customer's approval. Unless the unusual access requirements are an emergency, the agreement of the parties for the additional cost must be reduced to writing in the form of an amendment before Customer will be liable to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Motorola shall invoice the Customer on an annual basis in advance for the Services to be provided. The initial invoice will be for January 1, 2026 through December 31, 2026 then each year thereafter. Customer must pay each invoice in U.S. dollars within thirty (30) days of receipt of the invoice. Minnesota Statutes Section

471.425 shall apply to overdue undisputed invoices and payments to subcontractors.

Section 9 WARRANTY

Motorola warrants that the Services provided under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services is completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party commits a material breach of the Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days after receipt of the notice to provide a written plan to cure the default that is acceptable to the other party; upon plan approval the non-performing party shall promptly begin implementing the cure plan. If the non-performing party fails to provide or implement the cure plan, then the other party, in addition to any other rights available to it under law, may immediately terminate the Agreement effective upon giving a written notice of termination to the non-performing party. If Motorola is the non-performing party and the Customer terminates the Agreement due to Motorola's failure to implement or complete a cure plan, Motorola shall refund to the Customer a prorated share of annual fee paid by Customer for the Services for the year in which the default occurred.

10.2. Customer may terminate the performance of Services under the Agreement in whole or in part for any reason Customer shall determine is in the interests of the Customer. If Customer elects to terminate the Agreement pursuant to this provision, Customer shall notify Motorola by certified mail, return receipt requested, (30) calendar days prior to the effective date of such termination.

10.3 Any termination of the Agreement will not relieve either party of obligations previously incurred pursuant to the Agreement, including payments which may be due and owing at the time of termination for all services provided in a timely and professional manner consistent with the provisions of the Agreement, but excluding any prorated portion of the annual fee refunded pursuant to Section 10.1. All sums owed by Customer to Motorola will become due and payable upon receipt of an invoice from Motorola following termination of the Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for bodily injury, personal injury or death, or direct damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THE AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THE AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. The Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of the Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written amendment signed by authorized representatives of both parties.

12.2. Customer agrees to reference the Agreement on any purchase order issued in furtherance of the Agreement, however, an omission of the reference to the Agreement will not affect its applicability.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Customer will not disclose any material or information identified by Motorola as proprietary and confidential to third parties without Motorola's prior written permission, unless Motorola makes such material or information public or disclosure is required by applicable law, specifically including the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. If Customer is required by law to disclose such material or information, Customer will notify Motorola, in writing, prior to such disclosure.

13.2. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO SOLICIT EMPLOYMENT

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property that Customer has agreed to safeguard for Motorola, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in the State of Minnesota.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes or material shortages.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement. Motorola's subcontractors must comply with the requirements of Sections

17.15 through 17.15.6.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be

unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.9. Motorola agrees to indemnify, defend and hold harmless the Customer, its agents, employees, and officials from and against all liabilities, losses, and damages which may accrue against them to the extent that such liabilities, losses, and direct damages to tangible property are caused by Motorola's negligence, recklessness, intentional tortious act or omission or that of its employees, subcontractors, or agents in connection with the performance of the Agreement. Notwithstanding the above, neither party shall be liable for claims for commercial losses, special, incidental, nor consequential damages concerning third party claims, which are brought against Customer and are covered by this indemnity provision, any damages actually paid by Customer to such third parties shall be deemed to be direct and not consequential damages. Motorola will not be obligated to indemnify, defend, or hold the Customer harmless from the negligence of Customer, its agents, employees, and officials. If a court determines in a final adjudication that both Motorola and Customer are jointly liable, Motorola and Customer shall each pay their respective attorney's fees, costs of litigation and percentage liabilities.

17.10 Motorola and Customer each agree to comply with all Minnesota and Federal laws and regulations that are applicable to this Agreement.

17.11 Motorola shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, status with regard to public assistance, sexual orientation, or disability. Motorola shall take affirmative action to ensure that employees as well as applicants for employment are treated without regard to their race, color, creed, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, status with regard to public assistance, sexual orientation, or disability. Motorola, its officers, employees, Subcontractors, or any other agent of Motorola in performance of this Agreement shall act in an independent capacity and not as an officer or employee of Customer. This Agreement shall not be construed as a partnership or joint venture between Motorola or any Subcontractor and Customer.

17.12 Notices authorized or required under this Agreement must be in writing and sent to the below address:

Jenny Groskopf
Director
Risk & Emergency
Management
1590 Highway 55
Hastings, Minnesota
55033
(651) 438-4532
Jenny.Groskopf@co.dakota.mn.us

Motorola Solutions, Inc.
Attn: Ted Hutson
Customer Support Manager
2000 Progress Parkway
Schaumburg, IL 60196
(847) 281-6746

With a copy to:
Civil Division
Dakota County Attorney's
Office 1560 Highway 55
Hastings, MN 55033
(651) 438-4564

With a copy to:
Legal Department
Motorola Solutions,
Inc. 500 West Monroe
St, Chicago, Illinois
60661
(312) 728-0218

17.13 As applicable to Motorola's performance under this Agreement, Motorola shall comply with the provisions of the Minnesota prevailing wage law, Minnesota Statutes sections 177.21 through 177.44, as well as Customer's policy as follows: All Contractors and subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Dakota County and Minnesota.

17.14 Motorola shall make all reasonable efforts to ensure that Motorola's employees, officers and subcontractors do not engage in violence while performing under this contract. Violence, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

17.15 Motorola shall purchase and maintain such insurance as will protect Motorola from claims which may arise out of, or result from, Motorola's performance under this Agreement. Motorola shall secure the following coverages. Certificates of Insurance shall be issued evidencing such coverage to the County throughout the term of this Agreement.

17.15.1 Commercial General Liability Insurance
\$2,000,000 per occurrence including Independent Contractors
and products/completed operations total limit

\$2,000,000 general aggregate
\$2,000,000 personal injury and advertising liability

All policies shall be written on an occurrence basis using ISO form CG 00 01 and the Commercial General Liability policy shall be primary.

Commercial General Liability insurance shall provide that Dakota County, its officials, employees, and agents, are included as additional insured on a primary basis with respect to the operations of Motorola, using ISO endorsement form CG 20 10 .

17.15.2 Automobile Insurance
Coverage shall be provided for hired, non-owned and owned auto.

limits: \$2,000,000 per accident, combined single limit.

17.15.3 Workers' Compensation and Employer's Liability
Workers' Compensation as required by Minnesota Statutes

Employer's Liability limits:
\$500,000 per accident/\$500,000 per disease/\$500,000 per disease policy limit

17.15.4 Network Security and Privacy Liability
Network security and privacy liability insurance, including first-party costs for Contractor, for a breach that compromises data obtained while providing services under this Agreement. This insurance should to cover claims which may arise from

failure of Contractor's security resulting in computer attacks, unauthorized access, disclosure of not public data including confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be \$2,000,000 per claim with a \$4,000,000 annual aggregate limit. Claims-made coverage is acceptable.. The policy shall provide an extended reporting period of thirty-six (36) months from the expiration date of the policy, if the policy if not renewed.

- 17.15.5. Motorola's Commercial General Liability, Automobile Liability and Workers Compensation policies shall provide the County with a thirty (30) days prior written notice of cancellation.

- 17.15.6 The above sub-paragraphs establish insurance requirements.
- 17.15.7 Motorola shall not commence work until Motorola has obtained the required insurance and filed an acceptable Certificate of Insurance with the County.
- 17.15.8 Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, limits, or exceptions on liability.

**COUNTY OF DAKOTA
STATE OF MINNESOTA**

Approved as to form.

Assistant County Attorney

Date: _____

Date: _____

By: _____
Dakota County
Deputy County Manager

Date: _____
Clerk of the Board

ATTEST By: _____

Title: _____

MOTOROLA SOLUTIONS, INC.

Name: _____

Title: _____

Date: _____



DakotaCountySheriffDept Budgetary Quote

Date: 11/22/2025

Contract: USC000020664

Customer# 1036397108

Contract Start: 1/1/2026

Scope:

Essential Plus Package w/ Monitoring:

- Technical Support (24x7x365) - (ARMER state covered)
- Security Update Service - (ARMER state covered)
- Infrastructure Repair
- Dispatch and Onsite Support - Standard
- Preventive Maintenance
- Network Monitoring

System Consists of:	
1	Prime sites
9	Remote Sites
160	GTR Stations

IB System Number	Description
SZ740F10301	SZ740F10301 EMPIRE-REMOTE
SZ740F10302	SZ740F10302 ARBOR POINT-REMOTE
SZ740F10303	SZ740F10303 BUCK HILL-REMOTE
SZ740F10304	SZ740F10304 FAIRFIELD-REMOTE
SZ740F10305	SZ740F10305 HASTINGS DAKOTA
SZ740F10306	SZ740F10306 MARIE-REMOTE
SZ740F10307	SZ740F10307 PALOMINO-REMOTE
SZ740F10308	SZ740F10308 SPERRY TANK-REMOTE
SZ740F10309	SZ740F10309 VERIZON-REMOTE
SZ740F10310	SZ740F10310-Welch

CSM: Ted Hutson

AE: Kelly Ordorff

Summary:

Dakota County - Sheriff FNE RF 3 year contract USC000020664 ESS+ w/Out Adv Exchange				
Fiscal Year	2026	2027	2028	3 year Total
Support and Maintain				
Essential Plus package**				
Dispatch Service				
Network Subsystem Monitoring				
Onsite - Regular				
Preventive Maintenance Level 1				
Infrastructure Repair				
Advanced Exchange (REMOVED)				
**Technical Support, SUS, SUAll covered by the State Contract USC000007373				
Total	\$157,653.00	\$177,359.70	\$199,529.70	\$534,542.40

* Budgetary pricing pending Motorola Service Management approval and is **subject to change**.

* 3 Year term (2026 - 2028)

* 2026 (yr1) has 7% price increase with higher ~ 12 % increases in years 2 and 3 to account for pricing alignments

* NO Advanced Exchange / Replacement (Removed for cost savings)

* Assumes ARMER State contract will continue to cover Tech Support and SUS

Section 1

ASTRO 25 Essential Plus Statement of Work

1.1 Overview

Motorola Solutions' ASTRO® 25 Essential Plus Services (Essential Plus Services) provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Essential Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Essential Services consist of the following elements:

- Remote Technical Support – provided by ARMER USC000007373
- Network Hardware Repair.
- Security Update Service – provided by ARMER USC000007373
- On-site Infrastructure Response.
- Annual Preventative Maintenance.
- Network Event Monitoring.

Each of these elements is summarized below and expanded upon in Section [Essential Plus Services Detailed Description](#). In the event of a conflict between the descriptions below and an individual subsection of Section [Essential Plus Services Detailed Description](#), the individual subsection prevails.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement (Agreement) between Motorola Solutions, Inc. (Motorola Solutions) and the customer (Dakota County).

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' [Software Support Policy \(SwSP\)](#).



Remote Technical Support – provided by ARMER USC000007373

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

Security Update Service – provided by ARMER USC000007373

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network. Once tested, Motorola Solutions posts the updates to a secured extranet website, along with any recommended configuration changes, warnings, or workarounds.

On-site Infrastructure Response

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

Annual Preventive Maintenance

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

Network Event Monitoring

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.



1.2 Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and Customer Hub. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

1.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7/365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

1.2.2 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

1.2.3 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan (CSP) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.



The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.

1.2.4 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

1.2.5 Customer Hub

Supplementing the CSM and the Service Desk as the Customer points of contact, Customer Hub is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- **Remote Technical Support:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Network Hardware Repair:** Track return material authorizations (RMA) shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- **Security Update Service:** View available security updates. Access available security update downloads.
- **On-site Infrastructure Response:** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- **Annual Preventive Maintenance:** View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.
- **Orders and Contract Information:** View available information regarding orders, service contracts, and service coverage details.
- **Network Event Monitoring (Optional):** Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.

The data presented in Customer Hub is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

1.2.6 Connectivity Specifications

A monitored access link is provided with sufficient bandwidth to support the optional Network Event Monitoring and Remote Security Update Services, if included as part of the Essential Plus offering.



1.3 Essential Plus Services Detailed Description

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

1.3.1 Remote Technical Support – provided by ARMER USC000007373

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions CMSO organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

1.3.1.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' CRM system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section [Priority Level Definitions and Response Times](#).

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

1.3.1.2 Scope

The CMSO Service Desk is available via telephone 24/7/365 to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section [Priority Level Definitions and Response Times](#).



1.3.1.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products.

1.3.1.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24/7/365 to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section [Priority Level Definitions and Response Times](#).
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

1.3.1.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

1.3.1.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.



- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section [Priority Level Definitions and Response Times](#).
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

1.3.2 Network Hardware Repair

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

1.3.2.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations (IDO). At Motorola Solutions' discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

1.3.2.2 Scope

Repair authorizations are obtained by contacting the CMSO organization Service Desk, which is available 24/7/365. Repair authorizations can also be obtained by contacting the CSM.

1.3.2.3 Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third-party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life (EOL) notification.

1.3.2.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24/7, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.



- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
 - Perform an operational check on infrastructure components to determine the nature of the problem.
 - Replace malfunctioning components.
 - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
 - Perform a box unit test on serviced infrastructure components.
 - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:
 - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (NTF) to third-party vendor for repair.
 - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.
 - Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
 - When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section [Customer Responsibilities](#). If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (CST), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out (NFO). In such cases, the Customer will be responsible for paying shipping and handling charges.



1.3.2.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPSs, dropship non-standard items and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

1.3.2.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.



- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
 - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.



1.3.2.7 Repair Process

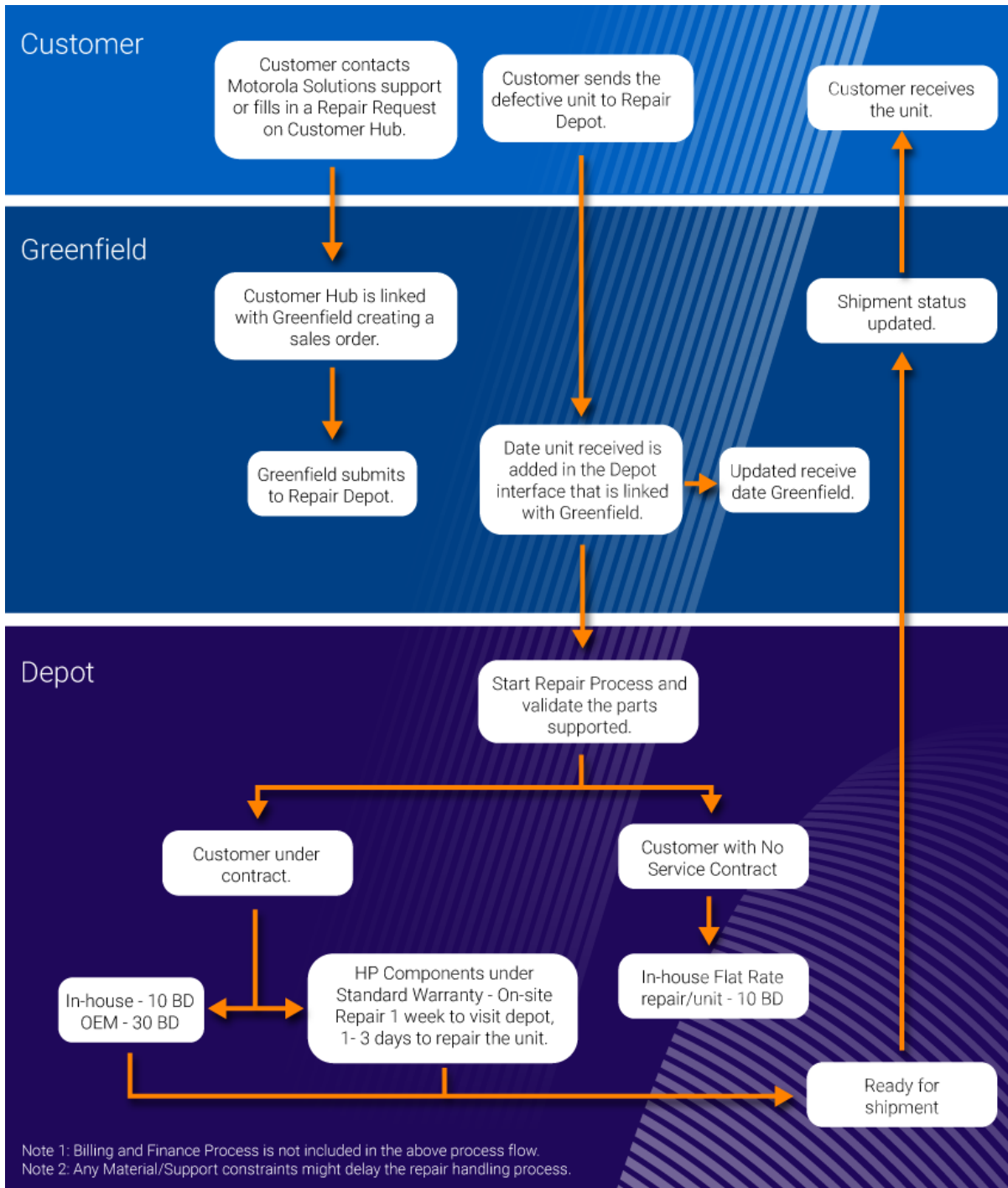


Figure 1-1: Repair Decision Process



1.3.3 Security Update Service – provided by ARMER USC000007373

Motorola Solutions' ASTRO 25 Security Update Service (SUS) provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Security update delivery is determined by the options included as part of this service. Section [Inclusions](#) indicates if options are included as part of this service.

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' [Software Support Policy \(SwSP\)](#).

1.3.3.1 Description of Service

Motorola Solutions uses a dedicated information assurance lab to test and validate security updates. Motorola Solutions deploys and tests security updates in the lab to check for and prevent potential service degradation.

Motorola Solutions releases tested, compatible security updates for download and installation. Once security updates are verified by the SUS team, Motorola Solutions uploads them to a secure website and sends a release notification email to the Customer contact to inform them that the security update release is available. If there are any recommended configuration changes, warnings, or workarounds, the SUS team will provide documentation with the security updates on the secure website.

With the base service, the Customer will be responsible for downloading security updates, installing them on applicable components, and rebooting updated components. Additional options are available for Motorola Solutions to deploy security updates, reboot servers and workstations, or both.

1.3.3.1.1 On-site Delivery

If On-site Delivery is included with SUS, Motorola Solutions provides trained technician(s) to install security updates at the Customer's location. The technician downloads and installs available security updates and coordinates any subsequent server and workstation reboots. On-Site delivery is not available for the optional transport network updates for routers, firewalls and switches. If on-site transport network updates are required please discuss this with your Motorola Solutions Customer Support Manager.

1.3.3.1.2 Reboot Support

If Reboot Support is included with SUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.



1.3.3.2 Scope

SUS includes pretested security updates for the software listed in [Table 1-2: Update Cadence](#). This table also describes the release cadence for security updates.

Table 1-2: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft SQL Server	Quarterly
Microsoft Windows third party (i.e. Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor (A2024 or earlier only)	Quarterly
PostgreSQL	Quarterly
Antivirus Software Patch(es)	Quarterly
Server Firmware Updates	Quarterly
QNAP Firmware	Quarterly
Juniper Firewall Updates	Bi-Annually*
Juniper Router Updates	Bi-annually*
Fortinet Firewall Updates	As required - no regular cadence*
Juniper Switch Updates	As required - no regular cadence*
Aruba Switch Updates	As required - no regular cadence*

**To receive the updates for ASTRO Transport Network devices, the Customer is required to "Opt-In". Please see Section 1.4 below.*

1.3.3.3 Transport Network Updates

Updates to the transport network devices, which includes routers, firewalls and switches, will be issued up to twice a year (subject to applicability of vendor updates). See Table 1.

These updates require customer specific network device configurations which can only be prepared by Motorola Solutions.

1.3.3.3.1 Opt-In

To receive configuration files for updating their transport network devices, customers must actively choose to "Opt-In."



If customers choose to perform these updates themselves, it will involve a certain level of interaction and shared responsibilities between the customer and Motorola Solutions.

The customer's decision and requirements for opting in are documented during the initial service onboarding process.

1.3.3.3.2 *Configuration Files*

When Customers “Opt-In”, their assigned Motorola Solutions engineer will provide any network configuration file updates needed for Customers to self-deploy the new device software release.

1.3.3.3.3 *Deployment Options*

The download and installation of the transport network updates are the responsibility of the Customer, with remote support from Motorola to provide configuration file updates.

An alternative option available, should the Customer require Motorola Solutions to deploy the updates, is an onsite deployment service, which is quoted separately. Please discuss this with your CSM.

Note that transport network updates are not included in the ASTRO 25 Remote Security Update Service.

1.3.3.3.4 *Change Management*

Customers are required to notify Motorola Solutions prior to deploying the updates (by calling the service desk). Your assigned MSI engineer who is supporting you with configuration changes will also raise/close the necessary Change Requests using the Motorola Solutions Change Management process.

1.3.3.4 **Inclusions**

Supported ASTRO 25 core types and security update delivery methods are included in [Table 1-3: SUS Package](#). This table indicates if Motorola Solutions will provide any SUS optional services to the Customer. SUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established [Software Support Policy \(SwSP\)](#).

Motorola Solutions reserves the right to determine, which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions’ assigned CSM for the latest supported releases.

Table 1-3: SUS Package

Service	ASTRO 25 Core Type	Included
Security Update Service Customer Self-installed	Standard Core	X



Service	ASTRO 25 Core Type	Included
Security Update Service Customer Self-installed (Transport Network Updates)*	Standard Core Simplified Core	
Security Update Service with Reboot Support	Standard Core Simplified Core	
Security Update Service with On-site Delivery	Standard Core Simplified Core	

**To receive the updates for ASTRO Transport Network devices, the Customer is required to “Opt-In”. Please see Section 1.4.*

Responsibilities for downloading and installing security updates and rebooting applicable hardware are detailed in [Section Installation and Reboot Responsibilities](#).

1.3.3.5 Motorola Solutions Responsibilities

- On the release schedule in [Section Scope](#), review relevant and appropriate security patches released by Original Equipment Manufacturer (OEM) vendors.
- Release tested and verified security patches to Motorola Solutions’ secure website.
- Publish documentation for installation, recommended configuration changes, any identified issue(s), and remediation instructions for each security update release.
- Send notifications by email when security updates are available to download from the secure website.
- For Customers who opt in to receive Transport Network Device Updates (Routers, Firewalls, Switches), Motorola Solutions shall:
 - Coordinate with the Customer to determine when Transport Network Configuration Tool (TNCT) files need to be updated.
 - Coordinate the retrieval of the current TNCT configurations from the Customer’s system.
 - Update TNCT files (where applicable) to ensure compatibility with updated device software.
 - Coordinate the deposit of the updated configurations to the Customer’s system (prior to the Customer’s planned update deployment activity).

1.3.3.6 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions’ Systems Integration and Test (SIT) team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.



- Service does not include pretested intrusion detection system (IDS) signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 Standard and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX, Critical Connect, and VESTA solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services, unless the Customer has opted-in to deploy them and receive configuration support.
- Workstation firmware, BIOS and drivers are not included in these services.
- Motorola Solutions does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

1.3.3.7 Customer Responsibilities

- Provide Motorola Solutions with predefined information necessary to complete a Customer Support Plan (CSP) prior to the Agreement start date.
- Provide timely updates on changes of information supplied in the CSP to Motorola Solutions' assigned CSM.
- Update Motorola Solutions with any changes in contact information, specifically for authorized users of Motorola Solutions' secure website.
- Provide means for accessing Motorola Solutions' secure website to collect the pretested files.
- Download and apply only to the Customer's system as applicable, based on the Customer Agreement and the scope of the purchased service. Distribution to any other system or user other than the system/user contemplated by the Customer Agreement is not permitted.
- Implement Motorola Technical Notices (MTN) to keep the system current and patchable.
- Adhere closely to the Motorola Solutions CMSO troubleshooting guidelines provided upon system acquisition. Failure to follow CMSO guidelines may cause the Customer and Motorola Solutions unnecessary or overly burdensome remediation efforts. In such cases, Motorola Solutions reserves the right to charge an additional fee for the remediation effort.
- Upgrade system to a supported system release when needed to continue service. Contact Motorola Solutions' assigned CSM for the latest supported releases.



- For Customers who opt in to receive Transport Network Device Updates (Routers, Firewalls, Switches), the Customer shall:
 - Provide required information regarding the Customer's planned deployment schedule, including proposed update period.
 - Coordinate with Motorola Solutions engineers to provide current network configuration files.
 - Coordinate with Motorola Solutions to upload replacement configuration files (where applicable).
 - Provide the information necessary for to raise a Change Request to cover the period of the transport network update activity prior to deployment of updates.
 - Notify Motorola Solutions when updates are completed.
- Comply with the terms of applicable license agreements between the Customer and non-Motorola Solutions software copyright owners.

1.3.3.8 Installation and Reboot Responsibilities

Installation and Reboot responsibilities are determined by the specific SUS package being purchased. [Table 1-4: Installation and Reboot Responsibilities Matrix](#) contains the breakdown of responsibilities. Section [Inclusions](#) indicates which services are included.

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

Table 1-4: Installation and Reboot Responsibilities Matrix

SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Security Update Service Customer Self-installed		<ul style="list-style-type: none"> ● Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website. ● When a security update requires a reboot, reboot servers and workstations after security updates are installed.



SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Customer Self-installed with Transport Network Opt-In	<ul style="list-style-type: none"> Update TNCT configurations for compatibility with device updates Raise Change requests prior to deployment of updates Close Change requests on completion of updates 	<ul style="list-style-type: none"> Deploy files to the Customer's system as instructed in the installation procedures provided on Motorola Solutions' secure website. Deploy updates and restart devices (where applicable)
Security Update Service with On-site Delivery	<ul style="list-style-type: none"> Dispatch a technician to deploy pretested files to the Customer's system. When a security update requires a reboot, reboot servers and workstations after security updates are installed. 	<ul style="list-style-type: none"> Acknowledge Motorola Solutions will reboot servers and workstations, and agree to timing.
Security Update Service with Reboot Support	<ul style="list-style-type: none"> When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed. 	<ul style="list-style-type: none"> Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website.

1.3.3.9 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola Solutions may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.



Additionally, Customers who opt-in to receive configuration files for updating their transport network devices, and that elect to self-install those updates, understand and agree to accept responsibility for and the risks associated with self-installation, which may include service interruptions or system downtime.

1.3.4 On-site Infrastructure Response

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' CMSO organization in cooperation with a local service provider.

On-site Infrastructure Response may also be referred to as On-site Support.

1.3.4.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section [Priority Level Definitions and Response Times](#).

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

1.3.4.2 Scope

On-site Infrastructure Response is available in accordance with Section [Priority Level Definitions and Response Times](#). Customer's Response Time Classification is designated in the Customer Support Plan.

1.3.4.3 Geographical Availability

On-site Infrastructure Response is available worldwide where Motorola Solutions servicers are present. Response times are based on the Customer's local time zone and site location.

1.3.4.4 Inclusions

On-site Infrastructure Response is provided for Motorola Solutions-provided infrastructure.

1.3.4.5 Motorola Solutions Responsibilities

- Receive service requests.



- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
 - Run diagnostics on the infrastructure component.
 - Replace defective infrastructure components, as supplied by the Customer.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
 - If required by the Customer's repair verification in the CSP, verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
 - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal (SCP):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

1.3.4.6 Limitations and Exclusions

The following items are excluded from this service:

- All Motorola Solutions infrastructure components beyond the post-cancellation support period.
- All third-party infrastructure components beyond the post-cancellation support period.
- All broadband infrastructure components beyond the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.



- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPSs, and test equipment.
- Racks, furniture, and cabinets.
- Tower and tower mounted equipment.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

1.3.4.7 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.



- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.

1.3.4.8 Priority Level Definitions and Response Times

This section describes the criteria Motorola Solutions used to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 1-6: Standard Level Definitions and Response Times

Incident Priority	Incident Definition	On-site Response Time
Critical P1	<p>Core: Core server or core link failure. No redundant server or link available.</p> <p>Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p>Consoles: More than 40% of a site's console positions down.</p> <p>Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p>Security Features: Security is non-functional or degraded.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
High P2	<p>Core: Core server or link failures. Redundant server or link available.</p> <p>Consoles: Between 20% and 40% of a site's console positions down.</p> <p>Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater.</p> <p>Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available.</p> <p>Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
Medium P3	<p>Consoles: Up to 20% of a site's console positions down.</p> <p>Conventional Channels: Single channel down. Redundant gateway available.</p> <p>Network Elements: Site router/switch or GPS server down. Redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Field service technician arrival on-site within 8 hours of receiving dispatch notification.</p>



Incident Priority	Incident Definition	On-site Response Time
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

Table 1-7: Premier Priority Level Definitions and Response Times

Incident Priority	Incident Definition	On-site Response Time
Critical P1	<p>Core: Core server or core link failure. No redundant server or link available.</p> <p>Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p>Consoles: More than 40% of a site's console positions down.</p> <p>Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p>Security Features: Security is non-functional or degraded.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 2 hours of receiving dispatch notification.</p>
High P2	<p>Core: Core server or link failures. Redundant server or link available.</p> <p>Consoles: Between 20% and 40% of a site's console positions down.</p> <p>Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater.</p> <p>Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available.</p> <p>Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 2 hours of receiving dispatch notification.</p>
Medium P3	<p>Consoles: Up to 20% of a site's console positions down.</p> <p>Conventional Channels: Single channel down. Redundant gateway available.</p> <p>Network Elements: Site router/switch or GPS server down. Redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Field service technician arrival on-site within 8 hours of receiving dispatch notification.</p>
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

Table 1-8: Limited Priority Level Definitions and Response Times



Incident Priority	Incident Definition	On-site Response Time
Critical P1	<p>Core: Core server or core link failure. No redundant server or link available.</p> <p>Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p>Consoles: More than 40% of a site's console positions down.</p> <p>Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p>Security Features: Security is non-functional or degraded.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
High P2	<p>Core: Core server or link failures. Redundant server or link available.</p> <p>Consoles: Between 20% and 40% of a site's console positions down.</p> <p>Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater.</p> <p>Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available.</p> <p>Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
Medium P3	<p>Consoles: Up to 20% of a site's console positions down.</p> <p>Conventional Channels: Single channel down. Redundant gateway available.</p> <p>Network Elements: Site router/switch or GPS server down. Redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Field service technician arrival on-site within 8 hours of receiving dispatch notification.</p>
Low P4	<p>Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).</p>	Not applicable.

1.3.5 Annual Preventative Maintenance

Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

1.3.5.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.



1.3.5.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

1.3.5.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products, per the level of service marked in [Table 1-9: Preventive Maintenance Level](#).

Table 1-9: Preventive Maintenance Level

Service Level	Included
Level 1 Preventive Maintenance	X
Level 2 Preventive Maintenance	

1.3.5.4 Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in Customer Hub, or as otherwise agreed in the CSP, comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
- Perform the tasks defined in Section [Preventative Maintenance Tasks](#).
 - Perform the procedures defined in Section [Site Performance Evaluation Procedures](#) for each site type on the system.
 - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
 - As applicable, use the Method of Procedure (MOP) defined for each task.



1.3.5.5 Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service:

- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

1.3.5.6 Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

1.3.5.7 Preventative Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section. Tasks will be performed based on the level of service noted in Section [Inclusions](#).

MASTER SITE CHECKLIST – LEVEL 1	
Servers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.



MASTER SITE CHECKLIST – LEVEL 1	
Network Management (NM) Client Applications	Review Unified Event Manager (UEM) events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on core security management server were updated within two weeks of current date.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.

MASTER SITE CHECKLIST – LEVEL 1	
Domain Controllers (non-Common Server Architecture)	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Firewalls	



MASTER SITE CHECKLIST – LEVEL 1	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Logging Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.

PRIME SITE CHECKLIST – LEVEL 1	
Software	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
Site Controllers	



PRIME SITE CHECKLIST – LEVEL 1	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST – LEVEL 1	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server



DISPATCH SITE CHECKLIST – LEVEL 1	
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder (IRR) Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
Computer Performance Testing	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.



DISPATCH SITE CHECKLIST – LEVEL 1	
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Logging Equipment Testing	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Playback Station (Motorola Solutions Provided)	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

RF SITE CHECKLIST – LEVEL 1	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation, PCA screens indicating potential faults for proper operation
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back if the site has GTR stations. This test is not applicable for D series stations.
Trunking Site Controller Redundancy, ASTRO® 25 Site Repeater only	Roll site controllers with no dropped audio if the site has GTR stations. This test is not applicable for D series stations.



RF SITE CHECKLIST – LEVEL 1

PM Optimization Workbook (See Section 1.3.20.8: Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.
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MOSCAD CHECKLIST – LEVEL1

MOSCAD Server	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Log in to site devices to verify passwords. Document changes if any found.
MOSCAD Client	
Equipment Alarms	Verify no warning or alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
MOSCAD RTUs	
Equipment Alarms	Verify no warning or alarm indicators.
Verify Connectivity	Verify connectivity
Password Verification	Site devices to verify passwords. Document changes if any found.
Check Alarm/Event History	Review MOSCAD alarms and events to find if there are chronic issues.



MOSCAD CHECKLIST – LEVEL1

Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
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FACILITIES CHECKLIST – LEVEL 1**Visual Inspection Exterior**

Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check exterior of building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check landscape and access road for accessibility.

Visual Inspection Interior

Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

UPS

Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
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Generator

FACILITIES CHECKLIST – LEVEL 1	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Verify generator running and check ease or difficulty of start. Is generator "throttling" or running smooth? Any loud unusual noise? Document any concerns or abnormal conditions.
Motorized Dampers	Check operation
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.
Cooling / Heating	Check each HVAC unit for cooling/heating.
Motorized Dampers	Check operation.

TOWER CHECKLIST – LEVEL 1	
Structure Condition	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
Tower Lighting	
Lights/Markers	Verify all lights and markers are operational.
Day/Night Mode	Verify day and night mode operation.



TOWER CHECKLIST – LEVEL 1	
Power Cabling	Verify that power cables are secured to tower.
Antennas and Lines	
Antennas	Visually inspect antennas for physical damage from ground using binoculars.
Transmission Lines	Verify that all transmission lines are secure on the tower.
Grounding	
Structure Grounds	Inspect grounding for damage or corrosion
Guy Wires	
Tower Guys	Visually inspect guy wires for fraying, loss of tension, or loss of connection.
Guy Wire Hardware	Check hardware for rust.
Concrete Condition	
Tower Base	Check for chips or cracks.

1.3.5.8 Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 SITE PERFORMANCE
Antennas
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data



ASTRO 25 SITE PERFORMANCE	
FDMA Mode	
Base Radio Transmitter Tests	
Base Radio Receiver Tests	
Base Radio Transmit RFDS Tests	
Receive RFDS Tests with TTA (if applicable)	
Receive RFDS Tests without TTA (if applicable)	
TDMA Mode	
Base Radio TDMA Transmitter Tests	
Base Radio TDMA Receiver Tests	
TDMA Transmit RFDS Tests	
TDMA Receive RFDS Tests with 432 Diversity TTA	
TDMA Receive RFDS Tests with 2 Independent TTAs (if applicable)	
TDMA Receive RFDS Tests without TTA (if applicable)	

1.4 Priority Level Definitions and Response Times

[Table 1-10: Priority Level Definitions and Response Times](#) describes the criteria Motorola Solutions CMSO uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 1-10: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time
Critical P1	<p>Core: Core server or core link failure. No redundant server or link available.</p> <p>Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p>Consoles: More than 40% of a site's console positions down.</p> <p>Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p>Security Features: Security is non-functional or degraded.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.</p>



Incident Priority	Incident Definition	Initial Response Time
High P2	Core: Core server or link failures. Redundant server or link available. Consoles: Between 20% and 40% of a site's console positions down. Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater. Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available. Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.
Medium P3	Consoles: Up to 20% of a site's console positions down. Conventional Channels: Single channel down. Redundant gateway available. Network Elements: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.

1.5 Network Event Monitoring

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola uses a defined set of tools to remotely monitor the Customer's ASTRO 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. CMSO technologists acknowledge and assess these incidents, and initiate a defined response.

With Network Event Monitoring, Motorola uses a Managed Services Suite of Tools (MSST) to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center (NOC). Incidents will be generated automatically based on the criteria shown in [Table 1-11: Alarm Threshold Rule Options for All Event Types](#).

Table 1-11: Alarm Threshold Rule Options for All Event Types



Standard Threshold	Optional Threshold
<p>An incident will be triggered if an event fulfills one of the two following criteria:</p> <ul style="list-style-type: none"> • Event occurs 5 times in 30 minutes. • Event causes 10 minutes of continuous downtime for a monitored component. 	<p>An incident will be triggered if an event fulfills one of the two following criteria:</p> <ul style="list-style-type: none"> • Event occurs 7 times in 30 minutes. • Event causes 15 minutes of continuous downtime for a monitored component.

The CMSO NOC agent assigns a priority level to an incident, then initiates a response in accordance with the Customer Handling Procedure (CHP). Depending on the incident, Motorola's response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola determines necessary.

To prevent duplicate incidents from being generated by the same root cause, Motorola employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an incident, Motorola and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- **Open** – Motorola's points of contact for dispatch permissions, entitlement information, and knowledge management.
- **Vendor** – Escalation and contact information.
- **Resolution** – Incident closure information.
- **Site Arrival** – Site arrival and exit process information.

The Customer will be able to access information on Network Event Monitoring activities via Customer Hub, including incident management reports. Any specific remediation and action notes from Motorola's CMSO or field service technicians will be available for the Customer to review as well.

Service Configuration Portal-Lite (SCP-Lite), which can be accessed through Customer Hub, provides a read-only view of the Customer's current service configuration, including site parameters, notification preferences and dispatch information. If the Customer or Motorola makes changes to the network, the updated information will be incorporated into SCP-Lite allowing the Customer a view of the ASTRO® 25 radio network's state.

1.5.1 Scope

Network Event Monitoring is available 24/7. Incidents generated by the monitoring service will be handled in accordance with Section [Priority Level Definitions and Response Times](#).



Network Event Monitoring is a globally provided service unless limited by data export control or other applicable local and regional regulations. Timeframes are based on the Customer's local time zone.

1.5.2 Inclusions

Network Event Monitoring is available for the devices listed in Section [Monitored Elements](#).

1.5.3 Motorola Responsibilities

- Provide a dedicated network connection necessary for monitoring the Customer's communication network. Section [Connectivity Matrix](#) describes available connectivity options.
- If determined necessary by Motorola Solutions, provide Motorola Solutions-owned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in Section [Motorola Solutions Owned and Supplied Equipment](#).
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the Customer Support Plan (CSP), and in accordance with Section [Priority Level Definitions and Response Times](#).
- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer pursuant to Section [Customer Responsibilities](#).
- Create an incident, as necessary. Gather information to perform the following:
 - Characterize the issue
 - Determine a plan of action
 - Assign and track the incident to resolution
- Provide the Customer with system configuration info, site info, system notifications, and system notes via Customer Hub.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola Solutions and the Customer as specified in Section [Customer Responsibilities](#).
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

1.5.4 Limitations and Exclusions

The following activities are outside the scope of the Network Monitoring service:

- Motorola will not monitor any elements outside of the Customer's ASTRO 25 network, or monitor infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager (UEM).
- Additional support charges above contracted service agreement fees may apply if Motorola determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola.
- Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.



- Emergency on-site visits required to resolve technical issues that cannot be resolved by working remotely with the Customer's technical resource.
- Elements deployed outside of ASTRO RNI (e.g., ASTRO CEN sites) are excluded from the service.
- System installations, upgrades, and expansions.
- Customer training.
- Hardware repair and/or replacement.
- Network security services.
- Information Assurance.

1.5.5 Customer Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit timely changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager (CSM).
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola Solutions' CSM via Customer Hub.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.



- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola Solutions to provide the monitoring service.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Contact Motorola Solutions to coordinate transition of monitoring when the responsibility for monitoring needs to be transferred to or from Motorola Solutions, as specified in pre-defined information provided in the Customer's CSP. An example of a transfer scenario is transferring monitoring from Motorola Solutions for network monitoring after normal business hours.
 - Upon contact, the Customer must provide Motorola Solutions with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.
- Acknowledge that incidents will be handled in accordance with Section [Priority Level Definitions and Response Times](#).

1.5.6 Connectivity Matrix

ASTRO connectivity should be established prior to service start date.

Table 1-12: Available Connectivity

System Type	Available Connectivity	Set up and Maintenance
ASTRO 25	ASTRO Connectivity Service	Motorola

1.5.7 Motorola Solutions Owned and Supplied Equipment

This table identifies equipment that Motorola Solutions will supply to support the network monitoring service for the duration of the service.

Table 1-13: Motorola Solutions Owned and Supplied Equipment

Equipment Type	Location Installed
Firewall/Router	Primary Site
Service Delivery Management Server (DSR only)	Primary Site for each Zone

1.5.8 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CHP.

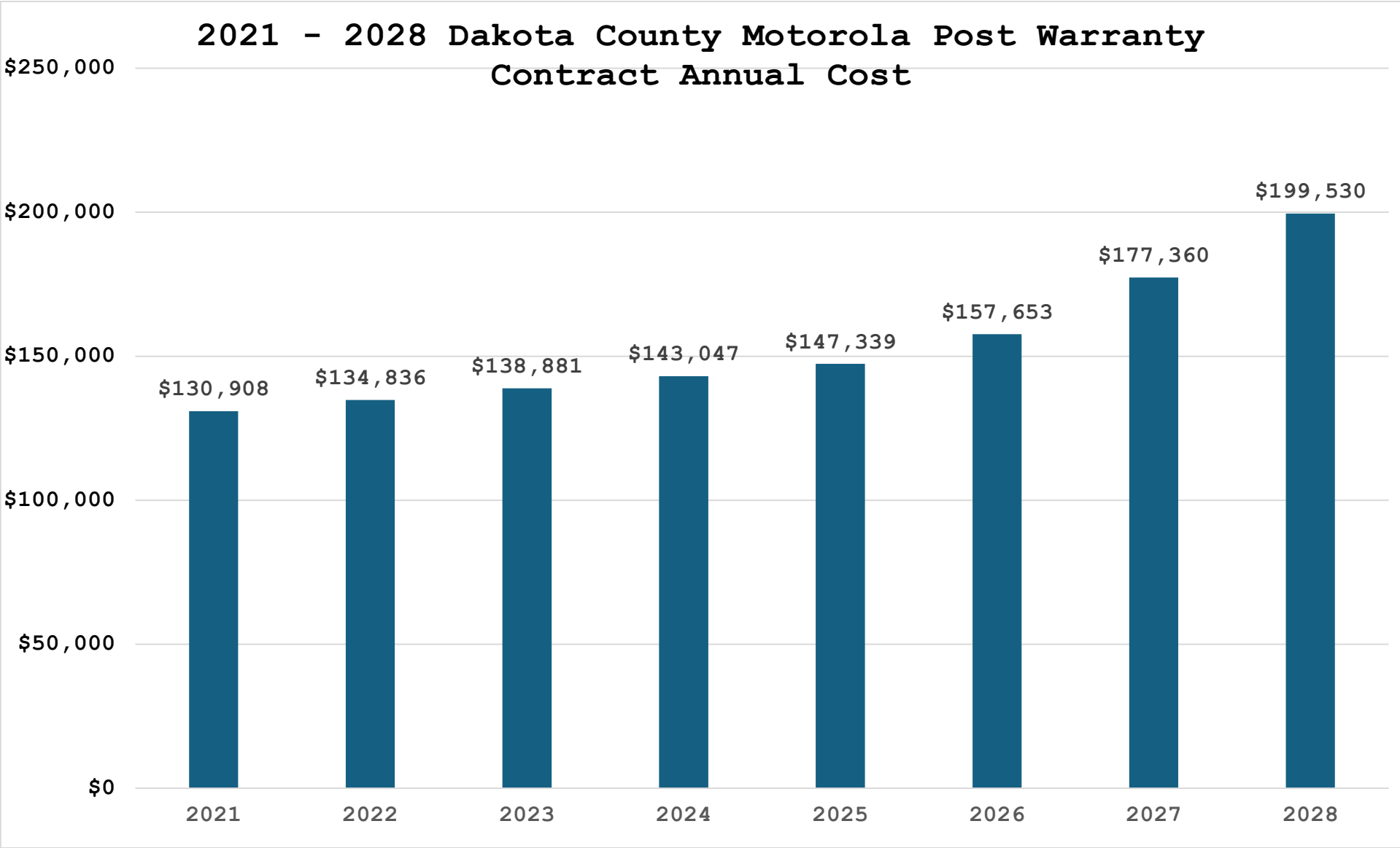
Table 1-14: Monitored Elements

Monitored Elements		
Active Directory	Enrichment Testing	Probe
Agent	Environmental	Core Switch



Monitored Elements		
AIS	ESX	Radio Interface
AMB	Exit Router	RDM
Application Server	RNI Firewall	RFDS
APX Cloud Application	Core Server	RGU
ATR	Gateway	RNG
AUC	Gateway Router	Site Router
Backup Server	Gateway Unit	RTU
Base Radio	GIS Server	SCOM Server
Call Processor	HSS	Short Data Router
Camera	Install Server	Statistical Server
CBSD	Site Switch	Storage Networking
CCGW	Licensing Service	Consoles
Load Balancer	Load Balancer	TRAK
Client Station	Logging Recorder	Terminal Server
CommandCentral AXS Dispatch Console	Logging Replay Station	Time Keeper
Controller	UNC	Training App
Conventional	UEM	Training Database
Core Router	MOSCAD Server	Trap Forwarder
Data Processing	Network Address	UCS
Database Server	Network Device	Licensing Server
Data Warehouse Server	NTP	Virtual Machine
Device Configuration Server	AIS	VMS
DNS	Application Server	VPM
Domain Controller	Packet Data Gateway	WSGU
D series Site Controller	Physical Host Environmental	ZDS
eNodeB	Physical Host Power and Network	Zone Controller
Active Directory	Power Distribution Unit	Syslog
Repeaters	Power Monitor	Proxy







Board of Commissioners

Request for Board Action

Item Number: DC-5154

Agenda #: 7.2

Meeting Date: 1/6/2026

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract For Purchase Of Esri, Inc., Enterprise Geographic Information Services Software Licenses

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a contract with Esri, Inc., for the purchase of Geographic Information Services (GIS) software licenses.

SUMMARY

Esri, Inc., has been the provider of GIS software licensing and support for Dakota County staff since the inception of the GIS Program. County staff depend upon Esri, Inc., software to create cartographic products that aid county staff in their general planning and decision making processes; provide the public access to property information and many other data layers; create datasets that are used for everything from wayfinding in parks to aiding emergency preparedness and response units locate their calls; aid in land conservation efforts; optimize staff time while enforcing State Statutes and County Ordinances; and countless other uses. Staff recommend renewing the annual contract with Esri, Inc. to extend access to software licensing and support from February 11, 2026, to February 10, 2027, in an amount not to exceed \$123,328.

Dakota County participates in the Minnesota Cooperative Purchasing Venture (CPV), which allows it to purchase goods from contracts established by the Materials Management Division (MMD) for Minnesota state agencies. The CPV currently includes a contract with Esri, Inc., for GIS software licensing and support (State Contract No. 156692). Purchasing through the CPV allows Dakota County to take advantage of the time and effort expended by MMD to develop specifications and to perform a competitive solicitation process, reducing waste and unnecessary repetition of activity.

RECOMMENDATION

Staff recommends that the Board authorize the Deputy County Manager to execute a contract to purchase the following item(s) from Esri, Inc., through the State of Minnesota Cooperative Purchasing Venture in an amount not to exceed \$123,328:

- Server based licensing: \$31,276
- Online (mobile and web applications licensing): \$53,863
- Desktop application licensing: \$38,189

EXPLANATION OF FISCAL/FTE IMPACTS

The total cost of the contract is \$123,328. This contract is funded by levy and is included in the 2026

Information Technology budget in the General Fund. This represents an increase of \$20,783 (20.3%) from the prior contract with Esri, Inc. Future expenses related to this contract will be included in the County Manager's 2027 Recommended Budget.

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

RESOLUTION

WHEREAS, Esri, Inc., has been the provider of GIS software licensing and support for Dakota County staff since the inception of the GIS Program; and

WHEREAS, an extension of the County's Enterprise GIS Software Licenses with Esri, Inc., is necessary to continue the County's GIS Program; and

WHEREAS, Dakota County participates in the Minnesota Cooperative Purchasing Venture (CPV), which allows it to purchase goods from contracts established by the Materials Management Division for Minnesota state agencies; and

WHEREAS, participation in the CPV allows Dakota County to purchase at competitive pricing without having to undertake a competitive procurement process itself; and

WHEREAS, staff recommends the purchase of the following items from Esri, Inc., pursuant to State Contract No. 156692 from February 11, 2026, to February 10, 2027, in an amount not to exceed \$123,328:

- Server based licensing: \$31,276
- Online (mobile and web applications licensing): \$53,863
- Desktop application licensing: \$38,189

; and

WHEREAS, funding for this purchase has been authorized in the 2026 Information Technology budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a contract to purchase Enterprise GIS Software Licenses from Esri, Inc., pursuant to State Contract No. 156692, in an amount not to exceed \$123,328, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Contract

Attachment: Esri Contract Annual Cost

BOARD GOALS

- ☐ A Great Place to Live ☐ A Healthy Environment
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Anthony Gomes

Author: Joe Sapletal

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: C-785(5)

DATE: August 1, 2025

PRODUCT/SERVICE: Geospatial Software and Maintenance

CONTRACT PERIOD: Contract 156692 (Esri), May 3, 2019, through January 31, 2026
Contract 160886 (R&K Solutions), July 15, 2019, through April 30, 2025 - EXPIRED

EXTENSION OPTIONS: 0 months

ACQUISITION MANAGEMENT SPECIALIST /BUYER (AMS): Elizabeth Randa

PHONE: 651.201.3122

E-MAIL: Elizabeth.Randa@state.mn.us

WEB SITE: <https://mn.gov/admin/osp/>

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
Environmental Systems Research Institute, Inc. (Esri) Chris Johnson Manager, Commercial and Government Contracts 380 New York Street Redlands, CA 92373 USA	156692	NET 30	n/a

VENDOR NO: 0000206387

Mike McKee
Senior Account Manager
MOBILE: (248) 709-8911 | **EMAIL:** mmckee@esri.com

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
R&K Solutions, Inc.	EXPIRED		

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below:

- ☒ State agencies
- ☒ Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. State agencies should make every effort to use the Contract Vendor(s) listed. However, this Contract does not prohibit State agencies from using their delegated local purchasing authority to procure similar products and services from other vendors.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

INSTRUCTIONS ON USING ESRI'S CONTRACT

Purchases from Esri are subject to the Esri Master Agreement (Esri Agreement No. 00031574.0) (MPA). The [Esri MPA](#) is attached for your review.

Ordering Instructions.

There are no minimum order requirements or charges to process an individual purchase order. Purchase orders must include:

- The name or identification of Licensee,
- Place of delivery,
- The end-user name and contact information,
- Quantity,
- Description, and
- Unit price for the Contract Vendor to fill the orders.

Esri Agreement Number 00031574.0 and the PO number must appear on all documents (e.g., purchase orders, invoices, packing slips, etc.).

Transportation.

Freight costs shall be included as a separate line on the invoice. Freight costs reductions must be passed on immediately to the State whenever they become effective.

In those situations, in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO provided location is not a post office box. The Contract Vendor will not deliver to a post office box.

The Contract Vendor must provide for electronic delivery of communications, software packages, and technical support in industry-standard, accessible formats.

If you would like to review all the terms and conditions of the contract, contact the AMS/Buyer listed above.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SERVICES.

SERVICE CERTIFICATION FORM REQUIREMENTS. Pursuant to Minn. Stat. § 16C.09, agencies must complete a "Service Contract Certification Form" prior to issuing an order for services offered from this Contract.

PROFESSIONAL/TECHNICAL (P/T) SERVICES. Professional Services must be related to the purchase of equipment (*or software, whichever applies to the Contract you are doing*) from this Contract and are limited to \$25,000 per project. For projects exceeding \$5000, agencies must complete a Professional/Technical two-signature work order document, enter a Master Work Order (MWK doc type) in the SWIFT Contract Entry module, process a Work Order Certification Form, and create a SWIFT Purchase Order against the MWK Contract for the complete order: equipment and P/T Services. The T-Number for the Work Order Contract is the vendor's OSP Contract Number listed in OSP's Contract Release document. Once these steps have been completed, only the completed Professional/Technical two-signature work order document, with both the OSP Contract Number and the Master Work Order Contract Number on it, should be sent to the vendor. Agencies cannot use a Purchase Order to procure these services, unless the total cost of the project is \$5000 or less.

NOTE: The [Professional and Technical Services Work Order Contract template](#) must be used by State agencies; non-State agencies have the option to use the [State of Minnesota Contract No. 156692 Sample Task Order](#) or any mutually agreed upon format (including a purchase order).

SPECIAL TERMS AND CONDITIONS

SCOPE. To establish a contract(s) to support mission critical and operational applications and workflows with geospatial capabilities. These applications and workflows are typically provided as software packages by commercial vendors who license and support proprietary or non-proprietary software solutions.

PRICES. Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the AMS. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

VERIFYING THE CONTRACT PRICES. The following information explains the method(s) for calculating and/or confirming the contract prices:

The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

Pricing Information for Esri's Contract:

Esri's [price schedule](#).

Esri may update the Price Schedule to add, rename or remove items each calendar quarter. Esri may, at its sole discretion, discontinue offering Products and services available under this Contract subject to the Contract Vendor's product life cycle. Notice will be provided when a Product or version will no longer be supported.

Esri is providing the State "GSA-Like Pricing." Esri has reserved the right to update the Price List through a duly executed amendment for an individual item at any time if the Price List price of that item falls below Esri's GSA pricing.

PURCHASING CARDS ALLOWED. Contract Vendors will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase limit is \$5,000 on the purchasing card, but it may be increased with the State's and the Contract Vendor's approval.

IT ACCESSIBILITY. When agencies are making purchasing decisions, the purchasing entities are responsible for evaluating the accessibility of IT products in accordance with the State of MN IT Accessibility standards that incorporate both Section 508 standards and Web Content Accessibility Guidelines 2.0 level 'AA' standards. This contract requires vendors to provide accessibility information, known as VPATs, for the products available through this contract. It is the purchasing agency's responsibility to request, collect, evaluate, and make a purchasing decision in compliance with these state laws.

DATA SECURITY. For any purchases of Esri ArcGIS Online, the Data Security terms in the [paragraph 37 of the Contract apply](#). For any purchases of Esri Managed Cloud Services, Data Security terms found in [Attachment A: Security Language for Esri Managed Cloud Services](#) shall apply. For any purchases of Esri.Tech Enclave Services, Data Security terms found in [Attachment B: Security Language for Esri.Tech Enclave](#) shall apply.

REVISIONS.

08/01/2025 Amendment No. 09 executed with Esri (Contract 156692) to extend contract at same prices, terms, and conditions.

05/02/2025 Amendment No. 08 executed with Esri (Contract 156692) to update product and price list and extend contract. Contract 160886 with R&K Solutions has expired.

05/02/2024 Amendment executed with Esri (Contract 156692) to update product and price list and extend contract.

04/30/2024 Amendment executed with R&K Solutions (Contract 160886) to extend contract at same prices, terms, and conditions.

Administrative: Update mailing address for R&K Solutions (Contract 160886).

04/17/2024 Administrative: Update contact information for Esri Account Representative.

05/01/2023 Amendment executed with R&K Solutions (Contract 160886) to extend contract at same prices, terms, and conditions.

03/07/2023 Amendment executed with Esri (Contract 156692) to update product and price list and extend contract.

08/04/2022 Amendment executed with Esri (Contract 156692) to add Professional/Technical services and update the product and price list.

04/28/2022 Amendments executed with R&K Solutions (Contract 160886) and Esri (Contract 156692) to extend contract at same prices, terms, and conditions.

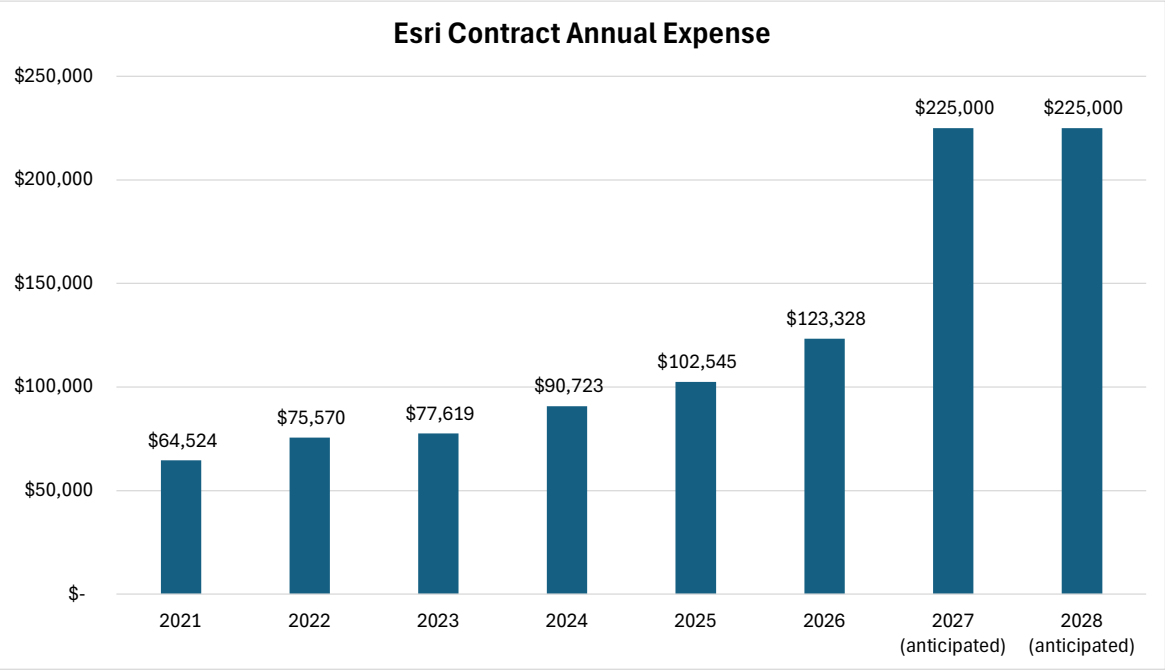
02/10/2022 Amendment with Esri (Contract 156692) to update product and price list.

05/01/2021 Amendment with R&K Solutions (Contract 160886) to extend contract at same prices, terms, and conditions. Amendment with Esri (Contract 156692) to extend contract and update product and price list

05/15/2020 Amendment with Esri (Contract 156692) to update product and price list.

11/13/2019 Administrative: Update contact information for Esri Account Representative.

07/15/2019 Executed Contract with R&K Solutions, Inc. (Contract 160886).





Board of Commissioners

Request for Board Action

Item Number: DC-5196

Agenda #: 7.3

Meeting Date: 1/6/2026

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

Authorization To Execute A Contract With The State Of Minnesota MN.IT Whole-Of-State Cybersecurity Plan

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute a contract with the State of Minnesota MN.IT Whole-of State Cybersecurity Program.

SUMMARY

The State of Minnesota has partnered with the Minnesota Cybersecurity Task Force to develop a Whole-of-State Cybersecurity Plan and present a strong, unified front against cybersecurity threats. This plan is partially funded by the Federal, State, and Local Cybersecurity Grant Program and the Minnesota Legislature.

The Whole-of-State Plan focuses on collaboration between government partners to improve visibility of threats and augmentation of security teams by providing round the clock monitoring. Through participating in this collaboration, Dakota County Information Technology staff will have access to a centralized platform where threat analysis leverages AI to track events from start to eradication without having to move between environments. Should other partners identify a threat, the communications channels are streamlined to better to ensure the threat is not also targeting our systems. The State of Minnesota will also provide after hours and weekend monitoring of our systems.

The cost of the contract is \$186,000 in year one and \$198,000 in year two for a total not to exceed amount of \$384,000 over two years. Dakota County Information Technology will terminate existing contracts totaling \$94,000 per year for a total of \$188,000 over two years, as these solutions will be replaced by the services provided by the Whole-of-State Plan.

The State of Minnesota will manage existing grants for this program on our behalf providing up to an additional \$56,000 in 2026 and \$35,000 in 2027 to help offset costs. If additional grant sources are made available, the State will provide additional discounts.

This partnership is an initial two-year commitment, after which the County can terminate the agreement with 60 day written notice.

RECOMMENDATION

Staff recommend the County Board authorize the Deputy County Manager to execute a contract for a

two-year term, with the state of Minnesota MN.IT Whole-of-State Cybersecurity Program in an amount not to exceed \$384,000.

EXPLANATION OF FISCAL/FTE IMPACTS

The total cost of this contract is \$186,000 in year one and \$198,000 in year two for a total not to exceed amount of \$384,000 over two years. Dakota County Information Technology will terminate existing contracts of \$94,000 per year for a total of \$188,000 over two years as these services will no longer be needed. The State of Minnesota will also manage existing grants and provide up to \$56,000 in 2026 and \$35,000 in 2027 to offset costs. All remaining costs for the contract (\$36,000 in 2026) will be funded by levy and are included in the 2026 Information Technology Department budget in the General Fund. Future expenses related to this contract will be included in the County Manager's 2027 Recommended Budget.

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

RESOLUTION

WHEREAS, the State of Minnesota has partnered with the Minnesota Cybersecurity Task Force to develop a Whole-of-State Cybersecurity Plan and present a strong, unified front against cybersecurity threats; and

WHEREAS, the Whole-of-State Plan focuses on collaboration between government partners to improve visibility of threats and augmentation of security teams by providing round the clock monitoring; and

WHEREAS, through participating, Dakota County Information Technology staff will have access to a centralized platform where threat analysis leverages AI to track events from start to eradication without having to move between environments; and

WHEREAS, the total cost of the contract is \$186,000 in year one and \$198,000 in year two for a total not to exceed amount of \$384,000 over two years; and

WHEREAS, the State of Minnesota will manage existing grants for this program on our behalf providing up to an additional \$56,000 in 2026 and \$35,000 in 2027 to help offset costs; and

WHEREAS, funding for this purchase has been authorized in the 2026 Information Technology budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a contract for a two-year term, with the State of Minnesota MN.IT Whole-of-State Cybersecurity Program in an amount not to exceed \$384,000, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
- ☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Tony Gomes

Author: David Senn



Board of Commissioners

Request for Board Action

Item Number: DC-5203

Agenda #: 7.4

Meeting Date: 1/6/2026

DEPARTMENT: Information Technology

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Oracle America, Inc. For Enterprise Resource Planning Software Licenses

PURPOSE/ACTION REQUESTED

Authorize the Deputy County Manager to execute the contract with Oracle America, Inc. for Enterprise Resource Planning software licenses for the period of February 2, 2026, through January 31, 2029.

SUMMARY

Dakota County went live with a new Oracle Enterprise Resource Planning, Human Capital Management and Enterprise Performance Management tool in January 2023. The system is referred to as DakotaConnect. The County contracted with Sierra-Cedar, LLC to help implement the new system as well as assist with resolution of several identified issues.

Since the inception of DakotaConnect, Dakota County had contracted with TD Synex/DLT for our licensing needs. Beginning in 2026, the County will contract with Oracle America, Inc. directly for licenses. By contracting directly with Oracle America, the County will save 15%, over a three-year period, from what the projected estimated cost would have been, had the County continued with TD Synex/DLT.

RECOMMENDATION

Staff recommends that the Board authorize the Deputy County Manager to execute a contract with Oracle America, Inc. for a three-year total contract amount not to exceed \$2,561,750 for Enterprise Resource Planning software licenses.

EXPLANATION OF FISCAL/FTE IMPACTS

The annual cost of this contract is \$853,916.67. The cost of this contract is funded by levy and is included in the 2026 Adopted Budget in the General Fund as part of the Information Technology Department budget. Future costs associated with this contract will be included in the 2027, 2028, and 2029 County Manager's Recommended Budget.

- | | | |
|--|--|---|
| <input type="checkbox"/> None | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

WHEREAS, on June 26, 2020, Dakota County staff issued a Request for Proposal (RFP) for an

Enterprise Resource Planning (ERP) Solution with implementation services; and

WHEREAS, by July 24, 2020, 16 proposals were received by the County in response to the RFP; and

WHEREAS, the proposal submitted by Sierra-Cedar, LLC for the Oracle Enterprise Resource Planning, Human Capital Management and Enterprise Performance Management Cloud applications was found to be the best solution to meet or exceed Dakota County's requirements as specified in the RFP and provide the best value to the County; and

WHEREAS, the County entered into a Master Services Agreement and Statement of Work with Sierra-Cedar, LLC to provide the implementation, training and support services required; and

WHEREAS, the County contracted with TD Synex/DLT for program licensing; and

WHEREAS, the County went live with the new system on January 3, 2023; and

WHEREAS, the County has worked with Oracle America, Inc. to provide an estimate of \$2,561,750 for the new licenses to cover the next three years; and

WHEREAS, funding for this purchase is included in the 2026 Information Technology budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Deputy County Manager to execute a contract with Oracle America, Inc for a three-year total contract from February 2, 2026 to January 31, 2029 amount not to exceed \$2,561,750 for Enterprise Resource Planning software licenses, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

- | | |
|---|--|
| <input type="checkbox"/> A Great Place to Live | <input type="checkbox"/> A Healthy Environment |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input checked="" type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Tony Gomes

Author: Jeff Goettl



Board of Commissioners

Request for Board Action

Item Number: DC-5137

Agenda #: 8.1

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Information

TITLE

Official County Newspaper And Public Notices

PURPOSE/ACTION REQUESTED

Update on the official County newspaper and printing of legal notices through the year 2026.

SUMMARY

The Dakota County Board of Commissioners are required by Minn. Stat. § 375.12 to advertise for bids for County legal printing and award the bid at the first board meeting of the year. Minn. Stat. § 331A.06 authorizes the County to award the printing contract for a term up to three years.

Bids were received for the printing of County legal notices for 2024 through 2026 on October 26, 2023. By Resolution No. 24-006 (January 2, 2024), the Hastings Journal was awarded the contract as the official newspaper for three years, 2024 through 2026, for the printing of County legal notices. The Publication of the Delinquent Tax List (1st insertion) was awarded to The Hastings Journal. It is a contract for three years to print the notice and published list of real estate remaining delinquent on the first Monday of January each year. The Dakota County Tribune was awarded the Publication of the Delinquent Tax List (2nd insertion). The First Publication of the County's Financial Statement was awarded to the Dakota Tribune. The Second Publication of the County's Financial Statement was awarded to The Hastings Journal.

In 2025 the Hastings Journal had 3,492 subscribers (includes print and electronic pdf). The average online visitors per week was 22,782.

Since these contracts continue until December 31, 2026, there is no change in the County's official newspaper or the second newspaper for first publication of the County's financial statement.

As of 2019, the County Board authorized the publication solicitations of transportation projects on the County website, pursuant to Minn. Stat. § 331A.12.

RECOMMENDATION

None. Information only.

EXPLANATION OF FISCAL/FTE IMPACTS

- | | | |
|--|---|--------------------------------|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> New FTE(s) requested | |

RESOLUTION

Information only, no action requested.

PREVIOUS BOARD ACTION

24-006; 1/2/24

21-018; 1/5/21

ATTACHMENTS

Attachment: None.

BOARD GOALS

☐ A Great Place to Live

☐ A Healthy Environment

☐ A Successful Place for Business and Jobs

☒ Excellence in Public Service

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5204

Agenda #: 8.2

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointment Of County Board Members To Boards/Committees For 2026

PURPOSE/ACTION REQUESTED

- Appoint County Board members to interagency boards/committees/commissions
- Appoint County Board members as liaison commissioner to the Dakota-Scott Workforce Development Board
- Appoint County Board members to in-County boards/committees

SUMMARY

County Board members are appointed annually to various interagency boards, as well as in-County boards/committees. A County Board member is also appointed annually as liaison commissioner to the Dakota-Scott Workforce Development Board.

The attachment lists the annual commissioner appointments. Please note: County Board members also serve on other interagency groups for which they individually applied or were appointed by other entities, such as the National Association of Counties. These are not included in the annual appointments.

RECOMMENDATION

The Chair recommends appointments for 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints, as recommended by the County Board Chair, County Board members to serve on interagency boards, in-County boards, and as liaison Commissioners for 2026, as follows:

Board Committees of the Whole -

General Government and Policy Committee:

All Commissioners
Workman (Chair)

Community Services Committee:

All Commissioners
Slavik (Chair)

Physical Development Committee:

All Commissioners
Holberg (Chair)

Metropolitan Inter-Agency Appointments -

Association of MN Counties:

Board of Directors Member - Hamann-Roland, Droste (Alternate)
District X - Hamann-Roland, Droste (Alternate)
General Government Policy Committee - Slavik
Environment & Natural Resources Policy Committee - Workman, Hamann-Roland
Health & Human Services Policy Committee - Halverson
Public Safety Policy Committee - Atkins
Transportation & Infrastructure Policy Committee - Holberg, Droste

Cannon River One Watershed One Plan:

Slavik, Droste (Alternate)

Dakota 911 Board of Directors:

Slavik
Droste (Alternate)

Facility Operations Advisory Committee for Thompson Park Centers:

Atkins
Halverson

Greater MSP (appointed by Dakota County Community Development Agency)

Greater Metropolitan Workforce Council:

Hamann-Roland

I-35W Solutions Alliance Board:

Workman (Chair)
Holberg

Metropolitan Emergency Services Board (MESB):

Atkins
Droste
Hamann-Roland (Alternate)

MESB Executive Committee:

Droste

Metropolitan Library Service Agency Board (MELSA):

Halverson

Metropolitan Mosquito Control District (MMCD):

Workman
Hamann-Roland
Halverson

MMCD Executive Committee:

Workman

Minnesota Inter-County Association Board (MICA):

Halverson
Droste

Minnesota Valley Transit Authority (MVTA):

Hamann-Roland

Regional Solid Waste Hauler Licensing Board:

Workman

State Community Health Services Advisory Committee:

Halverson

Transportation Advisory Board-Metropolitan Council:

Holberg
Droste (Alternate)

Vermillion River Watershed Joint Powers Board:

Slavik
Hamann-Roland
Droste (Alternate)

In-County Appointments -

Dakota County Board/Court Policy Committee:

Holberg
Atkins

Dakota County Community Development Agency (CDA) Board reappointment(s):

Atkins (2-year term)
Droste (3-year term)
Workman (3-year term)
Holberg (3-year term)

Dakota County Law Library Board:

Holberg

Dakota County Regional Railroad Authority:

All Commissioners
Hamann-Roland (Chair)

Droste (Vice-Chair)
Halverson (Secretary/Treasurer)

Liaison Commissioner Appointments -
Dakota-Scott Workforce Development Board:
Hamann-Roland

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: DRAFT Appointments List

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Heidi Welsch
Author: Jeni Reynolds



Office of the County Board
Dakota County Administration Center 1590 Highway 55 Hastings MN 55033
651. 438.4418

2026 Board Interagency Appointments

Dakota County Board of Commissioners

	Halverson, Chair	Droste, Vice-Chair
District 1	Mike Slavik	
District 2	Joe Atkins	
District 3	Laurie Halverson	
District 4	William "Bill" Droste	
District 5	Liz Workman	
District 6	Mary Liz Holberg	
District 7	Mary Hamann-Roland	

2026 Appointments

Board Committees of the Whole

(GGP) General Government and Policy Committee	All Commissioners Workman (Chair)
(CS) Community Services Committee	All Commissioners Slavik (Chair)
(PD) Physical Development Committee	All Commissioners Holberg (Chair)

Metropolitan Inter-Agency Appointments

Association of MN Counties (AMC)

Board of Directors Member

Hamann-Roland

Droste (Alternate)

District X

Hamann-Roland

Droste (Alternate)

General Government Policy Committee

Slavik

Environment & Natural Resources Policy Committee

Workman, Hamann-Roland

Health and Human Services Policy Committee

Halverson

Public Safety Policy Committee

Atkins

Transportation and Infrastructure Policy Committee

Holberg, Droste

Cannon River One Watershed One Plan (1W1P)

Slavik

Droste (Alternate)

Dakota 911 Board of Directors

Slavik

Droste (Alternate)

Facility Operations Advisory Committee for Thompson Park Centers (FOATP)

Atkins

Halverson

Greater Metropolitan Workforce Council

Hamann-Roland

Greater MSP (Appointed by CDA Board)

Appointed by CDA Board

I-35W Solutions Alliance Board (I-35W)

Workman (Chair)

Holberg

Metropolitan Emergency Services Board (MESB)

Atkins

Droste

Hamann-Roland (Alternate)

MESB Executive Committee

Droste

Metropolitan Library Service Agency Board (MELSA)	Halverson
Metropolitan Mosquito Control District (MMCD)	Workman
	Hamann-Roland
	Halverson
MMCD Executive Committee	Workman
Minnesota Inter-County Association Board (MICA)	Halverson
	Droste
Minnesota Valley Transit Authority (MVTa)	Hamann-Roland
Regional Solid Waste Hauler Licensing Board	Workman
State Community Health Services Advisory Committee (SCHSAC)	Halverson
Transportation Advisory Board–Metropolitan Council (MC-TAB)	Holberg
	Droste (Alternate)
Vermillion River Watershed Joint Powers Board (VRW-JP)	Slavik
	Hamann-Roland
	Droste (Alternate)
In-County Appointments	
Dakota County Board/Court Policy Committee (CCP)	Holberg
	Atkins
Dakota County Community Development Agency Board (CDA)	Atkins (2- year term)
	Droste (3-year term)
	Workman (3-year term)
	Holberg (3-year term)
Dakota County Law Library Board (LLC)	Holberg
Dakota County Regional Railroad Authority (RRA)	All Commissioners
	Hamann-Roland (Chair)
	Droste (Vice-Chair)

Halverson (Secretary/Treasurer)

Liaison Commissioner Appointments

Dakota-Scott Workforce Development Board (WDB)

Hamann-Roland

DRAFT



Board of Commissioners

Request for Board Action

Item Number: DC-5206

Agenda #: 8.3

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Ratification Of Appointment Of Chairs Of Committees Of The Whole For 2026

PURPOSE/ACTION REQUESTED

- Ratify County Board Chair's recommendation for appointment of County Board members to serve as chairs for Board Committees of the Whole.
- Endorse County Board Chair's recommendation for a County Board member to serve as Chair and Vice-Chair of the Dakota County Regional Railroad Authority.

SUMMARY

The Dakota County Board of Commissioners Operating Rules and Guidelines states the appointments of the Chairs of the Committees of the Whole shall be recommended by the County Board Chair with ratification by the full Board at the organizational meeting each year.

The 2025 Chairs were as follows:

General Government and Policy (GGP) Committee of the Whole	Workman
Community Services Committee of the Whole	Halverson
Physical Development Committee of the Whole	Holberg
Regional Railroad Authority	Hamann-Roland
Regional Railroad Authority Vice-Chair	Halverson

RECOMMENDATION

The County Board Chair makes recommendations for 2026 Chairs of the Committees of the Whole and the Regional Railroad Authority.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby ratifies the County

Board Chair's recommendation and appoints the following County Board members to serve as Chairs for the Committees of the Whole for 2026:

General Government and Policy Committee of the Whole Chair Workman

Community Services Committee of the Whole Chair Slavik

Physical Development Committee of the Whole Chair Holberg

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby endorses the County Board Chair's following recommendation for Chair of the Dakota County Regional Railroad Authority for 2026, and refers the appointments to the Dakota County Regional Railroad Authority:

Regional Railroad Authority Chair Hamann-Roland

Regional Railroad Vice-Chair Droste

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5207

Agenda #: 8.4

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Designation Of 2026 Official Voting Delegates For Association Of Minnesota Counties

PURPOSE/ACTION REQUESTED

Designate Association of Minnesota Counties (AMC) 2026 official voting delegates for Dakota County.

SUMMARY

AMC delegates cast ballots at the annual AMC conference and may participate in AMC policy committees (Environmental/Natural Resources, General Government, Health and Human Services, Public Safety, and Transportation).

RECOMMENDATION

Staff recommends designating the voting delegates as listed in the resolution.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby designates the following County officials as official voting delegates to represent Dakota County at the Association of Minnesota Counties (AMC) Annual Conference and during the year 2026:

Commissioner Mike Slavik
Commissioner Joe Atkins
Commissioner Laurie Halverson
Commissioner William Droste
Commissioner Liz Workman
Commissioner Mary Liz Holberg
Commissioner Mary Hamann-Roland
County Manager
Deputy County Manager
Public Services and Revenue Director

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None.

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5192

Agenda #: 8.5

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointments To Metropolitan Emergency Services Board Radio Technical Operations Committee And 911 Technical Operations Committee

PURPOSE/ACTION REQUESTED

Appoint one member and one alternate (optional) to both the Metropolitan Emergency Services Board (MESB) Radio Technical Operations Committee and the MESB 911 Technical Operations Committee.

SUMMARY

By Resolution No. 25-010 on January 7, 2025, the County Board made the 2025 appointments to the Radio Technical Operations Committee and 911 Technical Operations Committees of the MESB. The 2025 representatives were as follows:

Radio Technical Operations Committee

Member: Ron Jansen, Radio Systems Coordinator, Office of Risk Management

Alternate: Kelly Miller, Dakota County Emergency Manager

911 Technical Operations Committee

Member: Brent Anderson, Operations Manager, Dakota 911

Alternate: Heidi Hieserich, Executive Director, Dakota 911 or successor

The MESB bylaws provide for each county to appoint one representative to the Radio Technical Operations Committee with the option of one alternate. The MESB bylaws also provide for each county to appoint one representative to the 911 Technical Operations Committee with the option of one alternate.

RECOMMENDATION

The Office of Risk Management, in coordination with the Dakota 911 Executive Director, recommend the continuation of the existing committee members for 2026:

Radio Technical Operations Committee

Member: Ron Jansen, Radio Systems Coordinator, Office of Risk Management

Alternate: Kelly Miller, Dakota County Emergency Manager

911 Technical Operations Committee

Member: Brent Anderson, Operations Manager, Dakota 911

Alternate: Heidi Hieserich, Executive Director, Dakota 911 or successor

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, the Metropolitan Emergency Services Board (MESB) bylaws provide for each member to appoint one representative to the Radio Technical Operations Committee with the option of one alternate; and

WHEREAS, the MESB bylaws also provide for each member to appoint one representative to the 911 Technical Operations Committee with the option of one alternate; and

WHEREAS, the Office of Risk Management, and the Dakota 911 Executive Director recommend the continuation of the existing committee members for 2026.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby continue the appointment of the following individuals to the Radio Technical Operations Committee of the Metropolitan Emergency Services Board for 2026:

Representative: Ron Jansen, Radio Systems Coordinator, Office of Risk Management
Alternate: Kelly Miller, Dakota County Emergency Manager
; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby continue the appointment of the following individuals to the 911 Technical Operations Committee of the Metropolitan Emergency Services Board for 2026:

Representative: Brent Anderson, Operations Manager, Dakota 911
Alternate: Heidi Hieserich, Executive Director, Dakota 911 or successor

PREVIOUS BOARD ACTION

25-010; 1/7/2025

ATTACHMENTS

Attachment: None

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Jenny Groskopf
Author: Kelly Miller



Board of Commissioners

Request for Board Action

Item Number: DC-5208

Agenda #: 8.6

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointment To Rosemount Research And Outreach Center Advisory Committee

PURPOSE/ACTION REQUESTED

Reappoint the Physical Development Director to the Rosemount Research and Outreach Center Advisory Committee.

SUMMARY

The Rosemount Research and Outreach Center is a part of the University of Minnesota. The Rosemount Research and Outreach Center mission supports research that enhances the quality of agricultural production, human health, renewable energy and the environment, and to disseminate the benefits of this research to the public.

Over the past several years a person appointed by the Board has served on the Rosemount Research and Outreach Center Advisory Committee. The current appointee is the Physical Development Director and staff recommends reappointment.

RECOMMENDATION

Staff recommends reappointing the Physical Development Director, Georg Fischer to the Rosemount Research and Outreach Center Advisory Committee for 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby recommends to the University of Minnesota the reappointment of Physical Development Director, Georg Fischer to the Rosemount Research and Outreach Center at UMORE Park Advisory Committee for 2026.

PREVIOUS BOARD ACTION

25-011; 1/7/25

24-013; 1/2/24

ATTACHMENTS

Attachment: None.

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5237

Agenda #: 8.7

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointment To Airlake Airport Advisory Commission

PURPOSE/ACTION REQUESTED

The Metropolitan Airport Commission (MAC) requests that Dakota County reappoint representative(s) to serve a two-year term on the Airlake Airport Advisory Commission (AAAC).

SUMMARY

The MAC formed the AAAC to provide a forum for strengthening relationships between MAC, airport users, stakeholders, and the community. Membership is being sought from surrounding cities, Dakota County, airport businesses, and pilots.

The Commission discusses matters concerning the Airlake Airport as well as shares information with respective communities about the airport. Meetings are anticipated to be twice annually.

Given the relationship between a potential airport runway expansion and its potential impacts on County State Aid Highway 23 (Cedar Avenue), it is recommended that Erin Laberee, County Engineer, be reappointed as the Dakota County representative to the AAAC and Kurt Chatfield, Planning Manager, as the alternate representative.

RECOMMENDATION

Staff recommends the County Board reappoint Erin Laberee, County Engineer, to serve as Dakota County's primary representative on the AAAC and Kurt Chatfield, Planning Manager, to serve as an alternate representative on the Commission from January 1, 2026 to December 31, 2027.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, the Metropolitan Airports Commission requests that Dakota County reappoint representative(s) to serve a two-year term on the Airlake Airport Advisory Commission; and

WHEREAS, Airlake Airport is adjacent to County State Aid Highway 23 (Cedar Avenue), and its operations may impact the highway operations; and

WHEREAS, this advisory commission is intended to share information concerning airport operations.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby reappoints Erin Laberee as the primary representative to the Commission and Kurt Chatfield as the alternate representative for a two-year term, January 1, 2026 to December 31, 2027.

PREVIOUS BOARD ACTION

22-087; 2/22/22

ATTACHMENTS

Attachment: AAAC Bylaws

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☒ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds

Metropolitan Airports Commission
Bylaws and Rules of Procedure



Adopted November 17, 2025
Effective November 18, 2025

Metropolitan Airports Commission
Bylaws and Rules of Procedure

Article I: The Corporation

The principal office of the Metropolitan Airports Commission (the "Corporation") is at 6040 28th Avenue South, Minneapolis, Minnesota 55450, and the books and records of the Corporation are kept at the principal office. The Corporation's executive director has the title of Executive Director/Chief Executive Officer.

Article II: Meetings of the Commission

1. Regular meetings of the governing body of the Corporation (the "Commission") will be held on the third Monday of each month at 1:00 p.m. When the regular meeting date falls on a holiday, the meeting will be held on the day following. A regular meeting may be rescheduled to a later day or time in the month by action of the Chairperson. Special meetings may be called by the Chairperson whenever deemed necessary, or whenever two or more Commissioners request the Chairperson in writing to call a special meeting, specifying in their written request the reason or reasons for the call of the special meeting.
2. Unless otherwise designated by majority vote of the Commissioners or by action of the Chairperson, regular and special meetings will be held at the Commission's designated meeting room within Terminal 1 at Minneapolis-St. Paul International Airport, presently Room LT-3048A or as it may be relocated within Terminal 1.
3. The Corporation's Executive Director/Chief Executive Officer must be advised of the call for special and ad hoc meetings in time to comply with the notice requirements of these Bylaws. A notice must be delivered to each Commissioner at least 48 hours in advance of each regular or adjourned regular meeting. The notice must state the time and place of the meeting and include an agenda setting out in general terms the purpose or purposes and matters to be considered at the meeting. Failure to send initial notice of any regular meeting, however, will not invalidate the meeting if it is held at the time and place specified in the first two paragraphs of this Article. Except as otherwise allowed by Minnesota Statutes, section 473.604, subdivision 5, notice of special, rescheduled regular, or ad hoc meetings must state the time and place and include an agenda setting out the purpose or purposes and matters to be considered at the meeting, and must be delivered by the Executive Director/Chief Executive Officer to each Commissioner at least three calendar days before the time of meeting.
4. A bulletin and notice board is maintained within Terminal 1 in an area open to the public and adjacent to the regular meeting place for Commission meetings. Notice of the time, place, and agenda for regular and special meetings of the Commission, and notice of cancellation or adjournment of any meetings of the Commission will be posted on the bulletin and notice board. The notice will be posted at least 3 days before the meeting or before the time the meeting would be held but for the cancellation or adjournment of the meeting. The notice will not be removed until the scheduled time for the meeting has passed. Notices of meetings will also be posted on the Corporation's website.

5. A quorum is required for the transaction of business at all meetings of the Commission. A majority of all of the members of the Commission constitutes a quorum, but a lesser number may meet and adjourn from time to time and compel the attendance of absent members to procure a quorum for the adjourned meeting. Notice of adjournment must be delivered to all absent Commissioners at least 48 hours before the time set for the adjourned meeting.
6. Data for inclusion in the agenda for regular and special meetings must be in the hands of the Executive Director/Chief Executive Officer at least five calendar days before the date set for the meeting. The agenda must include:
 - a. Reports and written recommendations of committees to be submitted for Commission review and action.
 - b. Matters submitted in writing by any Commissioner for Commission consideration.
 - c. Matters for Commission consideration proposed by the Corporation's Executive Director/Chief Executive Officer, approved for inclusion by the Corporation's Chairperson.
7. At regular meetings and at special meetings called "for the transaction of general business" the Chairperson of the meeting has the power to amend the agenda for the meeting, including for the purpose of considering and taking action on business other than that set forth in the agenda for the meeting. The call for a special meeting "for the transaction of general business" constitutes notice of the intended transaction of any business which might properly be transacted at a regular meeting. At all other special meetings, consideration of non-agenda business may be approved by two-thirds affirmative vote of all Commissioners in attendance and voting, and including all Commissioners counted for quorum purposes. Except as provided above, no business may be transacted at any special meetings, other than that set out in the agenda included with the call.
8. Except as otherwise provided by the Corporation's organic law or as prescribed by these Bylaws, Robert's Rules of Order Revised (Eleventh Edition), govern and control the Commissioners, acting for the Corporation as a whole or through committee or subcommittee of the Commission, in the conduct of the Corporation's corporate affairs.

Article III: Duties of Officials

1. The duties of the Chairperson, Vice-Chairperson, and Secretary are those as are usually imposed upon such officials of corporations and as are required by law, and those expressly assigned to them by the Corporation. At any meeting of the Commission, if the Chairperson is absent or for any reason unable to act, the Vice-Chairperson, or in his or her absence, the Chairperson pro tem., will perform all the Chairperson's duties at the meeting; and in case of the absence or inability to act of the Secretary, the Chairperson, or in his or her absence, the Vice-Chairperson, or in his or her absence, the Chairperson pro tem., will designate an acting Secretary to perform all the duties of the Secretary at the meeting.
2. Meetings will be called to order by the Chairperson or, in his or her absence, by the Vice-Chairperson. In the absence of both, any Commissioner may call the meeting to order and those present may elect a Chairperson pro tem.

Article IV: Committees

1. The Corporation operates through committees of the Commission which deal with all aspects of the Corporation's business assigned to them, through comprehensive and appropriate study by staff, consultants, through public input, and through research and discussion. Consistent with the policies of the Corporation, its committees make recommendations to the Commission for action.
2. The Chairperson and Vice-Chairperson of the Corporation and the Chairperson of all other standing committees are members of each standing committee. The Chairperson is responsible for appointments from the Commission membership of committee members and of the Chairperson and Vice-Chairperson of each committee.
3. There are two standing committees:

- a. Operations, Finance and Administration Committee

The Operations, Finance and Administration Committee consists of up to seven members, in addition to the Corporation's Chairperson, Vice-Chairperson, and the Chairperson of the Planning, Development and Environment Committee. The Committee monitors and supervises the Corporation's fiscal affairs and its financial and compliance audit activities, and considers, studies, reviews, and makes recommendations to the Commission related to the Corporation's operations and maintenance, ground transportation and parking, facilities, emergency programs, police, fire, and emergency communications, reliever airports, commercial management, non-aeronautical reliever airports agreements, airline affairs, concessions, risk/insurance, human resources, labor relations, affirmative action, diversity issues, and legal matters.

- b. Planning, Development and Environment Committee

The Planning, Development and Environment Committee consists of up to seven members, in addition to the Corporation's Chairperson, Vice-Chairperson, and the Chairperson of the Operations, Finance and Administration Committee. The Committee considers, studies, reviews, and makes recommendations to the Commission related to the Corporation's Capital Improvement Program, airport planning, strategic planning, facility development programs, land acquisition and disposal, community and stakeholder engagement, public affairs and marketing, environmental programs and planning, air service development, information technology, legislative matters, and sustainability.

4. From time to time as may be required, the Chairperson of the Corporation may appoint from the Commission membership ad hoc committees for special purposes and to meet special needs. These committees will report to the Commission and serve until their duties are completed or until discharged by the Chairperson.
5. The Operations, Finance and Administration Committee and the Planning, Development and Environment Committee meet on the first Monday of each month. When the regular meeting date falls on a holiday, the meeting is held on the day following. Other meetings of standing and ad hoc committees are at the call of the Committee Chairperson. Meetings of the standing and ad hoc committees will be held at the Commission's designated meeting room within Terminal 1 at Minneapolis-St. Paul International Airport, presently Room LT-3048A or as it may be relocated

within Terminal 1, or elsewhere at times as set by the committee Chairperson; but a meeting may be cancelled, rescheduled, or adjourned to later days in the month by the committee Chairperson or the Chairperson of the Corporation. A quorum is required for the transaction of committee business at all committee meetings, and any committee action must be taken by the affirmative vote of a majority of the members in attendance and voting. For regular and special standing committee meetings a quorum is established by four Commissioners. For ad hoc committee meetings a quorum is established by a majority of the members of the ad hoc committee.

6. A bulletin and notice board is maintained within Terminal 1 in an area open to the public and adjacent to the regular meeting place for Commission meetings. Notice of the time, place, and agenda for meetings of standing or ad hoc committees, and notice of cancellation or adjournment of any meetings of committees will be posted on the bulletin and notice board. The notice will be posted at least 3 days before the meeting or before the time the meeting would be held but for the cancellation or adjournment of the meeting. The notice will not be removed until the scheduled time for the meeting has passed. Notices of meetings will also be posted on the Corporation's website.

Article V: Commission Responsibilities and Delegations of Authority

1. The Commission, acting for the Corporation, has the responsibility to determine and establish the Corporation's policy in the fulfillment of its statutory responsibilities and to interpret the policy to the Corporation's Executive Director/Chief Executive Officer and to the Corporation's staff.
2. Except as otherwise provided by law, or unless otherwise specifically directed by the Commission, all contracts and documents of any character authorized by the Commission must be executed by the Executive Director/Chief Executive Officer or his or her designee.
3. The Corporation's Executive Director/Chief Executive Officer, acting through the Corporation's staff and agents, is responsible for the operation, management, and promotion of all activities with which the Corporation is charged, in accordance with the policy of the Corporation, and to that end, is accountable to the Commission. The Executive Director/Chief Executive Officer must perform these responsibilities for the benefit of the Corporation in a reasonable and prudent manner and must keep the Chairperson of the Commission reasonably apprised of the performance of these responsibilities.
 - a. In accordance with these duties, and provided the amount of expenditure or amount in controversy is less than \$175,000, the Commission delegates to the Executive Director/Chief Executive Officer the following responsibilities:
 - i. The Executive Director/Chief Executive Officer may incur liabilities, enter into agreements, make expenditures, and make grant match commitments on behalf of the Corporation, without separate delegation by the Commission, unless approval by the Commission is required by law or policy of the Corporation.
 - ii. Notwithstanding the foregoing general delegation of authority to enter into agreements, the Executive Director/Chief Executive Officer may enter into property agreements on behalf of the Corporation only when the term of the agreement is less than 30 days.

- iii. The Executive Director/Chief Executive Officer may negotiate and execute the terms of settlement of any legal or administrative action.
- b. In accordance with these duties, the Commission also delegates to the Executive Director/Chief Executive Officer the following responsibilities:
 - i. The Executive Director/Chief Executive Officer may (1) authorize the expenditure of funds obtained through asset sharing requests with federal agencies in accordance with the applicable federal program requirements; (2) authorize the expenditure of funds obtained by operation of Minnesota Statutes, chapter 169A or chapter 609 as allowed by law; and (3) authorize the acceptance of procurement responses relating to these expenditures.
 - ii. The Executive Director/Chief Executive Officer may waive legal conflicts, initiate legal action on behalf of the Corporation, and request the requirement of litigation bonds under section 473.675 of Minnesota Statutes.
 - iii. The Executive Director/Chief Executive Officer may, on behalf of the Corporation, accept gifts (under Minnesota Statutes, section 473.556), grants, or other forms of aid, and execute any associated agreements.
 - iv. The Executive Director/Chief Executive Officer may hire employees, set their duties and compensation, and remove them.
 - v. The Executive Director/Chief Executive Officer may enter into indemnification agreements with employees, including agreements to advance expenses, and may, but is not obligated to, purchase insurance on behalf of employees, with such coverages and other conditions as the Executive Director/Chief Executive Officer deems appropriate.
 - vi. The Executive Director/Chief Executive Officer must faithfully execute the rules, regulations, and ordinances of the Corporation.

The Executive Director/Chief Executive Officer may further delegate the responsibilities listed in this Article V, section 3 specifically in writing or generally through a policy of the Corporation.

Article VI: Disbursement of Monies

1. Upon approval by the Corporation, disbursement of monies of the Corporation must be on order of the Executive Director/Chief Executive Officer or in his or her absence, by his or her designated representative, countersigned by the Corporation's Chief Financial Officer, or in his or her absence, by his or her designated representative.
2. The Commission's establishment of the annual budget setting out anticipated expenditures by category and upward or downward revision of that budget during the Corporation's fiscal year constitute prior approval for each type of expenditure. Authorization by vote of the Commission is required for transfer of budgeted amounts between or among categories or to appropriate additional funds for each category. The Executive Director/Chief Executive Officer must provide for the daily operation and management of the Corporation within the expenditure guidelines of the annual budget. Commission approval of a contract constitutes prior approval of disbursements made under the contract within the constraints of the budget for all contract payments, except final

construction contract payments, which require Commission approval.

The Executive Director/Chief Executive Officer is responsible for securing adequate quantities of office, janitorial maintenance and repair materials and supplies and the rent of sufficient equipment necessary for the smooth, continuous operation of the Corporation's system of airports and all facilities associated with the system of airports. The Executive Director/Chief Executive Officer's authority to secure these items is subject to the Corporation's purchasing procedures and to the category budget constraints of the annual budget.

During the fiscal year, the Commission must be provided periodic updates of expenditures by category. At any time during the fiscal year, the Executive Director/Chief Executive Officer may recommend to the full Commission that all or any unencumbered appropriation balances of individual categories be transferred to those categories that require additional budgeted funds. In addition, the Executive Director/Chief Executive Officer may recommend to the full Commission the appropriation of additional funds above and beyond those approved at the time of budget adoption. After the fiscal year has concluded, a final accounting of expenditures by category must be presented to the Commission for approval of the final expenditure amounts by category.

The major operating and non-operating expense categories (non-CIP) include the following:

Operating Expenses

- i. Personnel
- ii. Administrative Expenses
- iii. Professional Services
- iv. Utilities
- v. Operating Services
- vi. Maintenance
- vii. Other

Non-Operating Expenses

- i. Debt Service
- ii. Equipment Purchases
- iii. Other

3. Subject to, and without limiting the provisions of, Minnesota Statutes, section 473.605, Commissioners will receive a per diem payment for attendance at meetings of the Commission or its committees.

The Corporation's Chairperson, or in his or her absence, the Vice-Chairperson, within the budgeted limits on Commissioner per diem payments, may approve attendance and participation of Commissioners at meetings other than those of the Commission or of its committees that constitute representation of the Corporation for which per diem is to be paid. Such per diem payments must be based upon written authorization.

4. A written listing of all payments issued through the accounts payable process, expenses incurred, and revenues received for the previous month must be submitted to the Commission at each of its meetings.

Article VII: Indemnification

The Commission shall indemnify any Commissioner, Commission officer, or employee made or threatened to be made a party to any civil, criminal, administrative, arbitration, or investigative proceeding, or in connection with an appearance as a witness in a proceeding at a time when such person has not been made or threatened to be made a party to such a proceeding, arising out of the Commissioners', Commission officers', or employees' official capacity with the Commission against judgments, penalties, fines, settlements, and reasonable expenses, including attorneys' fees and disbursements, incurred by the Commissioner, Commission officer, or employee in connection with the proceeding, and shall pay for or reimburse the reasonable expenses (including attorney's fees) incurred by the Commissioner, Commission officer or employee in advance of the final disposition of the proceeding, to the fullest extent permitted by law and in accordance any written advancement and indemnity agreements and policies authorized by the Commission. The Commission may purchase and maintain insurance (including without limitation insurance for legal expenses and costs incurred in connection with defending any claim, proceeding or lawsuit) on behalf of any Commissioner, Commission officer, or employee against any liability asserted against such person incurred in any such capacity or arising out of his or her status as such, whether or not the Commission would have the power to indemnify such person against such liability under the provisions of this Article.

Article VIII: Corporate Seal

The corporate seal of the Corporation is in the circular form and is inscribed with the words "Metropolitan Airports Commission," the words "Corporate Seal," and the words and figures "Established 1943." Use of the corporate seal on Corporation documents is permitted, but not required.

Article IX: Notice of Investigations, Inquiries, and Hearings

Except as otherwise covered by state or federal law or regulation, notice of investigations, inquiries, and hearings conducted by the Corporation must be published by giving at least a 15-days' notice by publication in an appropriate legal newspaper of general circulation in the metropolitan area and by mailing, by email or US mail, a copy of the notice to all interested parties who have registered their names with the Corporation for that purpose. Publication and mailing of the notice and the filing of proof thereof must be under the direction and supervision of the Executive Director/Chief Executive Officer.

Article X: Amendment of Bylaws

These Bylaws may be amended by vote of two-thirds of the Commission's membership at any regular or special meeting of the Commission, provided that the notice of the regular or special meeting must include a copy of the proposed amendment or amendments and must give notice that the amendment(s) will be brought to the attention of the Commissioners for action at the regular or special meeting.



Board of Commissioners

Request for Board Action

Item Number: DC-5211

Agenda #: 8.8

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointments To Extension Committee

PURPOSE/ACTION REQUESTED

Appoint/reappoint individuals to expired and/or vacant terms. Six terms are expiring, three terms are vacant.

SUMMARY

The Extension Committee, in partnership with the University of Minnesota, assists in approving programs, establishing budget, and selecting and evaluating professional staff to improve the quality of life and enhance the economy and the environment through education, applied research, and the resources of the University.

Membership: 9 members; 1 individual/district and 2 At-large Youth

Meetings: Bi-monthly

Location: Dakota County Extension and Conservation Center, Farmington

Term: 2 years, 1 4-H calendar year for At-large Youth

Term Limit: 2 consecutive terms

The 2025 membership as appointed by the County Board is as follows:

District	First	Last	Expiration	Term
1	VACANT		12/31/26	0
2	Cynthia	Gehrig	12/31/25	2
3	Alison	Johnson	12/31/25	3
4	Barrett	Voight	12/31/25	1
5	Amber	Cameron	12/31/26	7
6	VACANT		12/31/26	0
7	Mary Beth	Kufrin	12/31/25	2
At-large Youth	Elijah	Daniel	9/30/25	1
At-large Youth	VACANT		9/30/25	0

RECOMMENDATION

Staff recommends individuals be appointed/reappointed to any expiring or vacant terms. Any application(s) or interest for reappointment were distributed to the Board for review. Appointments to vacant terms can be filled at any time throughout the year.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby reappoints the following individual to the Extension Committee for a two-year term ending December 31, 2027:

District 2 - Cynthia Gehrig
District 3 - Alison Johnson
District 4 - Barrett Voight
District 7 - Mary Beth Kufrin
; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby by appoints the following individual to the Extension Committee for a one-year term ending September 30, 2026:

At-large Youth - Elijah Daniel

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Application(s) (distributed to Board only)

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Heidi Welsch
Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5212

Agenda #: 8.9

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointments To Library Advisory Committee

PURPOSE/ACTION REQUESTED

Appoint/reappoint individuals to expired and/or vacant terms. Five terms are expiring, no terms are vacant.

SUMMARY

Library Advisory Committee has the following responsibilities: review and make decisions on disputed material; advise the Library Director on responsibilities in the development of public programming for library services; develop recommended annual work plans for the Committee; review and make recommendations on long-range plans for the Library; accept gifts of up to \$500 for public library purposes; and make recommendations governing library operations.

Membership: 9 members; 1 individual/district and 2 At-large Youth

Meetings: Bi-Monthly (6 times a year)

Location: Various library locations

Term: 2 years; At-large Youth 1 year

Term Limit: Three consecutive terms

The 2025 membership appointed by the County Board is as follows:

District	First	Last	Expiration	Term
1	MaryJanice	Alongi	12/31/25	2
2	Ann	Matthews-Bausssen	12/31/26	1
3	Robin	Cerio	12/31/25	2
4	Kari	Cahn	12/31/26	2
5	Lee	Knutson	12/31/26	1
6	Lynette	Cargill	12/31/26	3
7	Patricia	Schoenecker	12/31/25	2
At-large Youth	Olivia	Tri	12/31/25	1
At-large Youth	Shefali	Meagher	12/31/25	1

RECOMMENDATION

Staff recommends individuals be appointed/reappointed to any expiring or vacant terms. Any application(s) or interest for reappointment were distributed to the Board for review. Appointments to vacant terms can be filled at any time throughout the year.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints/reappoints the following individuals to the Library Advisory Committee to a two-year term ending December 31, 2027:

District 1, MaryJanice Alongi
District 3, Robin Cerio
; and

BE IT FUTHER RESOLVED, That the Dakota County Board of Commissioners hereby appoints/reappoints the following individuals to the Library Advisory Committee to a one-year term ending December 31, 2026:

At-large Youth, Olivia Tri

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Application(s) (distributed to Board only)

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Heidi Welsch
Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5213

Agenda #: 8.10

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointments To Personnel Board Of Appeals

PURPOSE/ACTION REQUESTED

Appoint/reappoint individuals to expired and/or vacant terms. One term is expiring, no terms are vacant.

SUMMARY

The Personnel Board of Appeals provides the County Board with an impartial and knowledgeable analysis of facts concerning appeals filed by employees or applicants.

Membership: 4 members; all members are At-large

Meetings: Full-day hearings as needed

Location: Administration Center, Hastings

Term: 3 years

Term Limit: Two three-year terms

Policy 3420 specifies that membership requires residency in Dakota County and ten years of managerial experience in an organization comparable in size to the County or five or more years of professional experience in labor relations or civil law. In order to obtain balance in members' views and backgrounds, the following should be considered in the appointment process:

- Public Sector Background
- Private Sector Background
- Legal Background
- Personnel/Industrial Relations Background
- Large Organization Background
- Organized Labor Background
- PBA Diversity

The current 2025 membership appointed by the County Board is as follows:

District	First	LastName	Expiration	Term
At-large	Randall	Kins	12/31/25	2
At-large	Roger	Czaia	12/31/26	3
At-large	William	Cound	12/31/27	2
At-large	Daniel	Wells	12/31/26	2

RECOMMENDATION

Staff recommends the individual be appointed/reappointed to any expiring term. Any application(s) or interest for reappointment were distributed to the Board for review. Appointments to vacant terms can be filled at any time throughout the year.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby reappoints the following individual to the Personnel Board of Appeals for a three-year term ending December 31, 2028:

At-large, Randall Kins

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Application(s) (distributed to Board only)

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5214

Agenda #: 8.11

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointments To Planning Commission

PURPOSE/ACTION REQUESTED

Appoint/reappoint individuals to expiring and/or vacant terms on the Planning Commission. All terms are expiring, one term is vacant.

SUMMARY

The Planning Commission reviews plans and proposals and makes policy recommendations to the County Board in the following areas; transportation, transit, parks, trails and greenways, land conservation, water resources, and environmental management. The Planning Commission may review capital projects or be asked by the County Board to address emerging issues that impact the physical or natural infrastructure of Dakota County. In addition, the Planning Commission considers conditional use permits in the shoreland and floodplain areas of Dakota County.

Membership: 14 members; 2 individuals/district
Meetings: Monthly or as necessary
Location: Western Service Center, Apple Valley
Term: 1 year
Term Limit: None

The 2025 membership, as appointed by the County Board, is as follows:

District	First	Last	Expiration	Term
1	Dennis	Peine	1/6/26	4
1	Jerry	Rich	1/6/26	8
2	Amy	Hunting	1/6/26	10
2	Lori	Hansen	1/6/26	12
3	Jill	Smith	1/6/26	13
3	VACANT		1/6/26	0
4	Paul	Nasvik	1/6/26	1
4	Barry	Graham	1/6/26	13
5	Abdinasir	Ibrahim	1/6/26	2
5	Andrea	Vaubel	1/6/26	1
6	Stephen	Shurts	1/6/26	2
6	James	Guttmann	1/6/26	9
7	Anthony	Nelson	1/6/26	18

7	Kelly	Kausel	1/6/26	3
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RECOMMENDATION

Staff recommends individuals be appointed/reappointed to any expiring or vacant terms. Any application(s) or interest for reappointment were distributed to the Board for review. Appointments to vacant terms can be filled at any time throughout the year.

EXPLANATION OF FISCAL/FTE IMPACTS

- | | | |
|--|---|--------------------------------|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | <input type="checkbox"/> New FTE(s) requested | |

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints/reappoints the following individuals to the Planning Commission for one-year terms ending January 5, 2027:

District 1, Dennis Peine
District 1, Jerry Rich
District 2, Amy Hunting
District 2, Lori Hansen
District 3, Jill Smith
District 4, Paul Nasvik
District 4, Barry Graham
District 5, Abdinasir Ibrahim
District 5, Andrea Vaubel
District 6, Stephen Shurts
District 6, James Guttman
District 7, Anthony Nelson
District 7, Kelly Kausel

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Application(s) (distributed to Board only)

BOARD GOALS

- | | |
|---|---|
| <input type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input checked="" type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Heidi Welsch
Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5215

Agenda #: 8.12

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointments To Public Art Advisory Committee

PURPOSE/ACTION REQUESTED

Appoint/reappoint individuals to expired and/or vacant terms. Seven terms are expiring, five terms are vacant.

SUMMARY

The Public Art Advisory Committee was established to recommend to the County Board art to be placed in County public buildings, within criteria and a process approved by the County Board.

Membership: 11 members; 1 individual/district, 2 At-large individuals,
plus 2 At-large Youth

Meetings: Monthly

Location: Western Service Center, Apple Valley

Term: 2 years; At-large Youth 1 year

Term Limit: 3 consecutive terms

The 2025 membership appointed by the County Board is as follows:

District	First	Last Name	Expiration	Term
1	VACANT		12/31/25	0
2	Michael	Todaro	12/31/25	2
3	VACANT		12/31/26	0
4	Cheryl	Caponi	12/31/26	2
5	VACANT		12/31/26	0
6	Robert	Erickson	12/31/25	2
7	JuliAnne	Jonker	12/31/26	2
At-large	Allen	Tsai	12/31/25	2
At-large	VACANT		12/31/25	0
At-large Youth	Annika	Phomsamouth	12/31/25	2
At-large Youth	VACANT		12/31/25	0

RECOMMENDATION

Staff recommends individuals be appointed/reappointed to any expiring or vacant terms. Any application(s) or interest for reappointment were distributed to the Board for review. Appointments to vacant terms can be filled at any time throughout the year.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints/reappoints the following individuals to the Public Art Advisory Committee for a two-year term ending December 31, 2027:

District 2, Michael Todoro
District 6, Robert Erickson
At-large, Allen Tsai
At-large, Cynthia Gehrig

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Application(s) (distributed to Board only)

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Heidi Welsch
Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5216

Agenda #: 8.13

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointments To Special Board Of Appeals And Equalization

PURPOSE/ACTION REQUESTED

Appoint/reappoint individuals to vacant and/or expired terms. Three terms are expiring, one term is vacant.

SUMMARY

The Board hears appeals from property owners regarding property valuation or classification which will be the basis for real estate taxes and may change any valuation or classification which in its opinion is incorrect.

Membership: 7 members; 1 individual/district

Meetings: Typically meets on an annual basis, usually the first or second week in June

Term: 2 years

Term Limit: None

Prior Board action requires that at least one member must be a real estate appraiser, realtor, or other person familiar with property valuation in the county. Additionally, legislation passed in 2008 requires that there be at least one member at each meeting who has attended an appeals and equalization course provided or approved by the Minnesota Department of Revenue within the last four years.

The 2025 membership appointed by the County Board is as follows:

District	First	Last Name	Expiration	Term
1	John	Moes	12/31/25	2
2	Paul	Hark	12/31/26	2
3	VACANT		12/31/26	0
4	Paul	Sakariassen	12/31/26	2
5	Christopher	Baddeley	12/31/25	4
6	Patricia	Zuzek	12/31/25	4
7	Thomas	Goodwin	12/31/26	1

RECOMMENDATION

Staff recommends individuals be appointed/reappointed to any expiring or vacant terms. Any application(s) or interest for reappointment were distributed to the Board for review. Appointments to vacant terms can be filled at any time throughout the year.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby appoints/reappoints the following individuals to the Special Board of Appeal and Equalization for a two-year term ending December 31, 2027:

District 1, John Moes
District 5, Christopher Baddeley
District 6, Patricia Zuzek

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Application(s) (distributed to Board only)

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Heidi Welsch
Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5236

Agenda #: 8.14

Meeting Date: 1/6/2026

DEPARTMENT: Office of the County Manager

FILE TYPE: Consent Action

TITLE

Appointment Of At-Large Commissioner To Dakota County Community Development Agency Board

PURPOSE/ACTION REQUESTED

Reappoint the At-large Commissioner on the Dakota County Community Development Agency Board.

SUMMARY

To fulfill a federal requirement, an At-large Board position was included on the Dakota County Community Development Agency (CDA) Board of Commissioners. The CDA, as an administrator of the federal Housing Choice Voucher and Public Housing programs, is required by the U.S. Department of Housing and Urban Development to have one Board member who is a public housing resident or participant in the Housing Choice Voucher Program.

In 2016, the Minnesota Legislature approved amendments to the CDA's enabling legislation (Minn. Stat. § 383D.41, subd. 5), to add an eighth At-large member to the CDA Board to be filled by an eligible resident board member as defined by federal regulations and to vote solely on items related to the Housing Choice Voucher and Public Housing programs.

Applications were not solicited, as the current At-large Commissioner, is interested in reappointment.

RECOMMENDATION

Reappointment of the current At-large Commissioner.

EXPLANATION OF FISCAL/FTE IMPACTS

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

RESOLUTION

WHEREAS, a special law codified as Minn. Stat. § 383D.41, defines the membership of the Dakota County Community Development Agency (CDA) Board of Commissioners and membership consists of seven commissioners representing each of the seven Dakota County Board of Commissioner's districts; and

WHEREAS, Title 24, Part 964, Subpart E of the Code of Federal Regulations directs that the governing body of a public housing agency with the characteristics of the Dakota County CDA, must

contain at least one public housing eligible resident board member; and

WHEREAS, during the 2016 Legislative Session, the Minnesota Legislature enacted an amendment to Minn. Stat. § 383D.41, subd. 5, authorizing the CDA Board to add an eighth At-large Commissioner to the CDA Board to be filled by an eligible resident board member as defined by federal regulations; and

WHEREAS, Dakota County CDA Board Officers have a recommendation for the At-large Commissioner appointment to the CDA Board.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby reappoints Muralidharan Velikolangara to the At-large Commissioner position for a term of three years, as provided in the Community Development Agency Bylaws.

PREVIOUS BOARD ACTION

23-102; 3/14/23

20-341; 7/14/20

ATTACHMENTS

Attachment: None.

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☒ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACT

Department Head: Heidi Welsch

Author: Jeni Reynolds



Board of Commissioners

Request for Board Action

Item Number: DC-5195

Agenda #: 8.15

Meeting Date: 1/6/2026

DEPARTMENT: Human Resources

FILE TYPE: Consent Action

TITLE

Approval Of Revisions To Policies 3200 Pay Practices And 3380 Separation From Employment

PURPOSE/ACTION REQUESTED

Approve revisions to policies 3200 Pay Practices and 3380 Separation From Employment as summarized below and reflected in the revised versions attached.

SUMMARY

The Human Resources Department periodically reviews and recommends revisions to policies to maintain and enhance the effective and responsive provision of human resource services in the County. Human Resources is recommending the following revisions to Policy 3200 Pay Practices and 3380 Separation From Employment as summarized below:

3200 Pay Practices

- Add definition for “Employee Resource Groups”
- Revise Meal and Rest Breaks to align with recent changes in the law
- Add Employee Resource Group Chair Pay
- Add “Paid Time Off Usage” provision
- Update clarify language regarding workplace closures and disruptions

3380 Separation From Employment

- Update and clarify language under Layoff procedures
- Other non-substantive administrative changes

RECOMMENDATION

Staff recommends approval of the proposed policy updates.

EXPLANATION OF FISCAL/FTE IMPACTS

The estimated cost of implementing a new Employee Resource Group (ERG) monthly chair stipend is between \$350 and \$700 per month, or between \$4,200 and \$8,400 per year. The cost associated with this stipend will be paid for with levy out of the Human Resources Department budget in the General Fund.

- | | | |
|--|--|---|
| <input type="checkbox"/> None | <input checked="" type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

WHEREAS, the Employee Relations Department periodically reviews and recommends revisions to policies to maintain and enhance the effective and responsive provision of human resource services in the County; and

WHEREAS, the revisions are summarized below:

3200 Pay Practices

- Add definition for “Employee Resource Groups”
- Revise Meal and Rest Breaks to align with recent changes in the law
- Add Employee Resource Group Chair Pay
- Add “Paid Time Off Usage” provision
- Update clarify language regarding workplace closures and disruptions

3380 Separation From Employment

- Update and clarify language under Layoff procedures
- Other non-substantive administrative changes

NOW, THEREFORE, BE IT RESOLVED, that the Dakota County Board of Commissioners hereby adopts the proposed revisions to Policy 3200 Pay Practices and 3380 Separation from Employment and authorizes the Human Resources Director to modify said policy accordingly.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Policy 3200 - Pay Practices

Attachment: Policy 3380 - Separation From Employment

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Andy Benish

Author: Andy Benish



Policy 3200 Pay Practices

Version:

Effective Date:

Board or Administrative: Board

Policy Statement

It is the policy of Dakota County to provide fair and consistent pay practices for all employees while maintaining effective services and public accountability.

Definitions

- “The County” refers to the officers, employees, agencies, and facilities of Dakota County, a political subdivision of the state.
- “The County Board” refers to the Dakota County Board of Commissioners.
- “Exempt employees” refers to those employees whose job assignments meet the federal and state requirements for overtime exemption.
- “Nonexempt employees” refers to those employees who are paid on an hourly basis and are eligible for overtime compensation.
- “Workweek” refers to the County’s standard workweek, which begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.
- “Pay period” refers to two consecutive workweeks.
- “Employee Resource Groups (ERGs)” refers to voluntary, employee-led groups that serve as a resource for members and the organization by fostering an inclusive, diverse, equitable, and accessible workplace in support of employees who hold identities from traditionally underrepresented or marginalized groups

Source

Minn. Stat. §§ 177.21, *et seq.*; 181.172; 383D.05, *et seq.*; 471.426; 29 U.S.C. §§ 201, *et seq.*

General

Dakota County is accountable to the public for the proper use of taxpayer funds including the hours worked by its employees and the services provided to the public by County employees. This Pay Practices Policy supports the rule of public accountability while providing fair and consistent pay standards for all County employees.

Employee work schedules are structured to provide for the efficient, effective, and responsive provision of County government services.

Work Hours

Exempt Employees

Exempt employees are required to work their regularly assigned workday schedule during a pay period, unless otherwise approved by their supervisor, and to work whatever additional hours are necessary to fulfill their job responsibilities. If an exempt employee works at least one hour but less than eight hours on any workday during a pay period, with supervisory approval the exempt employee may work more than eight hours on another workday of the same pay period without using Flex Leave hours, provided at least eighty workday hours are worked during the pay period. Authorized make-up work shall only be performed on a workday. All other workday absences during a pay period shall be recorded as Flex Leave (or sick Leave for those employees still carrying such balance) or unpaid leave if no paid leave is available. Abuse of this schedule adjustment privilege is strictly prohibited and may result in discipline, up to and including termination of employment.

Nonexempt employees

Full-time, nonexempt employees work the equivalent of an 8-hour day, or 40-hour workweek, except for authorized absences. Normal working hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, or an equivalent number of hours through a work schedule arranged by the responsible authority. Flexible employee work schedules will not compromise effective government services.

Each nonexempt employee is assigned a work schedule by their supervisor and is expected to begin and end work according to that schedule.

Nonexempt employees are expected to work their regularly assigned work hours. The normal workday for full-time nonexempt employees generally consists of eight (8) hours of work with a 30-minute unpaid meal break and two paid 15-minute rest breaks. To accommodate business needs, it may be necessary to change individual work schedules on either a short- or long-term basis. Absent supervisory approval, absences may not be made up with schedule adjustment during the current workweek and must instead be recorded as Flex Leave. Nonexempt employees may not adjust their

work schedules or work additional hours for the purpose of reducing recorded Flex Leave hours or avoiding the use of Flex Leave hours.

Meal and Rest Breaks

The County provides ~~all~~ nonexempt employees with one uninterrupted, unpaid meal break of at least 30 consecutive minutes each workday that an employee is scheduled to work six (6) ~~eight (8)~~ or more consecutive hours. This provision applies to all employees except in instances where meal and rest breaks have been established as part of a collective bargaining agreement. The County expects nonexempt employees to take all their meal breaks and complies with Minnesota law in this regard.

For all employees, ~~M~~meal breaks should ~~generally~~ be taken around the midpoint of the workday and should be scheduled with supervisory input to accommodate business requirements. Nonexempt employees are expected to take at least 30 consecutive minutes for their meal breaks and perform no work during their meal breaks.

There may be times when a nonexempt employee's meal break is interrupted due to the demands of work. If a nonexempt employee's meal break is interrupted, such that the employee is unable to take a meal break of at least 30 consecutive minutes, the meal break should be treated as a paid break and recorded as time worked in the County's electronic time reporting system. Generally, failure to take a meal break does not shorten the workday. Absent prior supervisory approval, a nonexempt employee may not voluntarily work through a meal break to shorten the scheduled workday.

The County also provides nonexempt employees paid rest breaks in accordance with Minnesota law. Nonexempt employees receive a paid 15-minute rest break within each four consecutive hours of work. For example, a nonexempt employee who is scheduled to work eight (8) or more consecutive hours will receive a paid 15-minute break within the first four (4) hours of the employee's workday, a 30-minute unpaid meal break around the midpoint of the workday, and an additional paid 15-minute break within the last four (4) hours of the workday. Nonexempt employees are prohibited from performing any work during their paid rest breaks. Additional rest breaks beyond those provided for herein, will be treated as unpaid and are prohibited absent prior supervisory approval.

Absent prior Department/Division Director approval, meal and rest breaks may not be combined to create a larger break. Nor may meal and/or rest breaks be scheduled to occur at the end of the workday or otherwise have the effect of shortening the scheduled workday.

Exempt employees are also entitled to take lunch and rest breaks during a workday provided that all regularly scheduled work hours during the workday are worked or otherwise accounted for in accordance with this policy (see Work Hours for exempt employees above).

Overtime

Exempt employees

Exempt employees receive a guaranteed salary as payment for all hours worked during the workweek and are not entitled to additional overtime pay or compensatory time off.

Nonexempt employees

Nonexempt employees are overtime eligible. Supervisors will assign overtime to, or approve overtime for, nonexempt employees, and may require nonexempt employees to work overtime. As much advance notice as practicable will be provided when overtime is required so that nonexempt employees can plan their personal responsibilities accordingly.

Nonexempt employees are generally not permitted to work overtime without prior supervisory approval. However, certain situations (e.g., providing customer service, attending meetings that extend beyond the end of the normal workday, etc.) may necessitate working overtime without first obtaining supervisory approval. In the event a nonexempt employee works overtime without prior supervisory approval, the employee must record the overtime hours on their timecard and notify their supervisor of the overtime work as soon as practicable.

Nonexempt employees who are not covered under a collective bargaining agreement will receive compensatory time off at a rate of 1.5 hours for each hour worked in excess of 40 in a workweek.

Nonexempt employees may not accrue more than 80 hours of compensatory time off. Those who have accrued 80 hours of compensatory time off will receive overtime pay in lieu of additional compensatory time off. Compensatory time off may be taken within a reasonable period after it is requested so long as it does not unduly disrupt the County's operations. All paid hours (time actually worked, Flex Leave hours taken, holiday pay) except compensatory time taken contribute toward hours worked for the calculation of 40 hours in a workweek.

Shift Differential Pay

Nonexempt employees who are assigned to work nontraditional schedules will receive \$1.30 per hour shift differential pay. A nontraditional schedule is one in which an employee is regularly scheduled to work between the hours of 6:00 p.m. and 6:00 a.m. The shift differential is only paid for hours actually worked between the hours of 6:00 p.m. and 6:00 a.m. and is not paid for periods when no work is performed due to Flex Leave, holidays, illness, or other absences (whether approved or unapproved). Employees who are unsure whether their position is eligible for shift differential pay should ask their supervisor.

On-Call Pay

Nonexempt employees will receive \$2.00 per hour for all hours they are scheduled to be on-call, in addition to pay at their respective normal hourly rate for all hours actually worked while on-call. An on-call employee will be considered to be working from the time a call is received until the work is completed; this time is considered work time and must be recorded as time worked in the County's electronic time reporting system. Only hours actually worked while on-call will be counted in determining whether an employee is eligible for overtime pay.

Multilingual Pay

Employees who are assigned by management to provide interpretation and/or translation services will receive multilingual pay in the amount of ~~six~~seven dollars (\$7.00) for each day that such services are provided. The County may require staff to obtain certification prior to providing interpretation and/or translation services.

Employee Resource Group (ERG) Chair Pay

Any non-supervisory employees who are approved by management to lead and organize a county wide approved Employee Resource Group (ERG) may receive pay in the amount of up to \$50 per month for their leadership role. ERGs with more than 100 active members, may assign up to up to two (2) ERG Leadership positions (i.e. chair/co-chair) who are each eligible for the Employee Resource Group Chair pay.

Nursing Mothers and Lactating Employees

The County will provide accommodations for a lactating employee needing a time and place to pump at work. An employee may choose when to express milk and may use break times already by provided by the County even if those break times are traditionally unpaid~~-.~~ The lactation break time, if possible, should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided, it should be scheduled in a manner that does not unduly disrupt business operations.

The County will make a reasonable effort to provide employees clean, private, and secure rooms or other locations, other than a bathroom or toilet stall, that is shielded from view and free of intrusion from coworkers and the public and that includes access to an electrical outlet, where the employee can express milk in privacy. The County will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable.

Employees should discuss the need for a lactation area and where to store expressed milk with their supervisor and may also provide their own portable small storage unit or cooler for keeping expressed breast milk cold.

Timekeeping

All employees are required to record their working hours in the County's electronic time reporting system. The system entries for a pay period must accurately reflect the hours actually worked each workday and leave hours used to satisfy the 80 hours per pay period requirement, or a lesser number of hours if the employee is not full time.

Unless otherwise required by their Division Director or Elected Department Head, exempt employees shall list in the electronic time reporting system eight hours for each day worked during a pay period without recording the actual number of hours worked on each day. However, exempt employees who have not worked a total of eighty hours (less holiday hours) in a pay period must accurately record in the electronic time reporting system the hours of flex leave (or sick leave or vacation leave for those employees still carrying such balances) or unpaid leave hours utilized during that pay period.

The County strictly prohibits nonexempt employees from performing any work off-the-clock (i.e., work that is not recorded on a timecard). No supervisor or manager has the authority to ask nonexempt employees not to report, or to delay reporting, hours worked. Performing work off-the-clock, failing to accurately record actual working time, and/or failing to take required meal and rest breaks may result in discipline, up to and including termination.

Nonexempt employees must accurately record any work performed before their scheduled starting time and/or after their scheduled quitting time on their timecards.

The following points should be considering when filling out timecards:

- Timecards will be reviewed and approved by the appropriate supervisor. Any paid time off must be accurately recorded on timecards.
- By electronically signing your timecard, you are certifying that it is authentic and accurate.

Holiday Pay

Annual holidays observed

The County observes the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day

- Juneteenth
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday immediately after Thanksgiving Day
- Christmas Day

In addition to the above listed paid holidays, each eligible employee shall receive one (1) floating holiday per calendar year. The floating holiday must be taken as a full-day increment (based on FTE status) and requires supervisor approval prior to taking time off. There shall be no carryover of the floating holiday from one calendar year to the next. Unused floating holidays are not paid out upon separation from employment. Non-limited part-time employees shall be entitled to the floating holiday prorata according to FTE designation.

If December 24 occurs on a weekday (Monday through Thursday), the responsible authority will release employees two and one-half hours prior to the end of the regularly scheduled workday; this time off is considered paid time. However, since Dakota County Government offices must remain open during normal business hours on that day, those employees who must remain at work to maintain minimum service levels receive holiday pay for those hours. The responsible authority will determine who must work to maintain minimum service levels.

If an observed holiday falls on a Saturday, the holiday will be observed on the preceding Friday. If an observed holiday falls on a Sunday, the holiday will be observed on the following Monday.

Holiday pay when no work is performed on an observed holiday

Each full- and part-time employee who holds a non-limited term position (as defined in Policy 3060 Employee and Position Types) will receive holiday pay at their regular rate of pay if the employee works on or uses flex leave for both the last scheduled workday prior to the observed holiday and the first scheduled workday following the observed holiday.

Eligible full-time employees will receive eight (8) hours of holiday pay for an observed holiday on which they perform no work. Eligible part-time employees will also receive holiday pay on an observed holiday on which they perform no work, prorated based on their FTE status.

Employees who are in an unpaid status or on a leave of absence when a holiday occurs will not be entitled to holiday pay for that holiday. Employees who are on Flex Leave when an observed holiday occurs will receive holiday pay for the holiday and will not be required to use Flex Leave for the holiday.

Pay when work is performed on an observed holiday

Nonexempt employees will be paid at a rate of 1.5 times their applicable regular rate of pay for all hours worked on an observed holiday. Exempt employees will, in addition to receiving eight (8) hours of holiday pay, be paid at their applicable regular rate of for all hours worked on a holiday.

Pay for Elected Officials

The annual salary for elected officials is established by the Dakota County Board of Commissioners on an annual basis prior to January 1st of each year. Elected officials' annual salary will be issued in equal payments pursuant the number of annual pay dates in a given year commencing on the first Monday of the year through the Sunday proceeding the first Monday of the following year.

Payroll Procedures

Paydays

All County employees are paid on a bi-weekly basis, every other Friday. Each paycheck covers the two-week pay period ending on the Saturday preceding the payday.

Mandatory Direct Deposit

All County employees are required to be paid exclusively via direct deposit. Exceptions to the direct deposit requirement are limited to the following situations:

- The first paycheck for all new employees.
- The first two (2) paychecks for employees who hold limited-term positions (as defined in Policy 3060 Employee and Position Types).
- Severance checks.
- When an employee's banking situation has been temporarily disrupted.
- Where a legal barrier exists to direct deposit.
- As requested by the County Attorney's Office.
- When administratively necessary, as determined by the Finance Director or a designee.

Requests for an exception to the direct deposit requirement must be submitted to the Payroll Unit within the Finance Department. The Finance Director or a designee will determine whether to grant or deny such requests.

Review your paycheck (payroll errors)

The County works hard to ensure that all employees are paid correctly. Employees are encouraged to review each paycheck upon receipt to ensure their pay is correct, and to promptly report any perceived pay errors or discrepancies to their supervisor. The County will retroactively correct any

underpayment or overpayment error for a period of two (2) years after the date on which the error occurs.

Emergency Closings

The County Manager determines whether an emergency exists in which the public interest will be best served by closing County offices.

County Offices Closed Due to Adverse Weather

If a County office is closed because of a weather emergency, subject to the requirements of state and federal law, the following provisions apply to all County employees:

- Employees released before the start of a work shift will not be paid for that shift but may use accumulated compensatory time, Flex Leave for the missed working time, or make up the time within the current workweek with supervisory approval. Employees should listen to WCCO-AM radio for announcements of closings of County facilities and should not report to work if their worksite is not open. If notice of closing has not been broadcast by 7:15 a.m., employees may assume that County offices will be open.
- Employees released during a work shift will be paid for hours worked and may use accumulated compensatory time, or Flex Leave for the missed working time, or may make up the missed working time during the current workweek with prior supervisory approval.
- Employees and citizens may be advised not to leave the premises because of severe weather or other emergency conditions, such as tornadoes, after regular office hours. Simply remaining on the premises after working hours, however, is not considered compensable working time.

County Offices Not Closed Due to Adverse Weather

When County offices are not closed during adverse weather, the following provisions apply to all employees:

- Employees who report to work after the start of their scheduled shift because of inclement weather may use accumulated compensatory time or Flex Leave for the missed working time or make up the missed working time during the current workweek with prior supervisory approval. This provision does not apply to employees whose job duties require working during inclement weather.
- Employees who desire to leave work early because of inclement weather may, with prior supervisory approval, use accumulated compensatory time or Flex Leave for the missed working time or make up the missed working time during the current workweek. Prior to authorizing such early release from work, supervisors must ensure there is sufficient staff on duty for the department/division to function.

County Offices Closed [or Other Work Disruption](#) Due to a Non-Weather Emergency

If a County office is closed [or there is a disruption to employee's ability to work](#) because of a non-weather emergency, the following provisions apply to all employees on the first day of the emergency:

- Employees who [physically](#) report to work [at a County facility](#) and are released before the start of a regular work shift will be paid for four (4) hours and may utilize accumulated compensatory time or Flex Leave for the remainder of the missed working time, or make up the missed working time during the current workweek with prior supervisory approval.
- Employees released during the course of a work shift will be paid for four (4) hours or their actual hours worked, whichever is greater, and may use accumulated compensatory time or Flex Leave for the missed work time, or make up the missed work time during the current workweek with prior supervisory approval.

If a County office is closed [or there is a work disruption](#) because of a non-weather emergency beyond the first day of the emergency, employees may utilize accumulated compensatory time or Flex Leave for the missed working time.

Wage Disclosure Provision

Under the Minnesota Wage Disclosure Protection law (Minn. Stat. § 181.172), employees have the right to tell any person the amount of their wages. The County cannot and will not retaliate against an employee for disclosing their own wages. An aggrieved employee may bring a civil action under the Minnesota Wage Disclosure Protection law. Available remedies include reinstatement, back pay, restoration of lost service credit (if appropriate), and the expungement of any adverse employment records.

Procedures

Procedures will be maintained by Human Resources.

History

Version	Revision Date
1.0	12/13/2011
2.0	6/3/2016
3.0	3/21/2017
4.0	12/11/2018

Version	Revision Date
5.0	12/13/2022
6.0	4/30/2025

Related Policies

- Policy 3060 Employee & Position Types
- Policy 3242 Leaves of Absence

Contact

Andy Benish
Human Resources Director
Andrew.Benish@co.dakota.mn.us

Approval

Resolution No. 22-541; December 13, 2022



Policy 3380 Separation from Employment

Version: 4.0

Effective Date:

Board or Administrative: Board

Policy Statement

Dakota County provides processes for employees to terminate their employment relationship, whether voluntarily or involuntarily, by ensuring that all state and federal employment laws are upheld and employees are treated with respect and dignity.

Definitions

Class Seniority: length of continuous service in a specific job classification with Dakota County

Layoff: may be temporary suspension or permanent termination of employment

Source

Dakota County Personnel Act, Minnesota Statutes §§ 383D.05, et seq.

Veterans Preference Act - Minnesota Statutes §197.46

General

EMPLOYEE SEPARATION PROCESS

The employment separation process will be initiated by the departing employee's immediate supervisor, as soon as the termination notice is received. A standard Separation from Employment Checklist and accompanying procedures have been established. [Employee Relations Human Resources](#) is responsible for administering and managing this process to ensure consistency.

RESIGNATION

Employees resigning from County service must submit their written resignation to the responsible authority. To resign in good standing, employees must provide at least 14 calendar days' notice. The employee's final date of employment is the last date physically at work except when on an approved [disability-medical](#) leave of absence.

Employees may not extend their final date of employment by using paid leave time.

DISCHARGE

When corrective intervention is unsuccessful or when the nature and history of the performance deficiency or misconduct precludes intervention, the County's fiduciary responsibilities to its citizens necessitate dismissal. Conduct which may preclude corrective intervention includes but is not limited to:

1. Commission of an assault or another criminal act during work hours.
2. Violation of the drug or alcohol provisions of Policy 3282 Drug ~~and~~ Alcohol and Cannabis-Free Workplace.
3. Misrepresentation of a material fact on an employment application, resume, medical history or other document supplied to the County for the purpose of determining suitability for employment or promotion.
4. Engendering a serious threat to the health or safety of any person by an action evidencing extreme carelessness or deliberate neglect of established responsibilities.
5. Unapproved absence for three or more consecutive days.
6. Refusal to carry out specific work instructions when advised that refusal would result in dismissal.
7. Deliberate harassment of another employee.
8. Use of one's position to coerce or extract favors from another for personal gain.
9. Conviction of a crime which directly relates to the employee's job.

Before beginning discharge proceedings, the responsible authority must confer with the [Employee Relations/Human Resources](#) Director to confirm that discharge is in conformance with County policies and applicable law.

Employees in jeopardy of discharge are advised in writing of the impending action and the reasons for it. For non-probationary employees, a pre-termination hearing is scheduled for the purpose of providing notice to the employee of the charges and to provide an opportunity for the employee to respond to the charges before the decision is made to discharge.

The Veterans Preference Act provides protections to veterans against discharge or removal from office (Minnesota Statutes §197.46). Veterans must be provided with a written notice detailing the charges that form the basis for intent to discharge and provide the right to request a hearing.

DEATH

Upon the death of an employee, termination pay (described below) is provided to the surviving spouse, dependents, or personal representative in the form of a check made payable to the decedent for the purpose of depositing it with the decedent's estate.

SEPARATION PAY

Upon separation of County employment, ~~non-limited~~ employees are entitled to payment for accrued and unused Flex Leave, one-half of all Extended Sick Leave (where applicable) not to exceed 400 hours and all wages (including compensatory time) earned but not received and in accordance with Dakota County Policy 3241 Flex Leave.

Separating employees who meet the criteria to be considered a Dakota County retiree shall receive payment for accrued and unused Flex Leave and Extended Sick Leave (where applicable) according to the non-union employees Post Employment Health Care Savings Plan or applicable labor agreement.

EXIT INTERVIEWS

Upon termination of employment non-limited employees have the opportunity to participate in an exit interview conducted by [Employee Relations/Human Resources](#). The exit interview includes discussion of the employee's views of employment with Dakota County.

Procedure

LAYOFF

An equitable method of employee layoff is established for periods of work curtailment. This policy takes into account each employee's position, performance, class seniority and tenure with the County.

Order of Layoff

Within each department and within each classification selected for reduction in force, the order of layoff is determined by a consideration of employees' performance and experience. Employees whose performance was at least meets standards on the most recent performance evaluation and who have the skills and abilities to perform the remaining jobs are retained in the order of their experience in the class as established by their class seniority. Employees scheduled for layoff with at least meets standards performance on the two previous performance evaluations and County experience in another class may displace other employees in the same department with [the least less](#) County experience (seniority) in that class.

In cases where two employees have the same class seniority, the order of layoff shall be determined by the last four (4) digits of the employees' Social Security Number, with the higher number representing the greater seniority.

Employees selected for layoff are given a 14-day written notice of the decision prior to separation.

Status of Employees on Layoff

Employees selected for separation are placed on approved unpaid personal leave of absence status for a period of time not to exceed 24 months.

Recall from Layoff

Each department recalls employees on the basis of class seniority. Employees with the most seniority are recalled first. Notice of recall indicating position, department and location is sent via certified mail to the employee's last known address. Employees have 15 working days from the date of notice to report to work. If recalled employees fail to report, [they are considered to have resigned their position and](#) the open position will be offered to the next employee on the recall list following the same procedure.

History

Version	Revision Date
1.0	New
2.0	10/1/2013
3.0	8/1/2017
4.0	

Related Policies

- Policy 3041 Conflict of Interest
- Policy 3101 Candidate Recruitment

Contact

Andy Benish
Human Resources Director
Andrew.Benish@co.dakota.mn.us

Approval



Board of Commissioners

Request for Board Action

Item Number: DC-5176

Agenda #: 9.1

Meeting Date: 1/6/2026

DEPARTMENT: Community Services Administration

FILE TYPE: Consent Action

TITLE

Authorization To Execute Grant Agreement With Legal Assistance Of Dakota County, Ltd.

PURPOSE/ACTION REQUESTED

Authorize execution of a grant agreement with Legal Assistance of Dakota County, Ltd., (LADC) to fund legal assistance services.

SUMMARY

LADC is a non-profit agency that provides legal assistance services using both staff and volunteer attorneys. The target service population is income-eligible adult residents of Dakota County who are unable to afford representation in non-fee generating civil legal issues. The services support Dakota County residents with appropriate use of the legal system to maintain or improve stability in their lives. Provided legal services focus on family law matters including, but not limited to, divorce, domestic abuse, child custody or visitation rights, and child support.

Dakota County has consistently funded these services since 2007. In 2015, a 50 percent reduction to the contract amount occurred. Since then, minor inflationary adjustments have been periodically applied to this contract, averaging 1.0 percent annually over that 10-year period (Attachment: Expenditures). While the County is not mandated to provide or fund these services, funding of these services helps prevent the need for more costly services and improves access to existing services. Appropriating County funds to a non-profit to provide legal assistance to persons who are unable to afford private legal counsel is authorized by Minn. Stat. § 375.167.

OUTCOMES

The following data reflects outcomes achieved in 2024, the most recent full calendar year that outcome data is available:

- 98 percent of clients who received extended representation from LADC reported an improved quality of life at the end of the service.
- 100 percent of clients who received extended representation from LADC reported they felt safer at the end of the service.
- LADC recovered or protected approximately \$305,627 in money or benefits on behalf of clients.
- The total number of people in households served for all closed cases by LADC in 2024 was 3838.

RECOMMENDATION

Staff recommends authorization to execute a grant agreement with LADC in an amount not to exceed \$70,995 for the period of January 1, 2026 through December 31, 2026.

EXPLANATION OF FISCAL/FTE IMPACTS

Sufficient funding is included in the 2026 Adopted Budget for this grant. This agreement is funded with levy and included in the Office of the County Manager's department budget in the General Fund. The grant agreement will contain a provision that allows the County to immediately terminate the grant in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amount due.

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

RESOLUTION

WHEREAS, Legal Assistance of Dakota County, Ltd., (LADC) is a non-profit agency that provides legal assistance services using both staff and volunteer attorneys; and

WHEREAS, the target population for these services is income-eligible adult residents of Dakota County who are unable to afford representation in non-fee generating civil legal issues; and

WHEREAS, the services support Dakota County residents with appropriate use of the legal system to maintain or improve stability in their lives; and

WHEREAS, legal services provided focus on family law problems, including, but not limited to, divorce, domestic abuse, establishing or defending child custody or visitation rights, and assistance with child support; and

WHEREAS, Dakota County has consistently funded these services since 2007; and

WHEREAS, in 2015, a 50 percent reduction to the contract amount occurred; and

WHEREAS, since then, minor inflationary adjustments have been periodically applied to this contract, averaging 1.0 percent annually over that 10-year period; and

WHEREAS, while the County is not mandated to provide or fund these services, funding of these services helps prevent the need for more costly services and improves access to existing services; and

WHEREAS, appropriating County funds to a non-profit to provide legal assistance to persons who are unable to afford private legal counsel is authorized by Minn. Stat. § 375.167.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a grant agreement with Legal Assistance of Dakota County, Ltd., in an amount not to exceed \$70,995 for the period of January 1, 2026 through December 31, 2026, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the grant agreement shall contain a provision that allows the County to immediately terminate the grant agreement in the event sufficient funds from county, state,

or federal sources are not appropriated at a level sufficient to allow payment of the amount due.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Expenditures.

BOARD GOALS

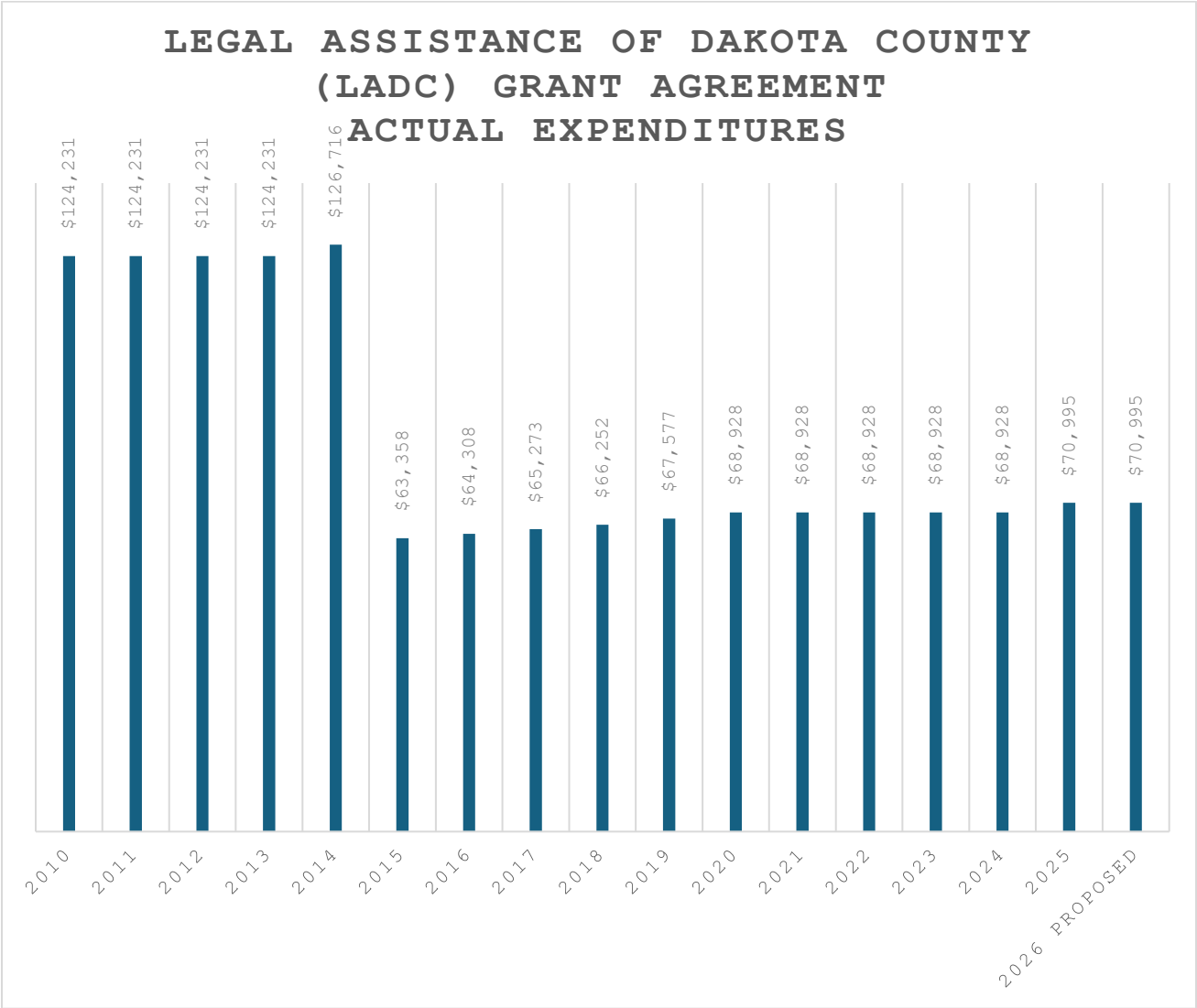
- ☒ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACTS

Department Head: Gilbert Acevedo

Author: Gilbert Acevedo

Dakota County has consistently funded to provide legal assistance to persons who are unable to afford private legal counsel since 2007. In 2015, a 50 percent reduction to the contract amount occurred. Since then, minor inflationary adjustments have been periodically applied to this contract, averaging 1.0% annually over that 10-year period.





Board of Commissioners

Request for Board Action

Item Number: DC-5088

Agenda #: 10.1

Meeting Date: 1/6/2026

DEPARTMENT: Physical Development Administration

FILE TYPE: Consent Action

TITLE

Authorization To Purchase Fleet Vehicles And Equipment

PURPOSE/ACTION REQUESTED

Authorize the purchase of vehicles and equipment

- One signal truck, two pickups, two motor graders, and one sign truck assigned to the Transportation fleet
- Three police utility hybrids and three sport utility vehicles assigned to the Sheriff fleet
- Two pickups and one off-road utility assigned to the Parks fleet
- One van assigned to the Facilities fleet
- One front-end loader and two forklifts assigned to the Recycle Zone fleet
- Up to 50 units of small equipment, attachments, trailers, and work zone safety equipment units assigned to County wide fleet

SUMMARY

The Dakota County fleet consists of many equipment classifications, as far ranging from chainsaws, sedans, trucks, and construction equipment. To meet public expectations and deliver services, replacement of fleet equipment is programmed in the Fleet Capital Equipment Program (CEP) budget. Outdated equipment is replaced in accordance with the Fleet CEP Points Replacement Criteria (Attachment: Points Replacement Criteria).

The 2026 Fleet Adopted CEP includes the replacement of one signal truck, four pickups, two motor graders, one sign truck, three police utility hybrids, three sport utility vehicles, one van, and up to 50 units of small equipment, attachments, trailers, and work zone safety equipment units. These recommended replacements meet the approved replacement criteria of 23 or higher under the Fleet CEP Points Replacement Criteria and, therefore, are recommended for replacement. All these units being replaced will be sold at auction or traded in, with the proceeds used to offset the purchase price and setup costs of the new replacement units.

The 2026 Fleet Adopted CEP also includes the addition of one off-road utility, one front-end loader, and two forklifts. These units are needed for specific approved programs in the Parks Nature Resources fleet and the Recycle Zone fleet.

Dakota County holds cooperative purchasing agreements with the State of Minnesota (State) and Sourcwell. Purchasing through these contracts allows Dakota County to take advantage of the time spent by the State and Sourcwell to perform the competitive bidding process, reducing duplication

of activities and resulting in cost savings. The County Procurement Manager has reviewed these contracts and determined that this contract pricing is the most cost-effective option for purchasing vehicles and equipment.

As per previous board action, staff is requesting advanced authority for the Physical Development Deputy Director to purchase these additions and replacement units from cooperative purchasing contracts to reduce costs and to shorten purchasing timelines that continue to change due to supply chain issues, provided sufficient funds are available in the approved budget. These units are part of the approved 2026 Fleet CEP, and purchase orders are issued and approved through approved County Policies.

RECOMMENDATION

Staff requests authorization to purchase one signal truck, four pickups, two motor graders, one sign truck, three police utility hybrids, three sport utility vehicles, one offroad utility, one van, one front end loader, two forklifts, and up to 50 units of small equipment, attachments, trailers, and work zone safety equipment units, per adopted 2026 Fleet CEP budget, provided sufficient funds are available and following approved County Policies (Attachment: Recommended Fleet Replacements).

EXPLANATION OF FISCAL/FTE IMPACTS

The approved 2026 Fleet CEP budget includes \$2,993,000 to purchase these replacements and additions to the County fleet.

- \$200,000 Met Council Grant
- \$316,000 Environmental Legacy Fund (ELF)
- \$1,372,000 Transportation Wheelage Tax
- \$507,000 Trade in or Estimated auction value
- \$538,000 Levy

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

RESOLUTION

WHEREAS, to provide an efficient, effective, and responsive fleet, replacement of major equipment is programmed in the Fleet Capital Equipment Program (Fleet CEP); and

WHEREAS, outdated vehicles and equipment are replaced in accordance with the Fleet CEP replacement criteria; and

WHEREAS, the additional units recommended are needed to support approved programs; and

WHEREAS, vehicles and equipment recommended for purchase meet the points replacement criteria; and

WHEREAS, the purchase of the proposed units is necessary to meet service demands, reduce excessive downtime, reduce emissions, and reduce repair costs; and

WHEREAS, Dakota County holds cooperative purchasing agreements with the State of Minnesota (State) and Sourcwell that allow the County to purchase from these contracts; and

WHEREAS, the cooperative purchasing agreements result in reduced workload, provide competitive pricing, and enable the County to take advantage of the time spent by the State and Sourcewell to perform the competitive bidding process.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Deputy Director to utilize cooperative purchasing agreements with the State of Minnesota and Sourcewell to purchase the following unit's contingent on the approved budget and following approved County Policies:

- One signal truck
- Four pickups
- Two motor graders
- One sign truck
- Three police utility hybrids
- Three sport utility vehicles
- One van
- One front-end loader
- Two forklifts
- Up to 50 units of small equipment, attachments, trailers, and work zone safety equipment units

PREVIOUS BOARD ACTION

25-024; 1/7/25

ATTACHMENTS

Attachment: Points Replacement Criteria

Attachment: Recommended Fleet Replacements

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Erin Stwora

Author: Kevin Schlangen

Attachment: Fleet CEP Points Replacement Criteria

Factor	Points	
Age	One point for each year of chronological age, based on in-service date.	
Miles/Hours	On Road Vehicles and Equipment one point for each 10,000 miles or one point for each 20,000 miles with 7 liter or larger size diesel engines Off Road Equipment one point for each 1000 hours of use on over 150 horsepower diesel engines or one point for each 200 hours of use on under 150 horsepower diesel engines	
Type of Service	1, 3 or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1	
Reliability	1 to 5 points are assigned based on the frequency that a unit was in for repairs last year. A 5 would be assigned to a unit that is in the shop three or more times per month on average, while a 1 would be assigned to a unit in the shop an average of once every three months or less.	
Maintenance & Repair Costs	1 to 5 points are assigned based on total M&R costs (not including repair of accident damage). A 5 is assigned to a unit with life to date M&R costs equal to or greater than the vehicle's original purchase price, while a 1 is given to a unit with life to date M&R costs equal to 20% or less of its original purchase cost.	
Condition	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 0 to 5 points is used with 5 being poor condition.	
Energy Efficiency	0 to a maximum of 6 points are assigned based on energy efficiency categories. Points from each category are added together to get total points. <ul style="list-style-type: none">• 1 for utilization or sharing across Fleet groups• 1 for right sizing of replacement unit• 1 for flex fuel unleaded compatible or bio diesel fuel compatible engines• 1 for hybrid or alternative fuel engine• 1 for alternative power unit or anti idle technology	
Point Ranges		
Under 18 points	Condition I	Excellent
18 to 22 points	Condition II	Good
23 to 27 points	Condition III	Qualifies for replacement
28 points and above	Condition IV	Needs immediate consideration

As an example of the application of the above points system, a five year old police patrol sedan has 90,000 miles, is in poor condition, has poor reliability, has repair costs equal to 70% of its purchase price and the replacement police sedan will be E85 compatible. Points would be assigned as follows:

- Age = 5 points
- Mileage = 9 points
- Type of service (severe) = 5 points
- Reliability = 5 points
- M&R costs = 3 points
- Condition = 5 points
- Energy Efficiency = 1 points
- Total = 33 points

Attachment: Recommended Fleet Replacements

Unit Number	Assigned Fleet	Description of Current Unit	County wide Fleet Active number of this class	Trade in value or Estimated auction value	Fleet CEP Replacement Criteria Points	Type of vehicle or equipment to replace with	Maximum Replacement Unit Approved Pricing
					Current Miles or Hours		
99	Transportation Traffic	2015 Ford F550 truck with signal body and aerial lift bucket	2	\$25,000 Auction	37 Points	Truck with signal body and aerial lift bucket	\$230,000 Sales tax included
					130,988 miles		
531	Parks Maintenance Facilities Grounds	2016 GMC 2500HD pickup with lift gate and front plow	90	\$8,000 Auction	32 Points	Pickup ¾ ton four-wheel drive with lift gate and front plow	\$78,000 Sales tax included
					137,387 miles		
1522	Sheriff Administration	2015 Chevrolet Impala with police systems	21	\$7,000 Auction	32 Points	SUV hybrid with police systems	\$58,000 Sales tax included
					135,206 miles		
2017	Sheriff Patrol	2020 Ford PI Utility hybrid electric with police systems	54	\$6,000 Auction	32 Points	Ford PI Utility hybrid electric with police systems	\$72,000 Sales tax exempt
					120,024 miles		

Unit Number	Assigned Fleet	Description of Current Unit	County wide Fleet Active number of this class	Trade in value or Estimated auction value	Fleet CEP Replacement Criteria Points	Type of vehicle or equipment to replace with	Maximum Replacement Unit Approved Pricing
					Current Miles or Hours		
1615	Sheriff Investigation	2016 Chevrolet Impala with police systems	21	\$7,000 Auction	31 Points	SUV hybrid electric with police systems	\$58,000 Sales tax included
					136,343 miles		
2012	Sheriff Patrol	2020 Ford PI Utility hybrid electric with police systems	54	\$6,000 Auction	31 Points	Ford PI Utility hybrid electric with police systems	\$72,000 Sales tax exempt
					97,605 miles		
2009	Sheriff Patrol	2020 Ford PI Utility hybrid electric with police and K9 systems	2	\$6,000 Auction	30 Points	SUV with police and K9 systems	\$72,000 Sales tax exempt
					99,603 miles		
1613	Sheriff Administration	2016 Ford Explorer SUV with police systems	14	\$7,000 Auction	29 Points	SUV hybrid electric with police systems	\$60,000 Sales tax included
					105,327 miles		

Unit Number	Assigned Fleet	Description of Current Unit	County wide Fleet Active number of this class	Trade in value or Estimated auction value	Fleet CEP Replacement Criteria Points	Type of vehicle or equipment to replace with	Maximum Replacement Unit Approved Pricing
					Current Miles or Hours		
CHV18	Facilities Management	2016 Chevrolet 2500E van with cabinets	5	\$10,000 Auction	29 Points	Van with cabinets	\$80,000 Sales tax included
					123,529 miles		
43	Transportation Maintenance	2016 GMC 2500HD pickup	90	\$8,000 Auction	29 Points	Pickup ¾ ton four-wheel drive	\$78,000 Sales tax included
					117,553 miles		
115	Transportation Maintenance	2013 John Deere 672G motor grader with snow removal equipment	2	\$150,000 Trade in	29 Points	Motor grader with snow removal equipment	\$450,000 Sales tax exempt
					4,868 hours		
97	Transportation Traffic	2014 Freightliner M2-106 truck with sign body	2	\$45,000 Auction	28 Points	Truck with sign body	\$380,000 Sales tax included
					118,795 miles		

Unit Number	Assigned Fleet	Description of Current Unit	County wide Fleet Active number of this class	Trade in value or Estimated auction value	Fleet CEP Replacement Criteria Points	Type of vehicle or equipment to replace with	Maximum Replacement Unit Approved Pricing
					Current Miles or Hours		
113	Transportation Maintenance	2013 John Deere 672G motor grader with snow removal equipment	2	\$150,000 Trade in	28 Points	Motor grader with snow removal equipment	\$450,000 Sales tax exempt
					3,902 hours		
36	Transportation Construction	2010 GMC Canyon pickup	90	\$5,000 Auction	27 Points	Pickup compact four-wheel drive	\$47,000 Sales tax included
					45,517 miles		
529	Parks Maintenance Facilities Grounds	2015 Chevrolet Colorado pickup	90	\$5,000 Auction	26 Points	Pickup compact four-wheel drive	\$47,000 Sales tax included
					87,885 miles		
Addition	Parks Natural Resources	n/a	24	n/a	n/a	Offroad utility side by side four door	\$35,000 Sales tax exempt
					101,220 miles		

Unit Number	Assigned Fleet	Description of Current Unit	County wide Fleet Active number of this class	Trade in value or Estimated auction value	Fleet CEP Replacement Criteria Points	Type of vehicle or equipment to replace with	Maximum Replacement Unit Approved Pricing
					Current Miles or Hours		
Addition	Recycle Zone Plus	n/a	3	n/a	n/a	Front end loader battery electric with charger and attachments	\$200,000 Sales tax exempt
					n/a		
Addition (1 of 2)	Recycle Zone Plus	n/a	17	n/a	n/a	Toyota battery electric ride on forklift with charger	\$58,000 Sales tax exempt
					n/a		
Addition (2 of 2)	Recycle Zone Plus	n/a	17	n/a	n/a	Toyota battery electric ride on forklift with charger	\$58,000 Sales tax exempt
					n/a		

Unit Number	Assigned Fleet	Description of Current Unit	County wide Fleet Active number of this class	Trade in value or Estimated auction value	Fleet CEP Replacement Criteria Points	Type of vehicle or equipment to replace with	Maximum Replacement Unit Approved Pricing
					Current Miles or Hours		
Various	All Fleets	Small equipment, attachments, trailers, EV chargers, ATV's, RTV's, snow equipment, work zone safety equipment, refurbish to units to extend lifecycle	460	\$50,000 Auction	n/a	Replace with similar equipment up to 50 units depending on costs	\$350,000 Sales tax exempt Sales tax included for trailers
					n/a		
Explanation of Fiscal Impact (included in approved 2026 Fleet CEP budget) - \$200,000 Met Council Grant - \$316,000 Environmental Legacy Fund (ELF) - \$1,372,000 Transportation Wheelage Tax - \$507,000 Trade in or Estimated auction value - \$538,000 Levy Total Cost of Recommended Purchases							\$2,933,000



Board of Commissioners

Request for Board Action

Item Number: DC-5128

Agenda #: 10.2

Meeting Date: 1/6/2026

DEPARTMENT: Facilities Management

FILE TYPE: Consent Action

TITLE

Authorization To Amend Contract With Gilbert Mechanical Contractors, LLC, For 2025 Building Automation Services

PURPOSE/ACTION REQUESTED

Authorize to amend contract with Gilbert Mechanical Contractors, LLC, (Gilbert) for 2025 as-needed building automation services.

SUMMARY

Dakota County uses five contracted vendors to provide as-needed building automation services for the HVAC systems across County facilities. These contracts, due to their maintenance nature, are executed administratively for \$99,000 per vendor each year. The services do not total \$500,000 in any year, but due to the specialties of each of the vendors and specific systems, multiple contracts are executed to most efficiently perform the services.

Gilbert is one of the five contractors for 2025 and historically performs the majority of these services. In late 2025, staff realized during budget and contract management that, due to the timing of invoice processing and reporting, an amendment is necessary that requires County Board approval.

The contract amendment of \$11,000 is necessary to pay one outstanding invoice that will increase the total contract amount to \$110,000.

RECOMMENDATION

Staff recommends execution of a contract amendment for an additional \$11,000 with Gilbert, bringing the contract total to \$110,000.

EXPLANATION OF FISCAL/FTE IMPACTS

This contract is funded by levy in the General Fund. There is sufficient funding available in the 2026 General Fund budget in the Facilities Management Department for the increased cost.

- | | | |
|---|---|---|
| <input type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

WHEREAS, Dakota County uses five contracted vendors to provide as-needed building automation services for the HVAC systems across the portfolio; and

WHEREAS, these contracts, due to their maintenance nature, are executed administratively for \$99,000 per vendor each year; and

WHEREAS, due to the specialties of each of the vendors and specific systems, multiple contracts are executed to most efficiently perform the services; and

WHEREAS, Gilbert Mechanical Contractors, LLC, is one of the five contractors for 2025 and historically performs the majority of these services; and

WHEREAS, in late 2025, staff realized during budget and contract management that, due to the timing of invoice processing and reporting, an amendment is necessary that requires County Board approval; and

WHEREAS, a contract amendment of \$11,000 is necessary to pay one outstanding invoice that will increase the total contract amount to \$110,000; and

WHEREAS, staff recommends that the County Board authorize execution of a contract amendment of \$11,000 to Gilbert Mechanical Contractors, LLC, for as-needed building automation services, increasing the total contract amount to \$110,000.

NOW, THEREFORE, BE IT RESOLVED, That the County Board authorize execution of a contract amendment of \$11,000 to Gilbert Mechanical Contractors, LLC, 2780 Snelling Avenue, N, Suite 101, Roseville, MN 55113, for as-needed building automation services, increasing the total contract amount to \$110,000, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: None

BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Mike Lexvold

Author: Mike Lexvold



Board of Commissioners

Request for Board Action

Item Number: DC-5129

Agenda #: 10.3

Meeting Date: 1/6/2026

DEPARTMENT: Environmental Resources

FILE TYPE: Consent Action

TITLE

Authorization To Execute Minnesota Board Of Water And Soil Resources Natural Resources Block Grant Program Agreement

PURPOSE/ACTION REQUESTED

Authorize the Environmental Resources Department Director to execute a Grant Agreement with the Minnesota Board of Water and Soil Resources for the state fiscal year 2026 and 2027 Natural Resources Block Grant Program.

SUMMARY

The Minnesota Board of Water and Soil Resources' (BWSR) Natural Resources Block Grant (NRBG) is a composite of allocations available to counties to implement programs that protect and improve water resources.

Within the NRBG are four core programs funded through the state's general fund: Local Water Management (LWM), Wetland Conservation Act (WCA), Shoreland, and Subsurface Sewage Treatment Systems (SSTS). The LWM, WCA, and Shoreland programs are funded through an annual appropriation to BWSR. The SSTS program is funded through an interagency agreement between the Minnesota Pollution Control Agency and BWSR and may include multiple allocations in a given state fiscal year. The Grant Agreement requires the County to transfer WCA funding directly to the Soil and Water Conservation District. The LWM and Shoreland funding are used for staffing, and the SSTS funding is used for staffing and to provide cost-share grants to low-income homeowners for repairing or replacing failing septic systems.

The following is a summary of the program allocations in the Grant Agreement:

Allocation	Amount
FY 2026 LWM	\$8,094
FY 2026 WCA	\$52,804
FY 2026 Shoreland	\$2,615
FY 2026 SSTS	\$65,117
FY 2027 LWM	\$8,094
FY 2027 WCA	\$52,804
FY 2027 Shoreland	\$2,615
Total	\$192,143

The Grant Agreement effective date begins once BWSR executes the agreement after obtaining County approval and signature. The Grant Agreement expires on December 31, 2028, or when all agreement obligations have been fulfilled, whichever comes first.

RECOMMENDATION

Staff recommend the Board authorize the Environmental Resources Department Director to execute the Grant Agreement with the BWSR.

EXPLANATION OF FISCAL/FTE IMPACTS

The Grant Agreement allocations are included in the 2026 Adopted Budget and will be included in the 2027 County Manager's Recommended Budget. If the County decides to decline future funding, staff will work with BWSR to terminate the agreement.

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

RESOLUTION

WHEREAS, the Minnesota Board of Water and Soil Resources' (BWSR) Natural Resources Block Grant (NRBG) is a composite of allocations available to counties to implement programs that protect and improve water resources; and

WHEREAS, within the NRBG are four core programs funded through the state's general fund: Local Water Management (LWM), Wetland Conservation Act (WCA), Shoreland, and Subsurface Sewage Treatment Systems (SSTS); and

WHEREAS, the LWM, WCA, and Shoreland programs are funded through an annual appropriation to BWSR; and

WHEREAS, the SSTS program is funded through an interagency agreement between the Minnesota Pollution Control Agency and BWSR and may include multiple allocations in a given state fiscal year; and

WHEREAS, the Grant Agreement requires the County to transfer WCA funding directly to the Soil and Water Conservation District; and

WHEREAS, the LWM and Shoreland funding is used for staffing, and the SSTS funding is used for staffing and to provide cost-share grants to low-income homeowners for repairing or replacing failing septic systems; and

WHEREAS, the following is a summary of the program allocations in the Grant Agreement:

Allocation	Amount
FY 2026 LWM	\$8,094
FY 2026 WCA	\$52,804
FY 2026 Shoreland	\$2,615
FY 2026 SSTS	\$65,117
FY 2027 LWM	\$8,094

FY 2027 WCA	\$52,804
FY 2027 Shoreland	\$2,615
Total	\$192,143

; and

WHEREAS, the Grant Agreement effective date begins once BWSR executes the agreement after obtaining County approval and signature; and

WHEREAS, the Grant Agreement expires on December 31, 2028, or when all agreement obligations have been fulfilled, whichever comes first.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Department Director to execute the Grant Agreement with the Minnesota Board of Water and Soil Resources for the state fiscal year 2026 and 2027 Natural Resources Block Grant Program.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Grant Agreement

BOARD GOALS

- | | |
|---|--|
| <input type="checkbox"/> Thriving People | <input checked="" type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Nikki Stewart

Author: Brad Becker



**FY 2026 and 2027 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
NATURAL RESOURCES BLOCK GRANT PROGRAM
GRANT AGREEMENT**

Vendor:	0000197289
PO#:	3000019557

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Dakota County, 14955 Galaxie Ave, Apple Valley MN 55124 (Grantee).

Grant ID	Grant Title	Awarded Amt
P26-0409	2026 - Local Water Management - NRBG (Dakota County)	\$8,094.00
P26-0496	2026 - Wetland Conservation Act - NRBG (Dakota County)	\$52,804.00
P26-0583	2026 - Shoreland-NRBG (Dakota County)	\$2,615.00
P26-0668	2026 - Septic Treatment Systems - NRBG (Dakota County)	\$21,200.00
P26-0750	2026 - Septic Treatment Systems Upgrade - NRBG (Dakota County)	\$43,917.00
P27-0019	2027 - Local Water Management - NRBG (Dakota County)	\$8,094.00
P27-0106	2027 - Wetland Conservation Act - NRBG (Dakota County)	\$52,804.00
P27-0193	2027 - Shoreland-NRBG (Dakota County)	\$2,615.00

Total Grant Awarded: \$192,143.00

Recitals

1. This Grant Agreement is for the FY 2026 and 2027 Department of Natural Resources (DNR) Shoreland, Local Water Management (LWM), Wetland Conservation Act (WCA), and FY 2026 Minnesota Pollution Control Agency (MPCA) Subsurface Sewage Treatment System (SSTS) Program Grants.
2. The Laws of Minnesota 2025, First Special Session, Chapter 1, Article 1, Section 4(h) appropriated funds to the Board for the FY 2026 and 2027 DNR Shoreland, LWM, and WCA grants.
3. The Board adopted Board Order #25-39 to authorize and allocate funds for the FY 2026 and 2027 DNR Shoreland, LWM, WCA, and MPCA SSTS grants.
4. The MPCA transferred to BWSR funds for their Fiscal Year 2026 SSTS Grant Programs to be allocated with this Grant Agreement.
5. The Grantee has met the criteria established by statute, the Board, the DNR, and the MPCA, and is eligible to receive NRBG grant funds.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Agreement to the satisfaction of the Board.
7. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Adam Beilke, Land and Water Programs Supervisor, BWSR, 2118 Campus Drive SE, Suite 100, Rochester, MN 55904, (507) 766-9820, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

TITLE
ADDRESS
CITY
TELEPHONE NUMBER

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. Terms of the Grant Agreement.

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd. 5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** December 31, 2028 or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration date or cancellation of this Grant Agreement: 9. Liability; 10. State Audits; 11. Government Data Practices; 14. Governing Law, Jurisdiction, and Venue; 16. Data Disclosure; and 19. Intellectual Property Rights.

2. Grantee's Duties.

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. **Implementation:** The Grantee will implement their duties according to the Program Requirements outlined in Exhibit A, which is attached and incorporated into this Grant Agreement.
- 2.2. **Reporting:** All data and information provided in a Grantee's report shall be considered public.
 - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of Program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.2. All individual grants over \$500,000 require a reporting expenditure by July 15 of each year.
 - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2029, or within 30 days of fully expending funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
 - 2.2.4. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
- 2.3. **Compliance:** The Grantee will comply with Minnesota Statutes Section 103B.3361 through 103B.3369 (LWP), Minnesota Rules Chapter 8420 (WCA); Minnesota Statutes Section 103F.201 and Minnesota Rules Chapter 6120 (Shoreland) and have a DNR approved shoreland ordinance; Minnesota Rules Chapter 7082.0040 through 7082.0700 (SSTS); and amendments thereto, for Local Water Management, Wetland Conservation Act, Shoreland Management, and Subsurface Sewage Treatment Systems.
- 2.4. **Wetland Conservation Act Funds Transfer:** As required by the Board, the Grantees' participation in the NRBG is conditioned upon a transfer of funds to the Soil and Water Conservation District (SWCD) for Wetland Conservation Act activities, or such greater amount as agreed upon by the county and SWCD. This transfer must occur within 120 days of receipt of NRBG funds by the Grantee. This amount is listed on the BWSR website.
- 2.5. **Website:** The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

3. Time.

The Grantee must comply with all the time requirements described in this Grant Agreement. In the performance of this Grant Agreement, time is of the essence.

4. Terms of Payment.

- 4.1. All FY 2026 Grant funds will be distributed in one installment promptly after the execution of the Grant Agreement. FY 2027 grant funds will be distributed as soon as is practicable after the start of fiscal year 2027. FY 2027 grant funds may not be spent before they are received.
- 4.2. All costs must be incurred within the grant period. All incurred costs should be calculated or determined before the final report is completed or returning funds.
- 4.3. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. Once final reporting has been completed funds may not be re-requested as funds may not be available.
- 4.5. The obligation of the State under this Grant Agreement will not exceed the amount listed above.
- 4.6. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. **Conditions of Payment.**

All services provided by the Grantee under this Grant Agreement must be performed to the Board's satisfaction, as set forth in this Grant Agreement. Compliance will be determined at the sole discretion of the Board's Authorized Representative and in accordance with all applicable federal, State, Board, and local laws, policies, procedures, ordinances, rules, and regulations. The Grantee will not receive payment, may be required to repay grant funds, or may have future payments withheld if work is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law. Costs charged to the grant must be direct and necessary to produce the outcomes funded by the grant. Charges to the grant must be itemized and documented. Grantee administrative costs must be necessary and reasonable. Grantee is required to account for staff time charged to BWSR grants in order to track the expenditure of grant funds and match to ensure the use of the funds is consistent with applicable State and BWSR requirements.

6. **Contracting and Bidding Requirements.**

6.1. **Municipalities**, as defined in [Subd. 1](#) of Minnesota Statutes § 471.345, are required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#) and the following sub-clauses:

6.1.1. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.

6.1.2. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).

6.1.3. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

6.2. **Non-governmental organizations**, those that do not meet the definition of municipality in 6.1, are required to comply with the contracting and bidding requirements in the following sub-clauses:

6.2.1. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

6.2.2. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids or awarded to a targeted vendor.

6.2.3. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

6.2.4. The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

6.2.4.1. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)

6.2.4.2. [Metropolitan Council Underutilized Business Program](#)

6.2.4.3. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)

6.2.5. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

6.2.6. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.

6.2.7. Notwithstanding 6.2.1. – 6.2.4. above, the State may waive bidding process requirements when:

6.2.7.1. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or

6.2.7.2. It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.

6.2.8. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41 through 177.50](#), as applicable.

6.2.9. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#).

7. **Assignment, Amendments, Work Plan Revisions, Waiver, and Contract Complete.**

7.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Board and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

7.2. **Amendments and Work Plan Revisions.** Any amendments to this Grant Agreement must be in writing and will not be effective until approved and executed by the same parties who approved and executed the original Grant Agreement, or their successors in office. Amendments must be executed prior to the expiration of the original Grant Agreement or any

amendments thereto. All work plan revisions must be documented. The Board reserves the right to require a work plan revision or grant agreement amendment for changes in the scope of the grant.

- 7.3. **Waiver.** If the Board fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4. **Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the Board and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

8. **Subcontracting and Subcontract Payment.**

- 8.1. A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- 8.2. Activities identified in the sub-agreement must fit within the scope of the agreement between the Board and the recipient and include shared responsibilities for liability, fund distribution, implementation, and reporting.
- 8.3. The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) \(1\)](#) and other relevant statutes and regulations; and that subaward performance goals are achieved.
- 8.4. During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- 8.5. No sub-agreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 8.6. The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).
- 8.7. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

9. **Liability.**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this Grant Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Agreement.

10. **State Audits.**

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Agreement or transaction are subject to examination by the Board and/or the State Auditor, the Attorney General, or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

- 10.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

11. **Government Data Practices.**

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

12. **Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Publicity and Endorsement.

- 13.1. **Publicity.** Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the Program, publications, or services provided resulting from this Grant Agreement.
- 13.2. **Endorsement.** The Grantee must not claim that the State endorses its products or services.

14. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this Grant Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination.

- 15.1. The Board may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. The Board may immediately terminate this Grant Agreement if the Board finds that there has been a failure to comply with the provisions of this Grant Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The Board may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.
- 15.4. The Board may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The Board is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.
- In the event of temporary lack of funding or appropriation, the Board may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The Board will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume. The Board will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The Board must provide the Grantee notice of the lack of funding within a reasonable time of the Board's receiving notice.

16. Data Disclosure.

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

17. Constitutional and Statutory Compliance.

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution and state statute regarding the use of Clean Water Funds to supplement traditional sources of funding. Grantee must meet Clean Water Fund expenditure and accountability requirements as defined in [Subd.4](#) of [Minnesota Statute § 114D.50](#).

18. Signage.

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, Article 3, Section 5(b) for Clean Water Fund projects.

19. **Intellectual Property Rights.**

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries, (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Work includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United State Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

Dakota County

Board of Water and Soil Resources

By: _____

By: _____

(signature)

(signature)

Title: _____

Title: _____

Date: _____

Date: _____

Grant Program Requirements:
FY26-27 Natural Resources Block Grants

1. Match

No match is required.

2. Grant Work Plan

A work plan is not required.

3. Eligible Activities

Grant funds are to be used for the local administration and implementation of the Local Water Management, Subsurface Sewage Treatment Systems, Shoreland, and Wetland Conservation Act programs. Eligible activities include:

- Administration, coordination, and implementation of local programs
- Education, outreach, and other project support activities
- Supplies and equipment necessary for program implementation
- Financial assistance provided for practice implementation
- Technical assistance for practice or program implementation

Subsurface Sewage Treatment Systems Upgrade grants

Grant funds are to be used for upgrading eligible subsurface sewage treatment systems (SSTS) and must meet the following criteria for specific projects:

- Fix SSTS that have been deemed Failing to Protect Groundwater or an Imminent Threat to Public Health or Safety (must have been issued a Notice of Noncompliance)
- Funding can only be used for homesteaded single-family homes or duplexes
- Homeowner must be low-income

Grantees may use a portion of the grant funds for work directly related to, and necessary for, administering the grants as approved in the grant award. This amount must not exceed the lesser of \$4,000 or 10% of the distribution received.

4. Flexible Program Spending

Grantees have the flexibility to determine the amount of grant to allocate for program administration of the Local Water Management, Wetland Conservation Act, and Shoreland programs. Grantees can use their base allocation(s) from any or all three of these programs as necessary. Each of the programs must still be implemented in accordance with statute, rule or policy. The flexible spending option does not apply to the SSTS grant programs.

5. Native Vegetation

Projects that involve vegetation restoration or establishment must use native vegetation and seed and plant sources consistent with BWSR's Native Vegetation Establishment and Enhancement Guidelines, with the exceptions listed below. Use of plant species on the Minnesota [Noxious Weed List](#) is prohibited for all projects. Non-native species used for projects must not pose a risk to native plant communities. The maximum distance for sources of herbaceous species seed and plants is 200 miles; and for tree and shrubs seed and plants the distance is 300 miles.

Exceptions

- Non-native, non-invasive perennial crops, hay crops or forage crops may be used:
 - As part of a drinking water protection strategy in a vulnerable or highly vulnerable DWSMA as designated by the Department of Health or in a Township Well Testing high-priority area as determined by the Department of Agriculture;
 - In buffers, borders, grass waterways or other areas likely to be exposed to pesticides or part of agricultural production;
 - For soil stabilization, erosion prevention and carbon sequestration in an agricultural production setting;
 - On fields that will be hayed, grazed or harvested.
- For the exceptions above, if the project area is under 20 acres in size, the exception may be approved by local conservation staff. If the project area is 20 acres or larger, or for any exceptions not listed here, grantees must request approval from the BWSR Grant Manager.
- Cover crops used to improve soil health and/or water quality are allowed without a maximum acreage limit.
- Temporary cover is allowed without a maximum acreage limit when needed to stabilize project sites prior to the construction of structural conservation practices.
- Cultivars of native species may be used in urban stormwater plantings if they accomplish similar or greater ecological functions, help achieve aesthetic goals and do not pose an invasive or other environmental risk.

6. Allowable and Unallowable Costs

Allowable costs are costs solely incurred through project activities that are directly related to and necessary for producing the project outcomes described in the work plan. Grantee is required to account for the staff time charged to BWSR grants in order to track the expenditure of grant funds and match to ensure the use of the funds is consistent with applicable State and BWSR requirements.

Unallowable costs include but are not limited to:

- Bad debts, monetary settlements and judgements, late payment fees, and investment management fees
- Donations, fundraising, sponsorships, and acknowledgements
- Entertainment, gifts, prizes, and decorations
- Alcohol
- Interest on loans not authorized under state statute
- Loans of BWSR grant funds
- Lobbying, lobbyists, and political contributions
- Merit awards and bonuses

7. Technical Quality Assurance

Practices and projects must meet the following requirements to ensure long-term public benefit:

- **Technical Assistance Provider.** The recipient must designate technical assistance provider(s) that have appropriate credentials for investigation, design, and construction.
- **Practice Standards.** Practices and projects must use appropriate standards for design, construction, effective life, operation, and maintenance.
- **Practice Certification.** Technical assistance provider(s) must certify that the practice or project was installed or constructed in accordance with the applicable plans and specifications, including approved modifications, prior to authorization for payment.

- **Operation and Maintenance.** Technical Assistance Provider(s) must prepare an operation and maintenance (O&M) plan specific to the site and practice(s) implemented.
- **Periodic Practice/Project Inspection.** Inspections shall confirm that the operation and maintenance plan is being followed and the project has not been altered or removed.

8. Project and Practice Assurances

A written agreement is required to ensure program requirements are met when installing projects and practices or providing financial assistance to a land occupier. Project and Practice Assurances must include technical and financial obligations and requirements for the installation, operation, and maintenance of the practice or project, including a plan for failures or noncompliance.

9. Providing Financial Assistance to Land Occupiers

All BWSR funds used by a recipient to provide financial assistance to a landowner or land occupier requires adequate project assurances.

Project Application and Agreements

Work completed prior to the signing of the agreement is not eligible.

Conservation Practice Contract Noncompliance

Failure to complete, maintain, or repair a conservation practice or unauthorized alteration is considered non-compliance with an executed conservation practice agreement. If the organization discovers noncompliance, they must take action to resolve and notify BWSR.

10. Grant Management and Reporting

Eligible activities include grant administration, management, and reporting that are directly related to and necessary for implementing the project or activity associated with the grant. Grantee is required to report on the outcomes, activities, and accomplishments.



Board of Commissioners

Request for Board Action

Item Number: DC-5149

Agenda #: 10.4

Meeting Date: 1/6/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With City Of Rosemount For Natural Resource Restoration On McMenemy Permanent Natural Area Conservation Easement

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with the City of Rosemount (City) for natural resource restoration and enhancement of the McMenemy permanent natural area conservation easement (Easement).

SUMMARY

By Resolution No. 22-280 (June 21, 2022), the Dakota County Board of Commissioners approved the acquisition of natural area conservation and greenway easements on the former McMenemy property (Attachment: Easement Map). Immediately following the easement acquisitions, the City purchased the fee title of the property. A Natural Resource Management Plan (NRMP) was completed for the Easement. Restoration activities have not begun.

The proposed JPA includes the roles, responsibilities, and associated costs for completing initial restoration activities per the NRMP (Attachment: JPA Draft). The total cost of the initial proposed restoration will not exceed \$490,000. The County has available grant funding to provide for the costs associated only with the McMenemy Easement through May 12, 2028. The City intends to consider contributing funds toward additional restoration activities in future budget cycles, because this request did not meet the deadline for City budget considerations for 2026. The County and the City want to begin restoration activities now, to take advantage of the available state grant funds.

The City is providing a temporary access easement through a parcel it owns to the west of the Easement property. The Minnesota Department of Natural Resources (DNR), which holds a separate conservation easement on that adjacent City property, provided the required approval for the temporary access (Attachment: DNR Approval Letter).

This is not a City-County Conservation Collaborative project; it is a partnership between the County as the Easement holder and the City as the landowner. The JPA states that the County will maintain restored areas along the greenway corridor easement (a standard practice) and the City will maintain restored areas within the non-greenway easement area.

RECOMMENDATION

Dakota County staff recommends authorization to execute a JPA with the City for restoration on the former McMenemy Easement.

EXPLANATION OF FISCAL/FTE IMPACTS

Dakota County's cost will not exceed \$490,000. Sufficient funding is available from the Outdoor Heritage Fund, Minnesota Laws 2019 grant (OH ML19). OH ML19 funding is available only for the former McMenemy Easement area, through May 12, 2028.

1001472 McMenemy Restoration

Funding Source	Total Budget	Available Budget
Outdoor Heritage Fund Grant (2019)	\$490,000	\$490,000
Total	\$490,000	\$490,000

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

RESOLUTION

WHEREAS, by Resolution No. 22-280 (June 21, 2022), the Dakota County Board of Commissioners approved the acquisition of natural area conservation and greenway easements on the former McMenemy property; and

WHEREAS, the City of Rosemount (City) immediately purchased the fee title of the former McMenemy property after the County acquired the easements; and

WHEREAS, a Natural Resource Management Plan was completed for the McMenemy permanent natural area conservation easement (Easement) that includes restoration management strategies, work plans, and cost estimates; and

WHEREAS, the County and the City agree to work in partnership to conduct restoration activities on the combined properties; and

WHEREAS, the initial total estimated project cost will not exceed \$490,000 over the next three years; and

WHEREAS, the County will contribute up to a total of \$490,000 toward restoration costs, using available Outdoor Heritage Fund grant money from the Minnesota Law 2019 grant awarded by the Lessard-Sams Outdoor Heritage Council, with a funding deadline of May 12, 2028, for only the McMenemy Easement area; and

WHEREAS, the City will provide a temporary access easement through a parcel it owns to the west of the Easement property, over which the Minnesota Department of Natural Resources holds a separate conservation easement, and provided the required approval for the temporary access; and

WHEREAS, a joint powers agreement between the County and the City describing roles, responsibilities, and associated costs is required.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director to execute a joint powers agreement with the City of Rosemount for temporary access to and for the costs associated with the initial restoration of the land

restricted by a County-held permanent natural area conservation easement, formerly owned by the McMenomy family, now owned by the City of Rosemount; and

BE IT FURTHER RESOLVED, That following expenditure of Outdoor Heritage Fund grant money from the Minnesota Laws 2019 grant awarded by the Lessard-Sams Outdoor Heritage Council as appropriated by the Minnesota Legislature, County staff will request reimbursement from the Minnesota Department of Natural Resources (grant administrator) and return the reimbursed funds to the Parks Capital Improvement Program.

PREVIOUS BOARD ACTION

22-280; 06/21/22

ATTACHMENTS

Attachment: Easement Map

Attachment: JPA Draft

Attachment: DNR Approval Letter

BOARD GOALS

- ☐ Thriving People ☒ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☐ Excellence in Public Service

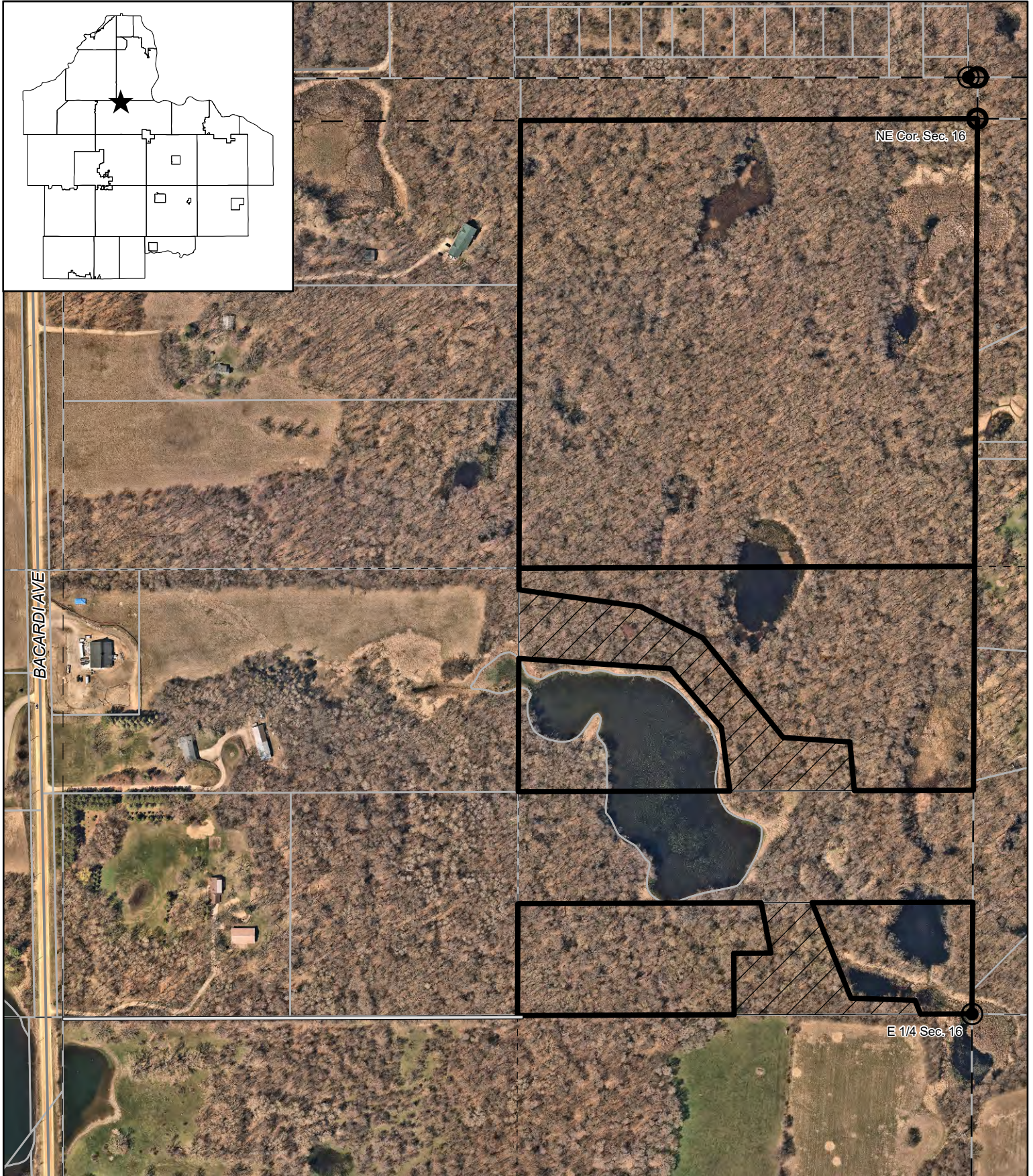
CONTACT

Department Head: Niki Geisler

Author: Lisa West

Attachment: Easement Map McMenomy Natural Area Easement

PLS Section 16, 115-19
Total Easement Acres 63.23



**JOINT POWERS AGREEMENT BETWEEN DAKOTA COUNTY AND THE CITY ROSEMOUNT
FOR NATURAL RESOURCE RESTORATION ON THE
MCMENOMY NATURAL AREA EASEMENT**

The parties to this Joint Powers Agreement (Agreement) are the County of Dakota, a political subdivision of the State of Minnesota (County) and the City of Rosemount (City), a governmental and political subdivision of the State of Minnesota. This Agreement is made pursuant to the authority conferred upon the Parties by Minn. Stat. § 471.59.

WHEREAS, the County has acquired a Natural Area Conservation Easement over property located within the City as described in the Easement document recorded as document number 873211 and generally depicted on Exhibit 1 (the “Conservation Easement”); and

WHEREAS, the County has also acquired a Greenway Easement over a portion of the same property for a future Greenway trail segment, as described in the Easement document recorded as document number 873210 (the “Greenway Easement”); and

WHEREAS, the City is the fee owner of the Conservation Easement property, which has no direct access to or from any public road; and

WHEREAS, the City is also the fee owner of a parcel directly west of the Conservation Easement property (parcel no. 34-01610-15-030), which abuts Bacardi Avenue; and

WHEREAS, a Natural Resource Management Plan was completed for the Conservation Easement property that includes habitat management strategies, a work plan, and cost estimates; and

WHEREAS, the County and the City desire to facilitate ecological restoration activities within the Conservation Easement; and

WHEREAS, the County has available funding from its Outdoor Heritage Fund (OH) grant and grant-match to contribute toward partial restoration of the Conservation Easement property in an amount not to exceed \$490,000, and staff time for project management; and

WHEREAS, the OH grant funds can only be used for restoration activities through May 12, 2028; and

WHEREAS, the City intends to consider contributing funds toward additional restoration activities within the Conservation Easement in future budget cycles; and

WHEREAS, the Parties desire to begin restoration activities now, to take advantage of the County’s available OH grant funding; and

WHEREAS, to facilitate the initial restoration activities, the City will provide the County with a temporary access easement over its property to the west of the Conservation Easement property, subject to approval of the Department of Natural Resources, which holds a separate conservation easement over the adjacent City property.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the County and the City shall derive from this Agreement, the Parties hereby enter into this Agreement for the purposes stated herein.

ARTICLE 1

Purpose

The purpose of this Agreement is to provide cooperation and funding by the County, and to define the responsibilities and obligations of the County and City for cost contribution, project management, and access to the Conservation Easement property.

ARTICLE 2

Term

This Agreement shall be effective on the date of the signature of the last party to sign this Agreement (Effective Date) and expires on December 31, 2028, or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 3

Cooperation

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

ARTICLE 4

County's Obligation

- 4.1 Project Management. The County or its agents or contractors shall provide restoration activities for the areas within the Conservation Easement designated as McM001, McM002 and McM003 shown on Exhibit 1 (the "Project Area"). Individual restoration activities will be selected according to the County's restoration priorities, but all such activities will be performed consistent with the Natural Resources Management Plan developed for the Conservation Easement property (the "NRMP"), a copy of which is on file with the County. The County will lead the restoration activities and shall be responsible for soliciting proposals and awarding contracts for the activities. The County will provide and be responsible for delivery, management, and inspection of the work, assuring it complies with the NRMP.

- 4.2 County Maximum Financial Contribution. The County's financial obligation for the costs of the restoration activities shall not exceed \$490,000.00 (the "County Maximum Contribution"). Nothing in this Agreement shall require the County to undertake or complete any restoration activities that may exceed the County's Maximum Contribution.

ARTICLE 5

City's Obligations

- 5.1 License for Restoration Activities. The City, by way of this Agreement, grants a license for the County and its employees, agents and contractors to conduct the restoration activities provided for in this Agreement within the areas designated as McM001, McM002 and McM003 on Exhibit 1. The City will assist the County by designating appropriate locations within the Conservation Easement property for staging activities and any necessary equipment or materials storage relating to the restoration activities.
- 5.2 Temporary Access Easement. The City will provide the County with a temporary easement over its adjacent property (parcel no. 34-01610-15-030) for the County and its employees, agents and contractors to access the Conservation Easement property for the restoration activities. The City's obligation to provide a temporary easement is subject to the approval of the Department of Natural Resources. If the City is unable to provide suitable access to the Conservation Easement property for the restoration activities, either Party may terminate this Agreement immediately in the same manner as provided under section 9.2.
- 5.3 City Funding for Additional Restoration. The City will consider, but is not obligated to provide funding for additional restoration activities for the remaining areas shown on Exhibit 1, commencing in 2027. If the City approves funding for such additional restoration activities, the Parties will amend this Agreement to identify a City financial contribution and for additional restoration activities to be completed by the County or its contractor. The County will thereafter administer the additional restoration activities pursuant to this Agreement, as amended.
- 5.4 Acknowledgment. The City shall appropriately acknowledge the assistance provided by the County and the Outdoor Heritage Fund in its promotional materials, signage, publications, notices, and presentations concerning the restoration activities on its property pursuant to this Agreement.

ARTICLE 6

Maintenance

- 6.1 County Responsibility for Maintenance of Native Vegetation. Following completion of the restoration activities, the County will be responsible for ongoing maintenance to retain the integrity of the native plantings within the Greenway Easement, generally depicted as areas McMenomy GRNWY 1, McMenomy GRNWY 2 and Wolfson GRNWY 1 on Exhibit 1. The County's maintenance

obligations shall generally conform to the maintenance tasks identified on Exhibit 2 and shall be performed according to a maintenance schedule to be determined by the County. Notwithstanding the foregoing, the County's maintenance obligations shall be contingent on the City providing suitable access to the Greenway Easement for maintenance activities, until such time as public access is available.

- 6.2 City Responsibility for Maintenance of Native Vegetation. Following completion of the restoration activities, the City will be responsible for ongoing maintenance to retain the integrity of the native plantings within the restored areas of the Conservation Easement outside of the Greenway Easement areas for which the County is responsible under section 6.1. The City's maintenance obligations shall generally conform to the maintenance tasks identified on Exhibit 2 and shall be performed according to a maintenance schedule to be determined by the City.
- 6.3 Supplemental Maintenance Agreement. Following expiration of this Agreement, the Parties anticipate entering into a separate maintenance agreement to further define the roles of the Parties relating to maintaining restored areas within the Conservation Easement property. For the convenience of the Parties, the agreement may but is not required to designate one of the Parties to perform all such maintenance on the property, with an annual cost contribution provided by the other Party. The ongoing maintenance activities shall generally be consistent with the activities listed in Exhibit 2.

ARTICLE 7

Indemnification

Each Party to this Agreement shall be liable for the acts of their own officers, agents, volunteers, or employees and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, agents, volunteers, or employees. The Parties mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses, or damages resulting from the acts or omissions of the respective offices, agents, or employees related to activities conducted by either Party under this Agreement. It is understood and agreed that the provisions of the Minn. Stat. § 471.59, the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws govern liability arising from the Parties' acts or omissions. Each Party warrants that they are able to comply with this section through an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties. The provisions of this Article 7 shall survive the expiration or termination of this Agreement.

ARTICLE 8

AUTHORIZED REPRESENTATIVES AND LIAISONS

- 8.1 Authorized Representatives. The following named persons are designated the Authorized Representatives of the Parties for purposes of this Agreement. The Authorized Representative, or their successor, has authority to bind the Party they represent to the extent such authority has been granted by the Party's governing

body. The Parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed.

All notice shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

To the County:

Georg Fischer, Director
Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124

To the City:

- 8.2 Liaisons. To assist the Parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the County and the City. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed. At the time of execution of this Agreement, the following persons are the designated liaisons:

County Liaison:

City Liaison:

ARTICLE 9 TERMINATION

- 9.1 Termination for Cause. This Agreement may be terminated for cause following a material breach of the Agreement by a Party by providing thirty (30) days written notice of termination. Such notice of termination shall not be effective unless the non-breaching Party has provided the other Party with notice of material breach and a reasonable opportunity to cure.
- 9.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement immediately in the event the terminating Party determines that sufficient funds from City, County, State, or Federal sources are not appropriated at a level sufficient to allow for the performance of this Agreement. Such notice of termination shall not affect the Parties' obligation for payment of or reimbursement for costs (if any) incurred pursuant to this Agreement prior to the notification.

ARTICLE 10 GENERAL PROVISIONS

- 10.1 Cooperation. The Parties agree to cooperate in the use of resources to complete the restoration activities as identified in this Agreement, to the extent feasible and to the extent permitted by law. The Parties further agree to cooperate in the administration of contracts and completion of the restoration activities, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during and following completion of the activities.

- 10.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties' authorized representatives. The Authorized Representatives may extend term of this Agreement in order to complete the restoration activities authorized in this Agreement and make other non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies, provided that the Parties' Authorized Representatives determine that such modifications do not significantly impact their respective budget for that Party's obligations under this Agreement. Material changes shall require approval by the Parties' governing bodies and include but are not limited to the addition or removal of any areas designated for restoration activities and any other obligations that, in the view of an individual Party, significantly impact that Party's budget.
- 10.3 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties or as constituting the County or the City as the employee of the other entity for any purpose or in any manner whatsoever.
- 10.4 Data Practices. The Parties agree that any information and data received from the other Party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- 10.5 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two business days after the date of mailing.
- 10.6 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.
- 10.7 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 10.8 Survival. The provisions of this Agreement which, by their terms, impose

obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including but not limited to: Article 7 (Indemnification); Section 10.6 (Audit); and Section 10.7 (Minnesota Law to Govern).

- 10.9 Waiver. If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
- 10.10 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.
- 10.11 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.
- 10.12 Electronic Signatures. Each Party agrees the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

DAKOTA COUNTY

By: _____
Georg T. Fischer, Director
Physical Development Division

Date of signature: _____

County Board Res. No. _____

CITY OF ROSEMOUNT

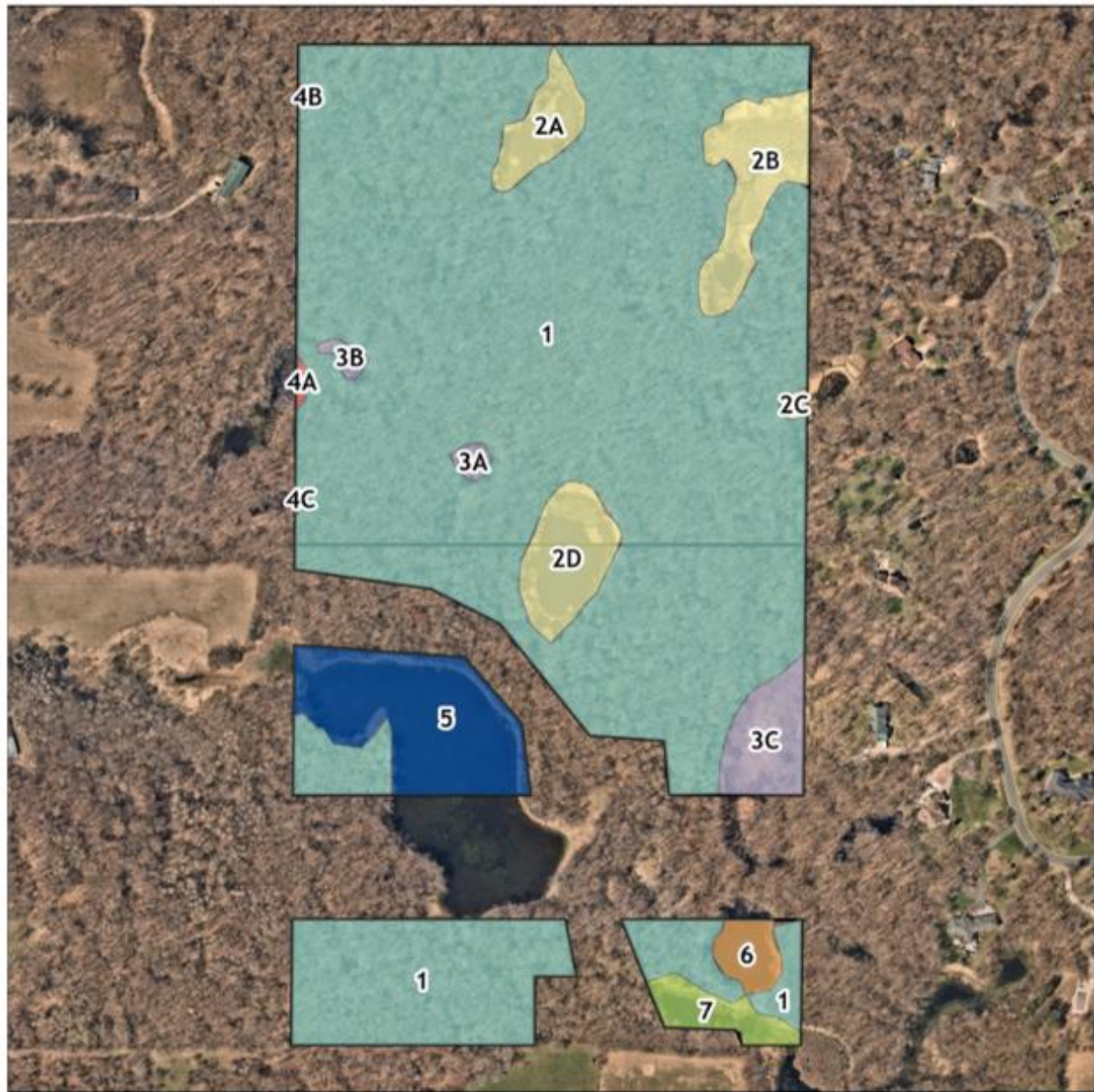
By: _____
Jeff Weisensel, Mayor

Date of signature: _____

By: _____
Erin Fasbender, City Clerk

Exhibit 1

McMenomy Natural Area Management Units and Recommended Plant Communities Map

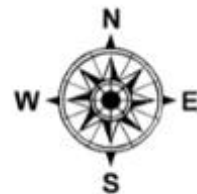


Legend

Management Unit Number

1	5
2	6
3	7
4	

0 200 400 600 800 1,000 Feet
Scale: 1:4,000



McMenomy and Wolfson Restoration Units



EXHIBIT 2

MAINTENANCE

Following completion of the Project specified in the Agreement, parties agree that maintenance responsibilities for areas specified in the map of the Exhibit 1 will be divided as follows:

- Dakota County will maintain at the County's expense the native vegetation within the Greenway Easement, which is generally a 200 ft-wide Corridor shown as areas McMenemy GRNWY 1, McMenemy GRNWY 2 and Wolfson GRNWY 1 on Exhibit 1
- The City of Rosemount will maintain at the City's expense the native vegetation established as part of the restoration project outside the County's Greenway Easement.

Recommended effective methods for the management of naturalized native planting areas include the following:

- Prescribed burning of prairies, oak savannas, oak woodlands and oak forests
- Cutting/mechanical removal of woody vegetation listed in Table 1, with herbicide stump application of exotic woody species
- Mowing of exotic herbaceous vegetation to prevent seed production listed in Table 2
- Cutting or pulling of biennial or annual herbaceous vegetation listed in Table 2, and
- Herbicide application for exotic perennial herbaceous vegetation listed in Table 2.

Table 1 - List of Woody Species Designated for Removal

SCIENTIFIC NAME	COMMON NAME	DISPOSITION
<i>Acer ginnala</i>	Amur maple	Remove all
<i>Acer platanoides</i>	Norway maple	Remove all
<i>Acer negundo</i>	Boxelder	Reduce in control areas*
<i>Acer saccharinum</i>	Silver maple	Reduce in control areas*
<i>Ailanthus altissima</i>	Tree-of-heaven	Remove all
<i>Berberis thunbergii</i>	Japanese barberry	Remove all
<i>Caragana arborescens</i>	Siberian peashrub	Remove all
<i>Celastrus orbiculatus</i>	Oriental bittersweet	Remove all
<i>Eleagnus angustifolia</i>	Russian olive	Remove all
<i>Eleagnus umbellata</i>	Autumn olive	Remove all
<i>Euonymus alatus</i>	Winged euonymus	Remove all
<i>Frangula alnus</i>	Glossy buckthorn	Remove all
<i>Fraxinus pennsylvanica</i>	Green ash	Reduce in control areas*
<i>Juglans nigra</i>	Black walnut	Reduce in control areas*
<i>Lonicera x bella</i>	Showy fly honeysuckle	Remove all
<i>Lonicera morrowii</i>	Morrow's honeysuckle	Remove all
<i>Lonicera tatarica</i>	Tartarian honeysuckle	Remove all

<i>Lonicera xylosteum</i>	European fly honeysuckle	Remove all
<i>Morus alba</i>	White mulberry	Remove all
<i>Populus alba</i>	White poplar, European poplar	Remove all
<i>Populus deltoides</i>	Cottonwood	Reduce in control areas*
<i>Rhamnus cathartica</i>	Common buckthorn	Remove all
<i>Rhus</i> spp.	Sumac	Reduce in control areas*
<i>Ribes</i> spp.	Gooseberry/currant	Reduce in control areas*
<i>Rubus</i> spp.	Raspberry/blackberry	Reduce in control areas*
<i>Robinia pseudoacacia</i>	Black locust	Remove all
<i>Rosa multiflora</i>	Multiflora rose	Remove all
<i>Sorbus aucuparia</i>	European mountain-ash	Remove all
<i>Ulmus americana</i>	American elm	Reduce in control areas*
<i>Ulmus pumila</i>	Siberian elm	Remove all
<i>Zanthoxylum americanum</i>	Prickly ash	Reduce in control areas*

* Control areas include but are not limited to prairies, native plant demonstration areas, storm-water best management practices, and areas where woody succession should be minimized and/or managed for target plant communities as specified in the River to River Greenway Natural Resource Management Plan. These species should be controlled, but not eradicated.

Table 2 - Herbaceous Exotic Species List

SCIENTIFIC NAME	COMMON NAME	GROWTH HABIT	DISPOSITION
<i>Alliaria petiolata</i>	Garlic mustard	biennial	Control aggressively
<i>Arctium minus</i>	Common burdock	biennial	Control aggressively
<i>Bromus inermis</i>	Smooth brome grass	perennial	Control aggressively
<i>Cardamine impatiens</i>	Narrowleaf bittercress	biennial	Control aggressively
<i>Carduus acanthoides</i>	Plumeless thistle	biennial	Control aggressively
<i>Carduus nutans</i>	Musk thistle	biennial	Control
<i>Centaurea stoebe</i> ssp. <i>micranthos</i>	Spotted knapweed	biennial	Control aggressively
<i>Cirsium arvense</i>	Canada thistle	perennial	Control aggressively
<i>Cirsium vulgare</i>	Bull thistle	biennial	Control
<i>Dactylis glomerata</i>	Orchard grass	perennial	Monitor. Control if necessary.
<i>Daucus carota</i>	Queen Anne's lace	biennial	Control
<i>Echinochloa muricata</i>	Barnyard grass	annual	Control
<i>Elytrigia repens</i>	Quack grass	perennial	Monitor. Control if necessary.
<i>Euphorbia esula</i>	Leafy spurge	perennial	Control aggressively
<i>Fallopia japonica</i>	Japanese knotweed	perennial	Control aggressively
<i>Hesperis matronalis</i>	Dame's rocket	biennial	Control aggressively
<i>Linaria vulgaris</i>	Common toadflax (Butter & eggs)	perennial	Control aggressively

<i>Lotus corniculatus</i>	Birds foot trefoil	perennial	Control
<i>Lythrum salicaria</i>	Purple loosestrife	perennial	Control aggressively
<i>Medicago sativa</i>	Alfalfa	perennial	Control
<i>Melilotus alba</i>	White sweet clover	annual/biennial	Control
<i>Melilotus officinalis</i>	Yellow sweet clover	annual/biennial	Control
<i>Pastinaca sativa</i>	Wild parsnip	biennial	Eradicate
<i>Phalaris arundinacea</i>	Reed canary grass	perennial	Control aggressively
<i>Phleum pratense</i>	Timothy	perennial	Monitor. Control if necessary.
<i>Phragmites australis</i> ssp. <i>australis</i>	Common Reed Grass, non-native subspecies	perennial	Eradicate
<i>Poa pratensis</i>	Kentucky bluegrass	perennial	Control
<i>Rumex crispus</i>	Curly dock	perennial	Control
<i>Saponaria officinalis</i>	Soapwort (Bouncing Bet)	perennial	Control aggressively
<i>Securigera varia</i>	Crown vetch	perennial	Control aggressively
<i>Setaria</i> spp.	Foxtail grasses	annual	Monitor. Control if necessary.
<i>Solanum dulcamara</i>	Bittersweet nightshade	perennial	Control aggressively
<i>Tanacetum vulgare</i>	Common tansy	perennial	Eradicate
<i>Torilis japonica</i>	Japanese hedge parsley	biennial	Eradicate
<i>Trifolium pratense</i>	Red clover	perennial	Control
<i>Trifolium repens</i>	White clover	perennial	Monitor. Control if necessary.
<i>Verbascum thapsus</i>	Mullein	biennial	Control

This list may not be comprehensive. If more exotic invasive species are found on the site, effort will be made to control them. Some of these species should be controlled more aggressively than others, as indicated in each plant's disposition.

12/1/2025

Dakota County Natural Resources
Attn: Tom Lewanski
14955 Galaxie Ave
Apple Valley, MN 55124

City of Rosemount
2875 145th St W,
Rosemount, MN 55068

Subject: Wiklund Preserve Easement Crossing

Hello Dakota County and City of Rosemount,
As you are aware, the Minnesota Department of Natural Resources (DNR) holds a conservation easement on the City of Rosemount's property - Wiklund Preserve (Parcel 340161015030 in Dakota County). Dakota County has approached DNR about crossing the easement to do restoration work and buckthorn removal on their adjacent property to the north. After meeting on site with the Dakota County and Friends of the Mississippi, we believe that the restoration work they have planned would be beneficial for the Wiklund Preserve too.

As the easement holder, we are ok with Dakota County crossing the easement (if the city also approves) with the following stipulations below:

- Crossing the parcel with any motorized vehicles, especially heavy equipment, must be done during frozen ground conditions to minimize disturbance.
- The access path must follow the edge of the prairie/the path used for prescribed burn field breaks.
- The county should work with Friends of the Mississippi to outline a desired path.
- No trees will be cut down for the access path.
- This will be temporary access lasting until Dec. 31, 2028, or when the initial restoration is completed, whichever comes first.
- If vegetation is damaged, Dakota County will work with DNR and Friends of the Mississippi to replant/reclaim those areas.

We appreciate your cooperation and stewardship. If you have any questions or concerns, please contact me.

Sincerely,



Tim Pharis
Area Wildlife Supervisor
MNDNR-Section of Wildlife
Vermillion River Complex
15325 Babcock Ave.
Rosemount, MN 55068
tim.pharis@state.mn.us
651-322-4643



Board of Commissioners

Request for Board Action

Item Number: DC-5162

Agenda #: 10.5

Meeting Date: 1/6/2026

DEPARTMENT: Parks

FILE TYPE: Consent Action

TITLE

Authorization To Award And Execute Consultant Contract With Kimley-Horn And Associates, Inc. For Alignment Analysis Services For Vermillion Highlands Greenway In Cities Of Rosemount And Empire, And Amend Budget To Move Funding For New Project, Project #2000642

PURPOSE/ACTION REQUESTED

Authorize execution of a consulting services contract with Kimley-Horn and Associates, Inc. for a feasibility study to identify the preferred alignment and grade-separated crossing type for the Vermillion Highlands Greenway at County State Aid Highway 46, in coordination with County Project 99-013.

SUMMARY

The primary purpose of this project is to determine a preferred alignment and grade-separated crossing infrastructure type for the Vermillion Highlands Greenway at CSAH 46 in coordination with County Project 99-013, which is already underway. In partnership with the University of Minnesota and their UMORE property, this alignment will need to prioritize other important factors in the evaluation of a grade-separated crossing/trail alignment options that include:

Proposed Akron Ave alignment

This will need to work in coordination with the CSAH 46 preliminary design project and with University of Minnesota-owned parcels along the greenway corridor.

Environmental constraints

Additional analysis is needed regarding known soil contamination in the area, building upon environmental analysis in the area from previous projects.

University operations/research

UMore Rosemount Research and Outreach Center (RROC) research fields are essential to the University of Minnesota's mission and cannot be disrupted. Additional operational details and preliminary design files will be shared with the University during the alignment study. The University's long-term mining lease agreements in UMore Park, west of Akron Avenue and north and south of CSAH 46, will also influence the preferred alignment.

Long-range development impacts

In 2015, the Board of Regents approved market-based development of UMore Park. The County will

consult with the University of Minnesota on the alternatives considered for the grade-separated crossing with regards to future development/land use, as prior concept plans are no longer current and could change.

If budget allows an optional task the consultant could provide is 3D visualization of the preferred alignment. Having this available will help stakeholders and partners see a clearer vision of the preferred alignment. Having 3D visualization could also strengthen external funding proposals.

Consultant Selection and Roles. Dakota County issued a Request for Proposal for the above-noted services to seven consultant teams on November 19, 2025. Four proposals were received and evaluated by County staff representing the Parks, Planning, and Transportation offices on December 19, 2025. Kimley-Horn and Associates, Inc. was selected as the preferred professional engineering consultants based on the following criteria: project understanding, project approach, team expertise, quality control, performance on similar projects, and best-value cost. The costs and hours proposed were considered reasonable, and the total contract cost was within the range anticipated by staff.

The consultant submitted a cost proposal as follows:

<u>Consultant</u>	<u>Amount</u>	<u>Hours</u>	<u>Cost/Hour</u>
Bolton & Menk	\$278,821	1010	\$276.06
TKDA	\$204,045	992	\$205.69
MSA Professional Services, Inc.	\$186,815	1036	\$180.32
Kimley-Horn and Associates, Inc.	\$166,670	1069	\$155.91

RECOMMENDATION

Staff recommends executing a contract with Kimley-Horn and Associates, Inc. for the professional design services for a feasibility study to identify the preferred alignment and grade-separated crossing type for the Vermillion Highlands Greenway Project at CSAH 46 (2000642) for actual costs not to exceed \$182,330, which includes one optional task for 3D visualization.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2026-2030 Parks Capital Improvement Program (CIP) includes budget in the amount of \$2.05M for Vermillion Highlands Greenway - Rosemount, which is still in final design pending future development. Staff recommends using a portion of the construction funding to fund this feasibility study. A budget amendment is needed to move the funding to the new project.

Project 2000234 Vermillion Highlands Greenway - Rosemount

Funding Source	Total Budget	Available Budget
Transportation Advance Account	\$759,702	\$488,076
Environmental Legacy Fund (ELF) Balance	\$106,875	\$0
Sales and Use Tax	\$1,184,089	\$1,184,089
Total	\$2,050,666	\$1,672,165

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

RESOLUTION

WHEREAS, to provide a great place to live, Dakota County is proceeding with portions of the Vermillion Highlands Greenway Project (2000642) for feasibility study; and

WHEREAS, County staff sent a Request for Proposal to seven qualified professional consultants; and

WHEREAS, four proposals were received and evaluated by County staff; and

WHEREAS, the proposal from Kimley-Horn and Associates, Inc. had the best-value costs for alignment design and provides all the services needed; and

WHEREAS, the County Parks Director recommends executing a contract with Kimley-Horn and Associates, Inc. for engineering consulting services for the Vermillion Highlands Greenway for actual costs not to exceed \$182,330.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Parks Director to execute a contract with Kimley-Horn and Associates, Inc., 14800 Galaxie Ave, Suite 200, Apple Valley, MN 55124 to perform alignment study design consulting services for the Vermillion Highlands Greenway Project (2000642) in an amount not to exceed \$182,330, which includes one optional task for 3D visualization if budget allows., subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the 2026 Parks Capital Improvement Program budget is hereby amended as follows:

Expense

Vermillion Highlands GW - Rosemount (2000234)	(\$182,330)
Vermillion Highlands GW - CSAH 46 (2000642)	<u>\$182,330</u>
Total Expense	\$0

Revenue

Vermillion Highlands GW - Rosemount - Sales & Use Tax	(\$182,330)
Vermillion Highlands GW - CSAH 46 - Sales & Use Tax	<u>\$182,330</u>
Total Revenue	\$0

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: VHG CSAH 46 Project Location Map

Attachment: Consultant Selection Summary CSAH 46

BOARD GOALS

- ☒ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACT

Department Head: Niki Geisler

Author: Mike Adams

Attachment: VHG CSAH 46 Location Map



Project Information

Project Purpose: The primary purpose of this project is to determine a preferred alignment and grade separated crossing infrastructure type for the Vermillion Highlands Greenway at CSAH 46 in coordination with County Project 99-013, which is already underway. In partnership with the University of Minnesota and their UMORE property, this alignment will need to prioritize other important factors in the evaluation of a grade separated crossing/ trail alignment options that include:

1. Proposed Akron Ave alignment- [see CSAH46 preliminary design – Late Fall 2025](#)

[UMN Real Estate map](#) (shows University-owned tracts)

2. Environmental constraints

[UMORE document repository](#)- this resource contains environmental and technical information; see DEF Line content in the [Phase I Environmental Site Assessment, UMore East, Dakota County, MN](#)

Braun Intertec conducted and environmental analysis for the CSAH46 alignment, which will be supplied.

3. University operations / research

[UMore Rosemount Research and Outreach Center](#)- RROC research fields are core to University mission at UMore and cannot be disrupted. More detail about operations and preliminary design files will be provided as needed through meetings with the university during the alignment study. The University has long-term mining lease agreements in UMore Park west of Akron Avenue, both north and south of CSAH46

4. Long range development impacts

In 2015 the Board of Regents approved market-based development of UMore Park. Consult with University of Minnesota on the alternatives considered for the grade separated crossing with regards to future development / land use, as prior concept plans are no longer current/ could change

UMore Park Alternative Urban Areawide Review:

[AUAR Update 2023](#)

[AUAR Update 2018](#)- contains alternatives for future land use, see esp. Pg 24 Figure 6 - Scenario 3

[AUAR 2013](#)

[Vermillion Highlands Concept Master Plan](#)- long range plan and design principles for research, recreation, and wildlife management area

Deliverables: The primary technical deliverables the project will include alignment feasibility, determining a grade -separated crossing with location, agency coordination, data collection, environmental reviews, permits, approvals, surveys, stormwater and hydraulic evaluation, geotechnical, right of way, and traffic analysis.

Agency Engagement (meetings, events, activities, website): This project will include efforts to engage local partners including the City of Rosemount, City of Empire, and University of Minnesota. The consultant will have a lead role as the technical expert and will provide exhibits and information.

Schedule: The work plan will include concurrent tasks through summer of 2026 that include stakeholder engagement and technical design milestones to deliver a feasibility study by August 31, 2026.

Consultant Selection Summary

Request for Proposals (RFP): The RFP for the project was released on November 19, 2025. The RFP was sent to the following four consulting firms: Bolton-Menk, Kimley-Horn, KLJ Engineering, MSA, SHE, TKDA, andToole Design. Dakota County staff agreed to request proposals from these firms because of the familiarity with similar projects in the City and County, and similar project experience. Conversations with firms occurred before the proposal period to engage in project details. Other firms chose not to submit a proposal due to their current workload and lack of capacity for this project, the belief that other consultant firms were better suited for this project, and the inability to deliver the project with the proposed timeline in the RFP.

Review Team Agencies: Dakota County

Review Process: Four proposals were received on December 12, 2025. The proposals were reviewed by Dakota County Staff in Parks, Transportation, and Planning. The scoring panel met on December 19, 2025 to discuss the both proposals received, address any concerns with each proposal, and select the consultant.

Evaluation Results: The proposal received by Kimley-Horn and Associates, Inc. rated highly based on project approach, understanding of scope and project team. The consultant identified appropriate measures for quality control, had direct experience completing preliminary design on the project, had comparable past performance on similar projects and an appropriate public involvement plan. The proposal review utilized the criteria listed and paid special attention to project approach, stakeholder engagement, schedule and task hour accuracy, and attention to project milestones to support a best-value decision.

Summary of Proposed Costs:

Consultant	Cost/Hr	Total Hours	Total Cost
Kimley-Horn and Associates, Inc.	\$ 155.91	1069	\$ 182,330

Recommendation and Summary: The project scoring panel selected Kimley-Horn and Associates, Inc. for CP 2000642 because they provided the best understanding of the project scope, provided a reasonable schedule and suitable task hours with emphasis on stakeholder engagement, surveys, stormwater, traffic analysis and roadway engineering. They also presented a qualified team, provided staff’s expected level of effort and most

accurately reflected the project needs. Kimley-Horn and Associates, Inc. provided a project manager and stakeholder engagement process that have proven success in Dakota County, Rosemount, and Empire.



Board of Commissioners

Request for Board Action

Item Number: DC-5012

Agenda #: 10.6

Meeting Date: 1/6/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Award Direct Purchase Of Signal Steel From Millerbernd Manufacturing Company, LLC, For County State Aid Highway 42 (145th Street) At Trunk Highway 52 Interchange In Rosemount, County Project 42-174

PURPOSE/ACTION REQUESTED

Authorize the County Manager, or their designee, to execute a contract with Millerbernd Manufacturing Company, LLC, for traffic signal steel for County Project (CP) 42-174, County State Aid Highway (CSAH) 42 (145th Street) at Trunk Highway (TH) 52 Interchange improvements in Rosemount.

SUMMARY

To provide a safe and efficient transportation system throughout the County and the region, Dakota County, the City of Rosemount, and the Minnesota Department of Transportation (MnDOT) are partnering on CP 42-174 to improve the existing interchange located at the intersection of CSAH 42 and TH 52 (Attachment: Project Location Map).

County Project 42-174 is programmed in the 2026-2030 Transportation Capital Improvement Program (CIP) for construction in 2026. Project work includes signalization of the TH 52 and CSAH 42 ramps, turn lane additions, and geometric modifications. Dakota County is the lead agency, and construction is scheduled for 2026.

Direct Purchase of Signal Steel

Dakota County is proposing the direct purchase of steel traffic signal materials for the TH 52 and CSAH 42 interchange project through the State Cooperative Purchasing Venture. This approach allows the County to secure long-lead materials ahead of construction, reducing the risk of delays. County staff anticipates awarding the construction contract in late April 2026. With current steel lead times of 14 to 16 weeks, direct procurement would save two to three months on the schedule and help ensure the project can be completed during the 2026 construction season.

To facilitate this, staff requested a quote from Millerbernd Manufacturing Company under MnDOT Contract 223993, which permits direct procurement. On November 14, Millerbernd provided a quote of \$318,323 for the required steel materials (Attachment: Millerbernd Quote). This strategy provides greater control over the ordering timeline and significantly reduces the risk of late material delivery impacting the construction schedule.

RECOMMENDATION

Staff recommends authorizing execution of a contract with Millerbernd Manufacturing Company for the procurement of signal steel in the amount of \$318,323.

EXPLANATION OF FISCAL/FTE IMPACTS

Funding for the direct procurement of signal steel in the amount of \$318,323 is available within the current project budget. The 2026-2030 Transportation CIP includes \$5,400,000 in funding from the City of Rosemount, MnDOT, and Transportation Sales and Use Tax in addition to \$750,000 from prior years' budgets. The total project budget is \$6,150,000.

CP 42-174 CSAH 42 at TH 52 Interchange

Funding Source	Total Budget	Available Budget
City of Rosemount	\$883,500	\$726,000
Sales and Use Tax	\$2,866,500	\$2,698,660
MN DOT Transportation and Economic Development (TED)	\$2,400,000	\$2,400,000
Total	\$6,150,000	\$5,824,660

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

RESOLUTION

WHEREAS, Dakota County, in partnership with the City of Rosemount and the Minnesota Department of Transportation (MnDOT), is leading County Project (CP) 42-174 to improve the interchange at County State Aid Highway (CSAH) 42 (145th Street) and Trunk Highway (TH) 52 in Rosemount; and

WHEREAS, CP 42-174 is programmed in the 2026-2030 Transportation Capital Improvement Program (CIP) for construction in 2026, with planned improvements including signalization of the TH 52 and CSAH 42 ramps, turn lane additions, and geometric modifications; and

WHEREAS, to reduce the risk of construction delays due to long lead times for steel signal materials, Dakota County proposes to directly procure the steel components in advance of the construction contract award; and

WHEREAS, current steel lead times are estimated at 14 to 16 weeks, and direct procurement is expected to save two to three months on the project schedule, helping ensure completion during the 2026 construction season; and

WHEREAS, Dakota County staff requested a quote from Millerbernd Manufacturing Company, LLC, under MnDOT Contract 223993, which permits direct procurement through the State Cooperative Purchasing Venture; and

WHEREAS, on November 14, 2025, Millerbernd Manufacturing Company, LLC, provided a quote of \$318,323.00 for the required steel signal materials; and

WHEREAS, the 2026-2030 Transportation CIP includes an additional \$5,400,000 in funding from the City of Rosemount, MnDOT, and Transportation Sales and Use Tax and \$750,000 in prior years funding, bringing the total project budget to \$6,150,000.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute a contract with Millerbernd Manufacturing Company, LLC, for the direct purchase of traffic signal steel in the amount of \$318,323.00 for County Project 42-174.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Location Map

Attachment: Millerbernd Quote

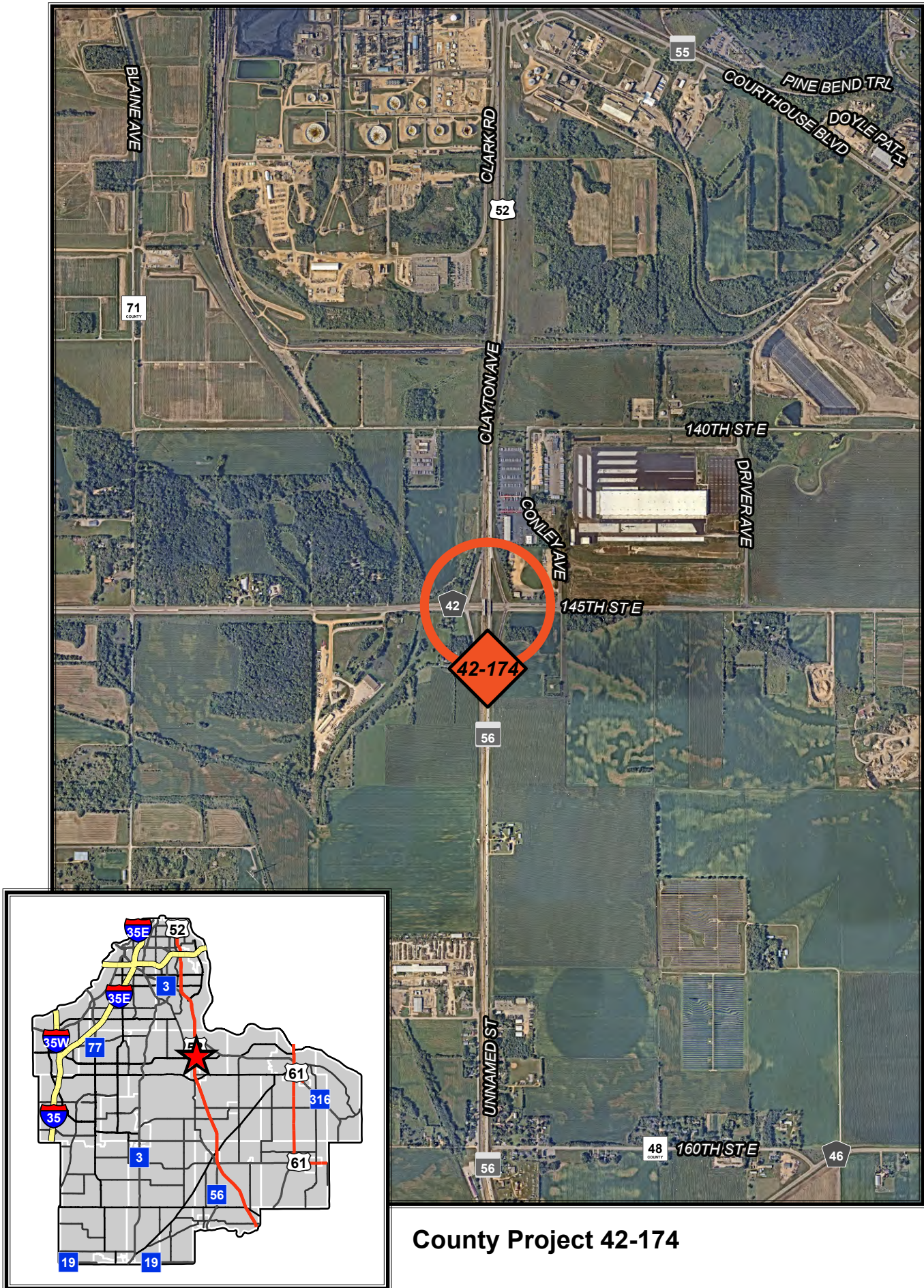
BOARD GOALS

- | | |
|--|---|
| <input type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input checked="" type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Erin Laberee

Author: Imran Ahmed



Quote Number: 165955

QUOTE

Page: 1 of 2

<p>Quote To:</p> <p>DAKOTA COUNTY HWY.DEPT. 14955 GALAXIE AVENUE APPLE VALLEY MN 55124 United States</p> <p>Phone: (651) 437-3191 Fax:</p>	<p>Date: 11/14/2025</p> <p>Expires: 12/29/2025</p> <p>Reference: MN DAKOTA COUNTY CP.42-</p> <p>Sales Person: Sarah Kapping</p> <p>Fax:</p>
--	--

PRICING PER MNDOT CONTRACT # 223993

NOTES:

1) NEW MNDOT TS STYLE SIGNALS

2) LUM EXTENSION AND CAMERA EXTENSION INCLUDED IN ITEMS WHERE REQUIRED PER PLANS

3) GALVANIZED FINISH ONLY

4) ANCHOR BOLTS INCLUDED IN POLE PRICING

1) Quoted prices are valid for 45 days. Prices are subject to change on orders that are not released within 90 days from the date of the original purchase order.

2) Quotation is subject to acceptance at time of order placement. Quoted unit prices are based on total quantities listed in their entirety. Any variation in quantities or split purchase orders may result in additional charges.

3) This quotation is based upon Millerbernd Manufacturing Company Current Standard Terms and Conditions of sale located at <https://www.millerbernd.com/terms-conditions>.

4) F.O.B. Delivery Site-freight is included in pricing structure.

5) Please be advised delivery will be based on manufacturing lead times at time of release and may differ from quoted lead time.

						USD
Line	Part Description	Rev	Drawing	Expected Qty	Unit Price	Ext. Price
1	SYSTEM A TH 52 & CSAH 42 WEST RAMPS	000		1.00EA	162,159.00	162,159.00
2	TS-A-X16-9-40-5-PTZ A1			1.00EA	0.00	0.00
LESS MAST ARM (PROVIDE COVER PLATES)						
3	TS-A-55-X16-9-40 A, A4, A5			3.00EA	0.00	0.00

Quote Number: 165955

QUOTE

Page: 2 of 2

4	TS-A-X16-9-40 A3	1.00EA	0.00	0.00
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LESS MAST ARM (PROVIDE COVER PLATES)

5	SYSTEM B TH 52 @ CSAH 42 EAST RAMPS	1.00EA	156,164.00	156,164.00
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6	TS-A-X16-9-40-5-PTZ B1	1.00EA	0.00	0.00
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LESS MAST ARM (PROVIDE COVER PLATES)

7	TS-A-60-X16-9-40 B2	1.00EA	0.00	0.00
---	------------------------	--------	------	------

8	TS-A-55-X16-9-40 B3	1.00EA	0.00	0.00
---	------------------------	--------	------	------

9	LDH9-400-A607-GV B4	1.00EA	0.00	0.00
---	------------------------	--------	------	------

8-SIDED TAPERED STEEL 40' LIGHT POLE ASSEMBLY INCLUDES: Design E anchor bolts, NON-BREAKAWAY H-base with access door, 9' Integral Davit luminaire arm with 2-3/8"OD slipfitter @ 40' mounting height, and GALVANIZED FINISH

10	TS-A-35-X16-9-40 B5	1.00EA	0.00	0.00
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Lines Total	318,323.00
Total Taxes	0.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
Quote Total	318,323.00



Board of Commissioners

Request for Board Action

Item Number: DC-5160

Agenda #: 10.7

Meeting Date: 1/6/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Award Direct Purchase Of Steel From Millerbernd Manufacturing Company, For County State Aid Highway 42 (150th Street W) Signal Replacements At Garrett Avenue And Pilot Knob Road (County State Aid Highway 31), And Garrett Avenue Roadway Improvements In City Of Apple Valley, County Project 42-177

PURPOSE/ACTION REQUESTED

Authorize the Transportation Director, or their designee, to execute a contract with Millerbernd, LLC, for traffic signals steel for County State Aid Highway (CSAH) 42 (150th Street W) signal replacements at Garrett Avenue and Pilot Knob Road (CSAH 31), and the Garrett Ave roadway improvements in the City of Apple Valley, County Project (CP) 42-177.

SUMMARY

To provide a safe and efficient transportation system, the County is proceeding with CP 42-177 in partnership with the City of Apple Valley. CP 42-177 consists of signal replacements on CSAH 42 (150th Street W) at Garrett Avenue, a City street, and at CSAH 31 (Pilot Knob Road), and Garrett Avenue roadway improvements for construction beginning in Spring 2026 (Attachments: Project Location Map & Millerbernd Manufacturing Company Steel Quote).

Direct Purchase of Signal Steel

Dakota County is proposing the direct purchase of steel traffic signal materials for CP 42-177, through the State Cooperative Purchasing Venture. This approach allows the County to secure long-lead materials ahead of construction, reducing the risk of delays. County staff anticipates awarding the construction contract in April 2026. With current steel lead times of 14 to 16 weeks, direct procurement would help the planned construction schedule during the early 2026 construction season.

To facilitate this, staff requested a quote from Millerbernd Manufacturing Company. On November 20, Millerbernd provided a quote of \$228,245 for the required steel materials (Attachment: Millerbernd Quote). This strategy provides greater control over the ordering timeline and significantly reduces the risk of late material delivery impacting the construction schedule.

RECOMMENDATION

Staff recommends authorizing execution of a contract with Millerbernd Manufacturing Company for the procurement of signal steel in the amount of \$228,245.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Adopted Transportation Capital Improvement Program (CIP) includes \$3,752,682 for CP 42-177, which covers signal system and turn lane modifications at CSAH 42 and Garrett Avenue. This budget supports engineering, construction, and right-of-way acquisition. Funding for signal steel procurement in the amount of \$228,245 is available within the current budget. The project is funded through a combination of County State Aid Highway (CSAH) funds, City contributions, and County funds, with no additional FTE impacts anticipated. County staff will continue to manage procurement and project delivery.

CP 42-177

Funding Source	Total Budget	Available Budget
City of Apple Valley	\$1,092,682	\$1,092,682
CSAH	\$2,600,000	\$2,457,197
Transportation Fund Balance	\$60,000	\$0
Total	\$3,752,682	\$3,549,879

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is partnering with the City of Apple Valley on CP 42-177, which is a preliminary and final design project to develop plans and associated services for signal replacements on County State Aid Highway (CSAH) 42 (150th Street W) at Garrett Avenue, a City street, and at CSAH 31 (Pilot Knob Road), and Garrett Avenue roadway improvements for construction beginning in Spring 2026; and

WHEREAS, Dakota County is the lead agency for CP 42-177 to pre-order necessary steel for the two signal systems for construction to begin in the spring of 2026; and

WHEREAS, to reduce the risk of construction delays due to long lead times for steel signal materials, Dakota County proposes to directly procure the steel components in advance of the construction contract award; and

WHEREAS, current steel lead times are estimated at 14 to 16 weeks, and direct procurement is expected to save two to three months on the project schedule, helping ensure completion during the 2026 construction season; and

WHEREAS, Dakota County staff requested a quote from Millerbernd Manufacturing Company, LLC, for direct procurement through the State Cooperative Purchasing Venture; and

WHEREAS, on November 20, 2025, Millerbernd Manufacturing Company, LLC, provided a quote of \$228,245 for the required steel signal materials; and

WHEREAS, funding for this procurement is available within the current project budget for CP 42-177, which includes \$3,752,682 in previously approved Transportation Capital Improvement Program (CIP) funds from City, County, and CSAH funds.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director, or their designee, to execute a contract with Millerbernd Manufacturing Company, LLC, for the direct purchase of traffic signal steel in the amount of \$228,245 for County Project 42-177.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Location Map

Attachment: Millerbernd Manufacturing Company's Steel Quote

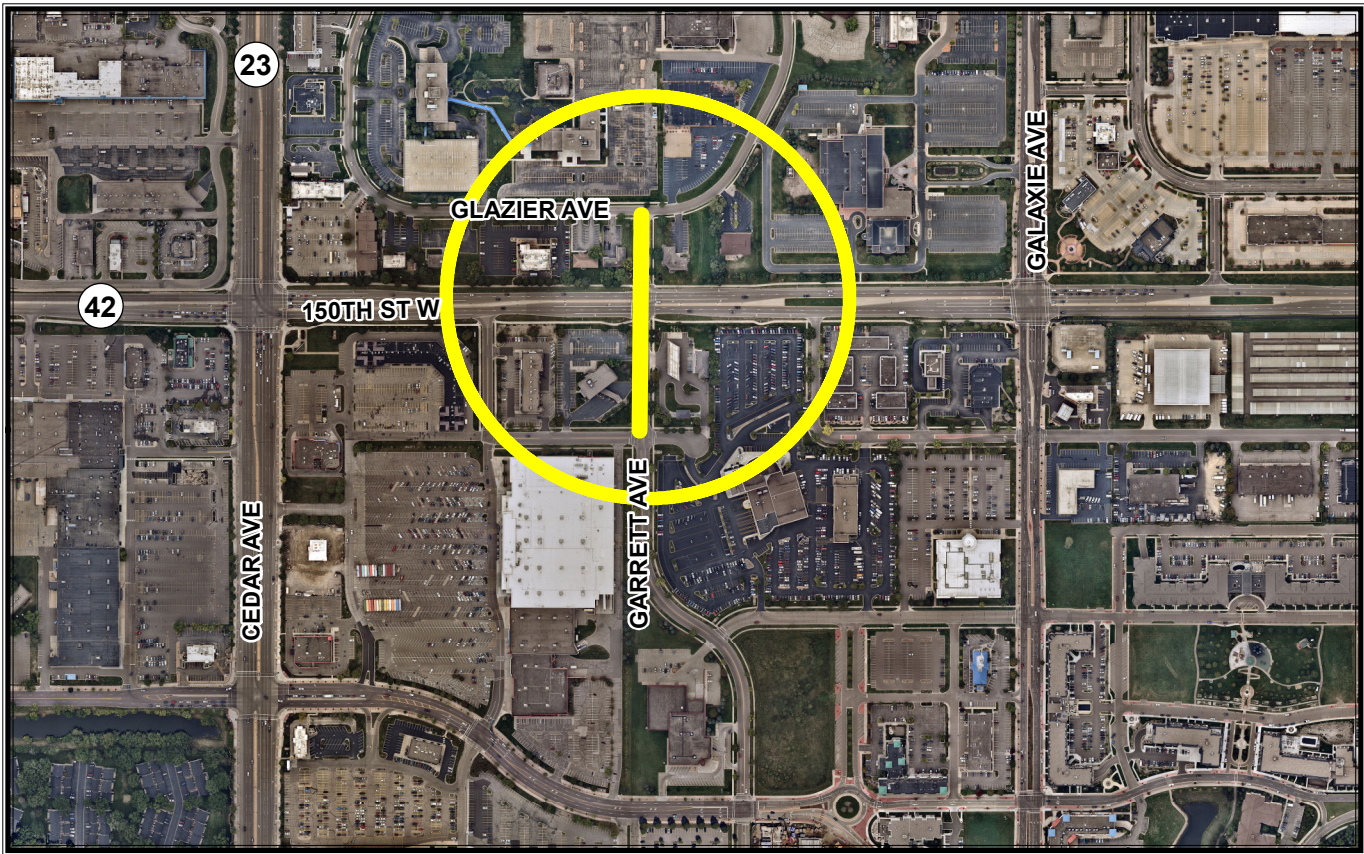
BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

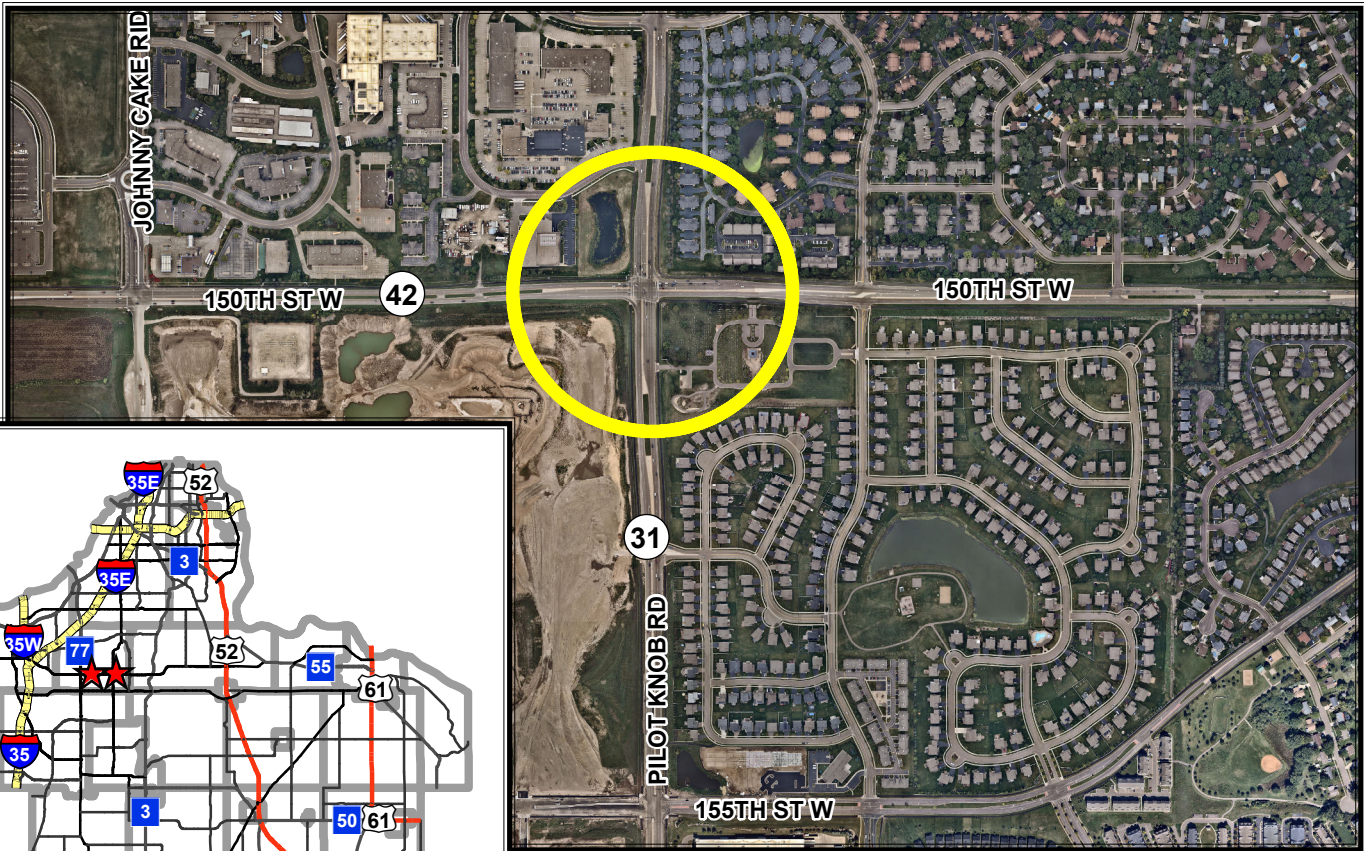
CONTACT

Department Head: Erin Laberee

Author: Saeed Kanwar



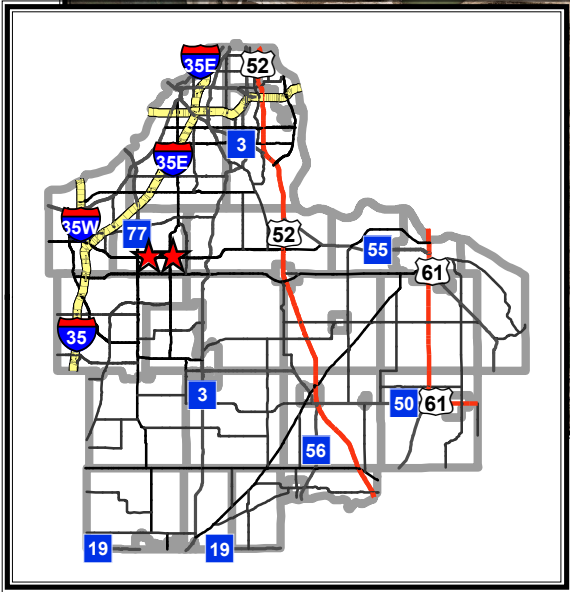
Garret Avenue/County Road 42 Intersection Improvements



Pilot Knob Road/County Road 42
Intersection Improvements

County Project 42-177

Prepared by Dakota County Physical Development Division



Quote Number: 166191

QUOTE

Page: 1 of 2

Quote To:

DAKOTA COUNTY HWY.DEPT.
14955 GALAXIE AVENUE
APPLE VALLEY MN 55124
United States

Phone: (651) 437-3191

Fax:

Date: 11/20/2025

Expires: 1/4/2026

Reference: MN DAKOTA COUNTY SAP.186-119-

Sales Person: Sarah Kapping

Fax:

PRICING PER MNDOT CONTRACT 223993

NOTES:

- 1) PA STYLE SIGNALS
- 2) GALVANIZED FINISH ONLY
- 3) ANCHOR BOLTS INCLUDED IN POLE PRICING

1) Quoted prices are valid for 45 days. Prices are subject to change on orders that are not released within 90 days from the date of the original purchase order.

2) Quotation is subject to acceptance at time of order placement. Quoted unit prices are based on total quantities listed in their entirety. Any variation in quantities or split purchase orders may result in additional charges.

3) This quotation is based upon Millerbernd Manufacturing Company Current Standard Terms and Conditions of sale located at <https://www.millerbernd.com/terms-conditions>.

4) F.O.B. Delivery Site-freight is included in pricing structure.

5) Please be advised delivery will be based on manufacturing lead times at time of release and may differ from quoted lead time.

USD

Line	Part Description	Rev Drawing	Expected Qty	Unit Price	Ext. Price
1	SYSTEM A CSAH 42 & GARRETT AVE	000	1.00EA	113,621.00	113,621.00
2	PA100-A40-X6-350/CAM400 A1		1.00EA	0.00	0.00
3	PA100-A50-D40-9 A2		1.00EA	0.00	0.00

Quote Number: 166191		QUOTE		Page:	2 of 2
4	PA100-A50-D30-9 A3	1.00EA	0.00	0.00	
5	PA100-A55-D25-9 A4	1.00EA	0.00	0.00	
6	SYSTEM B CSAH 42 & PILOT KNOB RD	1.00EA	114,624.00	114,624.00	000
7	PA100-A45-D40-9 B1	1.00EA	0.00	0.00	
8	PA100-A55-D40-9 B2	1.00EA	0.00	0.00	
9	PA100-A45-D40-9 B3	1.00EA	0.00	0.00	
10	PA100-A55-X6-350/CAM400 B4	1.00EA	0.00	0.00	
Lines Total				228,245.00	
Total Taxes				0.00	
Line Miscellaneous Charges				0.00	
Quote Miscellaneous Charges				0.00	
Quote Total				228,245.00	



Board of Commissioners

Request for Board Action

Item Number: DC-5164

Agenda #: 10.8

Meeting Date: 1/6/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contracts With Xcel Energy And Dakota Electric Association For Installation Of Street Lighting For Two Roundabouts Along County State Aid Highway 86 (280th Street W) At Trunk Highway 3 And Trunk Highway 56, County Projects 86-043 And 86-044

PURPOSE/ACTION REQUESTED

Authorize Transportation Director, or their designee to execute a contract with Northern States Power Company dba Xcel Energy and Dakota Electric Association (DEA) for installation of street lighting along County State Aid Highway (CSAH) 86 at Trunk Highway (TH) 3 and TH 56 respectively for two roundabouts, County Project (CP) 86-043 and CP 86-044. (Attachments: Project Location Map).

SUMMARY

To provide a safe and efficient transportation system, Dakota County is proceeding with CP 86-043 and CP 86-044 to construct two rural single-lane roundabouts. County State Aid Highway 86 (280th Street W) is an undivided two-lane rural roadway that is designated as a Tier 2 truck route. This roadway provides regional connection between Trunk Highway (TH) 52 and Interstate 35 in Scott County. County Project's 86-043 and 86-044 will reconstruct the two, two-way stop-controlled (TWSC) intersections along CSAH 86 at TH 3 and TH 56 to rural single-lane roundabouts within the townships of Castle Rock, Waterford, Randolph, and Hampton. Construction is scheduled for 2026.

The intersections are listed as priority County Highway/State Highway intersection locations in the adopted Dakota County 2040 Transportation Plan. In 2022, staff applied for and received Highway Safety Improvement Program (HSIP) federal dollars for the reconstruction of the deficient intersections.

Dakota County is the lead agency for CP 86-043 and CP 86-044 design, right of way acquisition, construction administration, and coordination of private utilities setup, including lighting needs at the improved intersection. The construction plans include street lighting at the proposed roundabouts at CSAH 86 at TH 3 and TH 56. The street lighting will improve safety for pedestrians and drivers by illuminating the trails, pedestrian crossings, intersections, and roundabouts.

Xcel Energy is the electrical power company serving the TH 3 location, while DEA serves the TH 56 location. As the electrical service providers, Xcel Energy and DEA will install the lighting during the construction of the two roundabouts, planned for the construction season in 2026, and bill the respective agency for the monthly rate for the street lighting.

Xcel Energy has provided an estimate of \$122,176.25 (Attachment: Xcel Energy Quote) for the

installation of roundabout lighting, intersection street lighting, and the necessary electrical connections (e.g., control cabinets, transformers, pedestals). The contract includes 14 lights at the planned roundabout at CSAH 86 and TH 3, CP 86-44.

DEA has provided an estimate of \$96,498.42 (Attachment: DEA Quote) for the installation of roundabout lighting, intersection street lighting, and necessary electrical connections (e.g., control cabinets, transformers, pedestals). The contract includes 14 lights at the planned roundabout at CSAH 86 and TH 56, CP 86-43.

The cost participation for the lighting associated with CP 86-43 and CP 86-44 will be in accordance with the adopted Cost Share Policy F.1 Cost Participation. The lighting power costs and maintenance responsibilities with the new system are consistent with the County's 2040 Transportation Plan adopted Cost Share Policy F.17, which assigns the maintenance responsibility for the lighting to the County.

RECOMMENDATION

Staff recommends executing the contract with Xcel Energy in an amount not to exceed \$122,176.25 for the installation of street lighting for CP 86-044 and DEA in an amount not to exceed \$96,498.00 for CP 86-043.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Adopted Transportation Capital Improvement Program (CIP) includes \$700,000 for CP 86-043, with funding split evenly between County State Aid Highway (CSAH) and State sources. This allocation supports engineering and right-of-way acquisition for the planned roundabout at TH 56.

The 2025 Adopted Transportation CIP includes \$2,810,798 for CP 86-044, with \$1,410,798 from CSAH and County funds and \$1,400,000 from State funds. This funding supports engineering and pre-construction activities for the roundabout at TH 3.

The draft 2026-2030 CIP programs \$3,240,000 for construction of CP 86-043, funded by \$2,568,640 in federal funds and \$671,360 in CSAH funds. For CP 86-044, \$4,320,000 is programmed for 2026 construction, with \$3,006,440 in federal funds, \$287,000 in State funds, and \$1,026,560 in CSAH funds.

CP 86-43

Funding Source	Total Budget	Available Budget
MN DOT	\$350,000	\$350,000
CSAH	\$1,021,360	\$674,513
Federal	\$2,568,640	\$2,568,640
Total	\$3,940,000	\$3,593,153

CP 86-44

Funding Source	Total Budget	Available Budget
MN DOT	\$1,687,000	\$1,687,000
CSAH	\$2,426,560	\$1,905,915

Federal	\$3,006,440	\$3,006,440
Total	\$7,120,000	\$6,599,355

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with County Project (CP) 86-043 and CP 86-044; and

WHEREAS, the purpose and need for the projects is to improve safety, multi-modal mobility, and traffic operations on county State Aid Highway (CSAH) 86 at Trunk Highway (TH) 3 and TH 56 intersections; and

WHEREAS, Dakota County is the lead agency for CP 86-043 and CP 86-044, with right of way acquisition necessary in 2025 for construction to begin in the spring of 2026; and

WHEREAS, the project includes street lighting at the CSAH 86 and TH 56 roundabout, CP 86-43; and

WHEREAS, Dakota Electric Association (DEA) has provided an estimate of \$96,498.00 for the installation of 14 lights at the roundabout, CP 86-43; and

WHEREAS, the project includes street lighting at the CSAH 86 and TH 3 roundabout, CP 86-44; and

WHEREAS, Xcel Energy has provided an estimate of \$122,176.25 for the installation of 14 lights at the roundabout, CP 86-44; and

WHEREAS, the cost participation for the lighting associated with CP 86-43 and CP 86-44 will be in accordance with the adopted Cost Share Policy F.1 Cost Participation; and

WHEREAS, the lighting power costs and maintenance responsibilities with the new system are consistent with the County's 2040 Transportation Plan adopted Cost Share Policy F.17, which assigns the maintenance responsibility for the lighting to the County; and

WHEREAS, County staff recommends executing a contract with Xcel Energy for installation of street lighting along CSAH 86 and TH 56 for CP 86-43; and

WHEREAS, County staff recommends executing a contract with DEA for installation of street lighting along CSAH 86 and TH 3 for CP 86-4.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director, or their designee to execute a contract with Dakota Electric Association in the amount not to exceed \$96,498.00 for installation of street lighting along County State Aid Highway 86 and Trunk Highway 56, County Project 86-43, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director, or their designee to execute a contract with Xcel Energy in the amount not to exceed \$122,176.25 for installation of street lighting along County State Aid Highway 86 and Trunk Highway 3, County Project 86-44, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Location Map

Attachment: Xcel Energy Quote

Attachment: DEA Quote

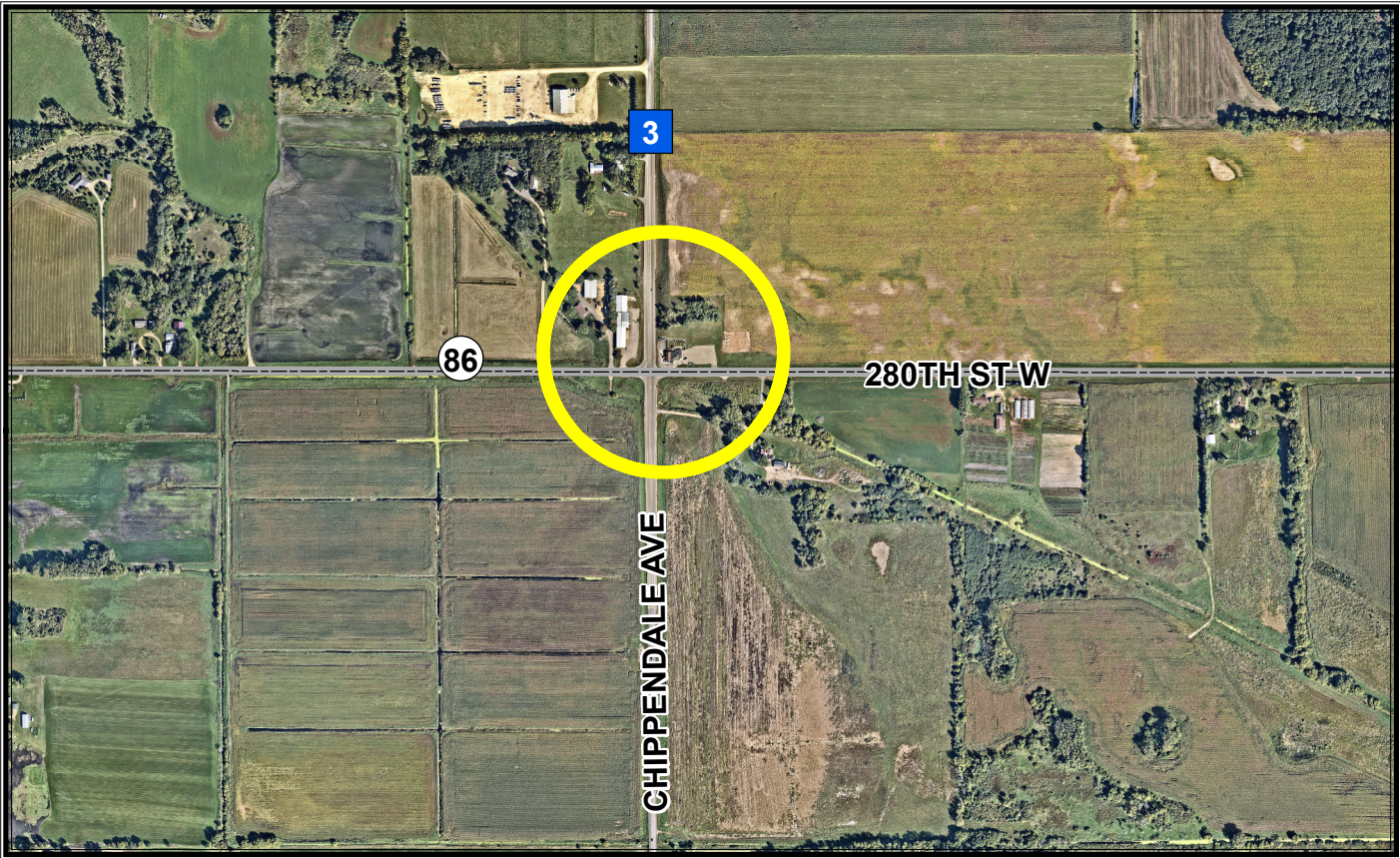
BOARD GOALS

- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

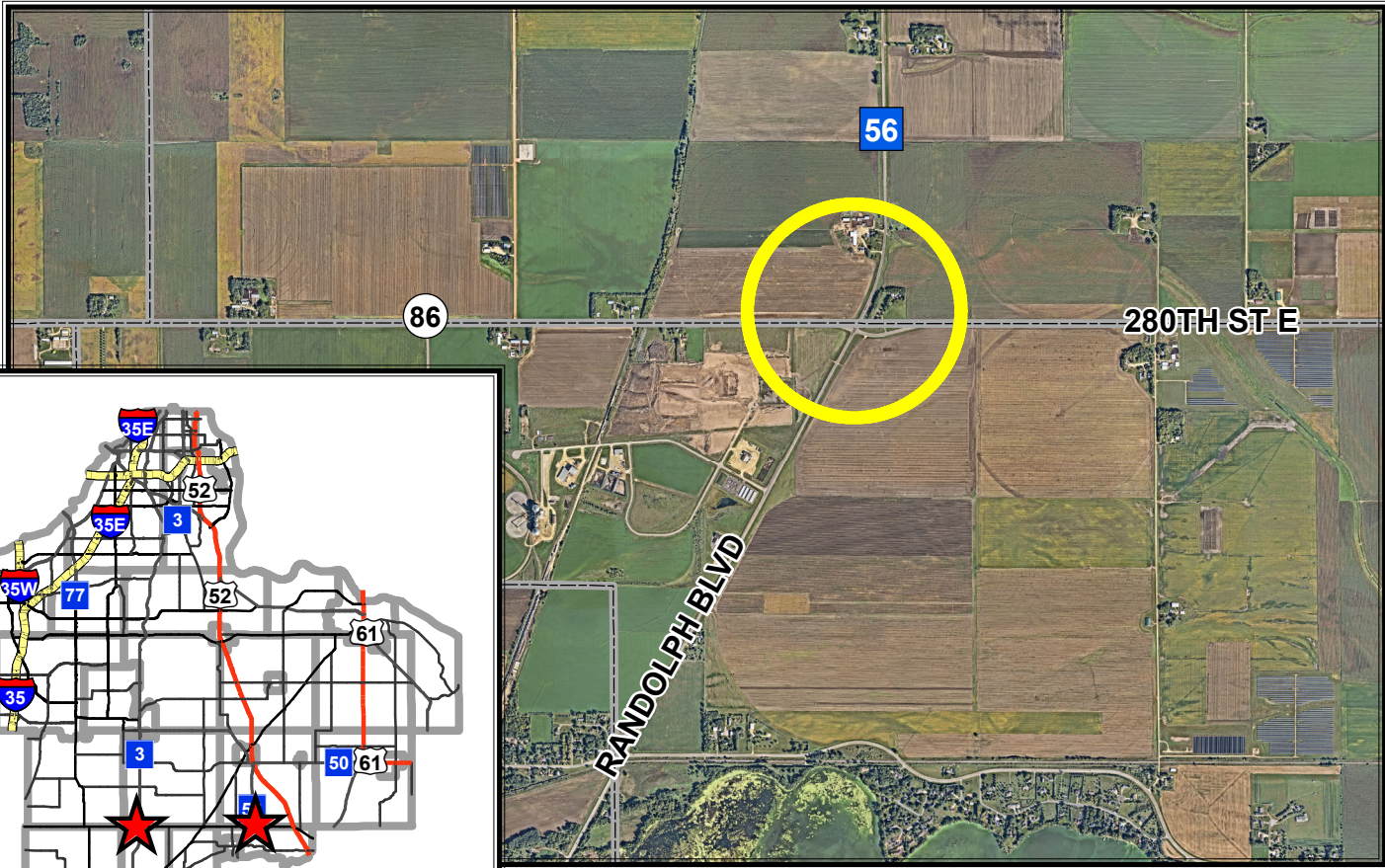
CONTACT

Department Head: Erin Laberee

Author: Saeed Kanwar

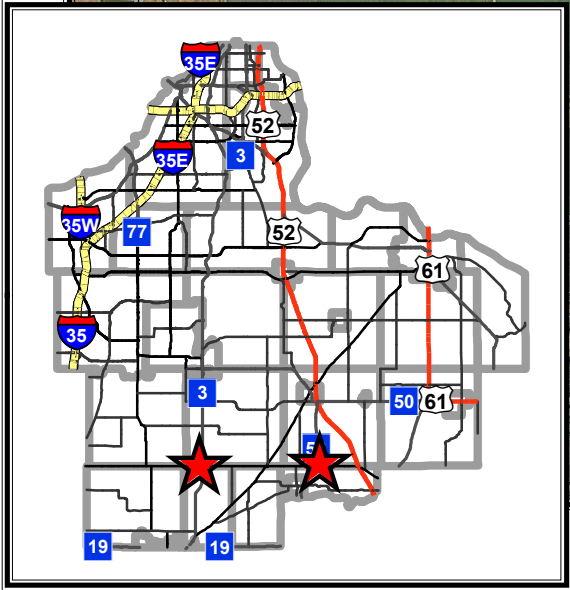


County Project 86-44



County Project 86-43

Prepared by Dakota County Physical Development Division





4300 220th Street West
Farmington, MN 55024
651-463-6212 • 1-800-874-3409
Fax: 651-463-6256
www.dakotaelectric.com

A Locally Owned, Nonprofit Electric Utility

October 29, 2025

Saeed Kanwar
Dakota County Transportation Department
14955 Galaxie Avenue
Apple Valley, MN 55124

Re: CP 86-43 Streetlight System

Saeed,

As you requested, Dakota Electric Association has put together the estimated costs to install a streetlight system in conjunction with the CP 86-43 reconstruction project.

Dakota Electric Association estimates the cost to install the requested streetlight system at \$96,498.42 and is subject to change pending construction requirements. Below is included in the estimate:

14- 35' Fiberglass poles with Shoebox LED fixtures
1 Padmount transformer
1 Streetlight controller
3- Above ground pedestals
Wire, Trench, Bores, and Labor

Please feel free to contact me with any questions or concerns.

Sincerely,

Matt Zeidler
Project Manager
Dakota Electric Association
4300 220th St. West
Farmington MN 55024
(651)463-6373
mzeidler@dakotaelectric.com

An Equal Opportunity Employer of Minorities/Females/Veterans/Disabilities

Account No. XX-0015594400-X
Job No. 15722306
Job Address 27998 CHIPPENDALE AVE
NORTHFIELD, MN 55010



Northern States Power Company - Minnesota
825 Rice Street
St Paul, MN 55117

Dear DAKOTA

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for:
undefined

Your portion of the cost of this project is \$122,176.25. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Design Operations Specialist by email at NSPMDesignCIAC@xcelenergy.com or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

- **Documents to be returned to Xcel Energy:**
 - * Statement of Work Request 17-7012

- **Additional enclosures:**
 - * Customer Payment Options

If you have any questions about the enclosures or about your specific job, please contact the design representative below and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,
Alicia Krampert
Contractor, Outsourcing
825 Rice Street
St Paul, MN 55117
Xcel Energy
Alicia.J.Krampert@xcelenergy.com
612-346-2952

Updated 06/25/2025



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment

All Xcel Energy residential and business customers are now eligible for payment via credit or debit card. Most major credit and debit cards accepted. Apple Pay or Google Pay is available to customers with a mobile device.

To pay by phone, call our payment processing partner, Kubra EZ Pay, at **833.660.1365**

To pay online, visit www.xcelenergy.com/billing_and_payment and click on the **Pay with credit/debit card** link to make an online credit/debit card payment through Kubra EZ Pay.

Please note the current fees along with payment information:

- *Residential Customer Accounts*
 - *Payments accepted for up to \$1,000 in a single transaction*
 - *There is a \$1.80 fee per transaction*
 - *No fee for Wisconsin and Michigan residential customer accounts*
- *Non-Residential Customer Accounts*
 - *Payments accepted for up to \$100,000 in a single transaction*
 - *There is a 2.2% fee per transaction.*

All credit/debit card types allow a maximum 25 credit/debit card payments in a 28-rolling-day period, per Xcel Energy account, per credit/debit card.

*If you receive this message: "The information provided does not match our records please try again," while trying to make a payment, please try again the following day after 8am CST.

Overnight Payment Delivery Options

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy
C/O Deluxe - Lockbox # 4176
5450 N Cumberland Ave
Chicago, IL 60656
Overnight delivery contact phone number: 612-216-7976

In-Person Pay Stations

Pay in-person at a location near you by visiting [xcelenergy.com](https://www.xcelenergy.com) for pay station locations. **Please include the account number on the memo line of your check.**

Please note: A \$1.50 transaction fee applies. (\$1.45 for Western Union only in Colorado)

Pay by U.S Postal Service

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy
P.O. Box 4176
Carol Stream, IL 60197-4176

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.



STATEMENT OF WORK REQUESTED

DATE: OCTOBER 27, 2025
WORK REQUESTED BY: DAKOTA COUNTY
WORK LOCATION: 27998 CHIPPENDALE AVE, NORTHFIELD, MN 55010
ADDRESS: 1560 HIGHWAY 55
HASTINGS, MN 55033-2343

CONSISTING OF:

INSTALL (14) 30' ALUMINUM POLES, (14) "D" COBRAS, 4' MASTARMS, GROUND RODS, PULLBOXES, SECONDARY CABLE, CONDUIT, AND TRACER WIRE. INSTALL UNDERGROUND BY BORE.

RATE SCHEDULE A30 SHEET NO 74 & 82

NO RESTORATION

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay

(\$ 122,176.25)


in accordance with the following terms:

SEE ADDITIONAL INFORMATION FOR FACILITIES ATTACHMENT

Receipt of the above amount hereby acknowledged on behalf of the Company by

Alicia Krampert



XCEL ENERGY SIGNATURE	CUSTOMER SIGNATURE
Northern States Power Company	Legal Entity Name (if applicable):
By: Christie Black  Digitally signed by Christie Black Date: 2025.10.27 16:53:24 -05'00'	Authorized Signer (see signing options below*): <i>Signing Option 1</i> <input type="checkbox"/> AGREE <i>Signing Option 2</i> (Signature below) By:
Printed Name: Christie Black	Printed Name:
Title: Manager Outdoor Lighting	Title (if applicable):
Date: 12/26/2025	Date:

* **Signing Option 1 (just click to agree):** By clicking the AGREE checkbox above, you acknowledge that you are the customer or an authorized signer for the customer and have read, understand, and agree to the above-stated terms.
Signing Option 2: Add Electronic Signature and return by e-mail **OR** print, sign, scan and return by e-mail **OR** print and sign and return by mail.

FOR XCEL ENERGY USE

Xcel Energy Representative Alicia Krampert Xcel Energy Work Order # 15722306

Construction \$	Removal \$	Total \$
<u>122,176.25</u>	<u> </u>	<u>122,176.25</u>

Form 17-7012

ADDITIONAL DETAILS:

POLE LOCATIONS MUST BE STAKED PRIOR TO CONSTRUCTION



Board of Commissioners

Request for Board Action

Item Number: DC-5170

Agenda #: 10.9

Meeting Date: 1/6/2026

DEPARTMENT: Transportation

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Dakota Electric Association For Installation Of Street Lighting Along County State Aid Highway 31 (Pilot Knob Road) At Upper 147th Street In City Of Apple Valley, County Project 31-118

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Dakota Electric Association (DEA) for installation of street lighting along County State Aid Highway (CSAH) 31 (Pilot Knob Road) at Upper 147th Street for an intersection safety improvement project, County Project (CP) 31-118 (Attachment: Project Location Map).

SUMMARY

Dakota County is partnering with the City of Apple Valley on CP 31-118. County Project 31-118 is a preliminary and final design project to develop plans and associated services for converting the intersection of CSAH 31 (Pilot Knob Road) and Upper 147th Street into a restricted three-quarter access intersection in the City of Apple Valley. This intersection has undergone previous safety analyses, which determined that this intersection reconstruction will improve safety and traffic operations at this location.

Dakota County is the lead agency for CP 31-118 design, right of way acquisition, construction administration, and coordination of private utilities setup, including lighting needs at the improved intersection. The construction plans include street lighting at the proposed intersection safety improvement location. The street lighting will improve safety for pedestrians and drivers by illuminating the trails, pedestrian crossings, and the intersection.

DEA is the electrical power company serving this location. As the electrical provider, DEA will install the lighting during the construction, planned for the 2026 construction season, and bill the respective agency for the monthly rate for the street lighting.

DEA has provided an estimate of \$20,200 (Attachment: DEA Quote - CP 31-118) for the installation of intersection street lighting, and the necessary electrical connections (e.g., control cabinets, transformers, pedestals). The contract includes three lights as part of the enhanced safety improvements.

The cost participation for the lighting associated with CP 31-118 will be in accordance with the adopted Cost Share Policy F.1 Cost Participation. The lighting power costs and maintenance responsibilities with the new system is consistent with the County's 2040 Transportation Plan

adopted Cost Share Policy F.17, which assigns the maintenance responsibility for the lighting to the County. The County will be responsible for power & maintenance for this intersection).

RECOMMENDATION

Staff recommends executing the contract with DEA in an amount not to exceed \$20,200 for CP 31-118.

EXPLANATION OF FISCAL/FTE IMPACTS

The 2025 Adopted Transportation Capital Improvement Program (CIP) includes \$418,449.14 in County State Aid Highway (CSAH) funds for engineering and right-of-way services related to CP 31-118, an intersection safety improvement project at 147th Street in Apple Valley.

An additional \$3,240,000 in CSAH funds is programmed in the draft 2026-2030 CIP, with construction planned for 2026. In accordance with County policy, this project is fully funded by the County, with no external funding sources. County staff will continue to manage project delivery.

CP 31-118

Funding Source	Total Budget	Available Budget
CSAH	\$3,577,997	\$3,276,718
Transportation Fund Balance	\$80,452	\$0
Total	\$3,658,449	\$3,276,718

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

RESOLUTION

WHEREAS, to provide a safe and efficient transportation system, Dakota County is partnering with the City of Apple Valley on County Project (CP) 31-118, which is a preliminary and final design project to develop plans and associated services for converting the intersection of County State Aid Highway (CSAH) 31 (Pilot Knob Road) and Upper 147th Street into a restricted three-quarter access intersection in the City of Apple Valley; and

WHEREAS, Dakota County is the lead agency for CP 31-118, with streetlight installation necessary to enhance the intersection safety for construction to begin in the spring of 2026; and

WHEREAS, the project includes three street lights at the CSAH 31 (Pilot Knob Road) and Upper 147th Street, CP 31-118; and

WHEREAS, Dakota Electric Association (DEA) has provided an estimate of \$20,200 for the installation of three street lights, CP 31-118; and

WHEREAS, the cost participation for the lighting associated with CP 31-118 will be in accordance with the adopted Cost Share Policy F.1 Cost Participation; and

WHEREAS, the street lighting power costs and maintenance responsibilities with the new system are consistent with the County's 2040 Transportation Plan adopted Cost Share Policy F.17, which

assigns the maintenance responsibility for the lighting to Dakota County; and

WHEREAS, County staff recommends executing a contract with DEA for installation of street lighting along CSAH 31 (Pilot Knob Road) and Upper 147th Street for CP 31-118.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director, or their designee to execute a contract with Dakota Electric Association in the amount not to exceed \$20,200 for installation of street lighting along County State Aid Highway 31 and Upper 147th Street, County Project 31-118, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Location Map

Attachment: DEA Quote - CP 31-118

BOARD GOALS

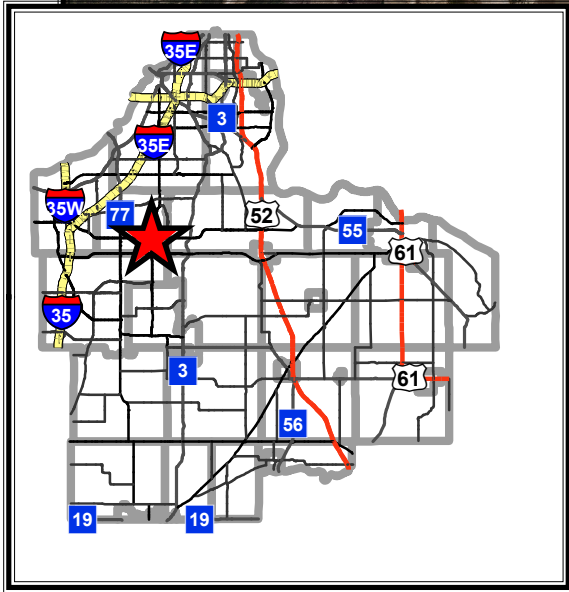
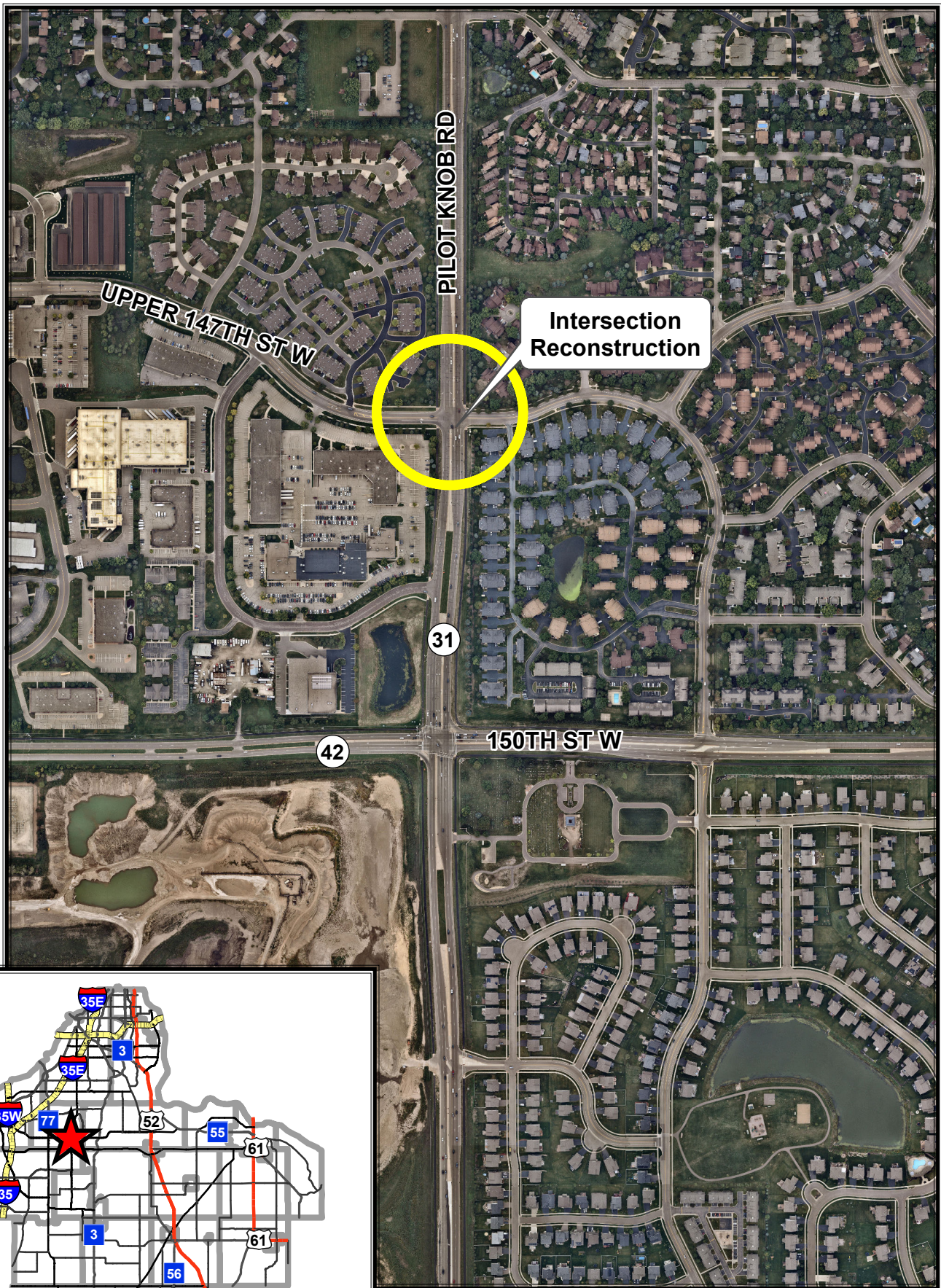
- ☐ Thriving People ☐ A Healthy Environment with Quality Natural Resources
☐ A Successful Place for Business and Jobs ☒ Excellence in Public Service

CONTACT

Department Head: Erin Laberee

Author: Saeed Kanwar

Prepared by Dakota County Physical Development Division



County Project 31-118 Intersection Reconstruction

October 28, 2025

Saeed Kanwar
Dakota County Transportation Department
14955 Galaxie Ave
Apple Valley, MN 55124

Re: Upper 147th st W & Pilot Knob Road (CSAH 31)

Saeed,

As you requested, Dakota Electric Association has put together the estimated costs to change out and relocate one streetlight and install two new streetlights at the intersection of Upper 147th St W & Pilot Knob Road (CSAH 31).

Dakota Electric Association estimates the cost to install the requested streetlights \$20,200.00 and is subject to change pending construction requirements.

| One – 30' Fiberglass pole with Cobra LED fixture
| Two - 35' Fiberglass poles with Cobra LED fixture
| Wire, Trench, Bore, and Labor

Please feel free to contact me with any questions or concerns.

Sincerely,

Kennon Petersen
Project Designer
Dakota Electric Association
4300 220th St. West
Farmington MN 55024
(651)463-6272
kpetersen@dakotaelectric.com



Board of Commissioners

Request for Board Action

Item Number: DC-5163

Agenda #: 11.1

Meeting Date: 1/6/2026

DEPARTMENT: Social Services-Children & Family Services

FILE TYPE: Regular Action

TITLE

Authorization To Apply To Minnesota Department Of Children, Youth, And Families Request For Proposals To Implement And Expand Family First Prevention Services, Accept Grant Funds, Execute Grant Agreement And Related Contracts, And Amend 2026 Social Services Budget

PURPOSE/ACTION REQUESTED

Authorize application to the Minnesota Department of Children, Youth, and Families (DCYF) request for proposals to implement and expand Family First Prevention Services Act (FFPSA) supports, and if awarded, authorize acceptance of grant funds, execution of grant agreement and related contracts, and amend the 2026 Social Services Budget.

SUMMARY

FFPSA gives counties, Tribal Nations, and community-based organizations in Minnesota the opportunity to use state funding to support prevention of child welfare system involvement and foster care within their communities.

DCYF is seeking proposals to implement or expand prevention services. A prevention service is defined as service provided to families intended to prevent child welfare involvement and/or avoid out-of-home placement of a child or children. The service must fit under one of the following three service categories, as defined by title IV-E Prevention Services Clearinghouse:

- Mental Health Prevention Programs and Services,
- Substance Use Prevention Services, and/or
- In-Home Parent Skill-Based Programs and Services.

Dakota County would propose to expand the Parent Support Outreach Program and offer the Kinship Navigator Program in community sites throughout Dakota County. The Parent Support Outreach Program is a voluntary prevention program that focuses on a family's strengths and needs so young children and their parents can thrive. The Kinship Navigator Program supports relatives and close family friends who are supporting children that aren't their own. Both programs are evidence-informed, lead to more equitable outcomes, provide early supports to keep kids safe and well with their families, are endorsed by families who have experience in our system, and have funding streams available beyond the grant term. Dakota County is exploring the opportunity to partner with local community organizations for this proposal.

The proposals for the FFPSA grant are due January 23, 2026 (Attachment: Request for Proposals). Dakota County will apply for a total of \$800,000 for the period of March 1, 2026 through June 30,

2028.

OUTCOMES

None.

RECOMMENDATION

Staff recommends authorization to apply for FFPSA funds from DCYF in the amount of \$800,000 for the period of March 1, 2026 through June 30, 2028, and if awarded, authorization to accept the grant funds in the amount awarded up to \$800,000, execute the grant agreement and related contracts, and amend the 2026 Social Services Budget.

EXPLANATION OF FISCAL/FTE IMPACTS

If the grant is awarded, an amendment to the 2026 Social Services Department budget in an amount up to \$800,000 will be completed.

- | | | |
|---|---|---|
| <input type="checkbox"/> None | <input type="checkbox"/> Current budget | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Amendment Requested | | <input type="checkbox"/> New FTE(s) requested |

RESOLUTION

WHEREAS, Family First Prevention Services Act (FFPSA) gives counties, Tribal Nations, and community-based organizations in Minnesota the opportunity to use state funding to support prevention of child welfare system involvement and foster care within their communities; and

WHEREAS, Minnesota Department of Children, Youth, and Families (DCYF) is seeking proposals to implement or expand prevention services; and

WHEREAS, a prevention service is defined as service provided to families intended to prevent child welfare involvement and/or avoid out-of-home placement of a child or children and the service must fit under one of the following three service categories, as defined by title IV-E Prevention Services Clearinghouse:

- Mental Health Prevention Programs and Services,
- Substance Use Prevention Services, and/or
- In-Home Parent Skill-Based Programs and Services

; and

WHEREAS, Dakota County would propose to expand the Parent Support Outreach Program and offer the Kinship Navigator Program in community sites throughout Dakota County; and

WHEREAS, the Parent Support Outreach Program is a voluntary prevention program that focuses on a family's strengths and needs so young children and their parents can thrive; and

WHEREAS, the Kinship Navigator Program supports relatives and close family friends who are supporting children that aren't their own; and

WHEREAS, both programs are evidence-informed, lead to more equitable outcomes, provide early supports to keep kids safe and well with their families, are endorsed by families who have experience in our system, and have funding streams available beyond the grant term; and

WHEREAS, Dakota County is exploring the opportunity to partner with local community organizations for this proposal; and

WHEREAS, the proposals for the FFPSA grant are due January 23, 2026, and Dakota County will apply for a total of \$800,000 for the period of March 1, 2026 through June 30, 2028.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to apply for the Family First Prevention Services Act (FFPSA) funds from the Minnesota Department of Children, Youth, and Families (DCYP) in the amount of \$800,000 for the period of March 1, 2026 through June 30, 2028; and

BE IT FURTHER RESOLVED, That, if awarded, The Dakota County Board of Commissioners hereby authorizes the Community Services Director to accept the funds in an amount up to \$800,000 for the period of March 1, 2026 through June 30, 2028, and execute the grant agreement and related contracts; and

BE IT FURTHER RESOLVED, That unless the grant program requirements change, the Community Services Director is hereby authorized to amend the grant to extend the grant term up to two years after initial expiration date, accept additional grant funds, and continue grant-funded full-time equivalents, consistent with County contracting policies, and inclusion of grant funds in future yearly Recommended and Approved Budgets, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, consistent with the amount budgeted, to alter the contracts amount and the contracts term up to one year after initial expiration date, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due; and

BE IT FURTHER RESOLVED, That, if awarded, the 2026 Social Services Budget is hereby amended as follows:

Expense	
Social Services Budget	<u>\$800,000</u>
Total Expense	\$800,000

Revenue	
DCYP FFPSA Grant	<u>\$800,000</u>
Total Revenue	\$800,000

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Request for Proposals

BOARD GOALS

- ☒ Thriving People ☐ A Healthy Environment with Quality Natural Resources
- ☐ A Successful Place for Business and Jobs ☐ Excellence in Public Service

CONTACTS

Department Head: Nikki Conway

Author: Jenny Douville



Minnesota Department of Children, Youth, and Families Child Safety and Permanency Division

Request for Proposals for a Grantee to implement and expand prevention services to prevent child welfare involvement and avoid out-of-home placement.

Date of Publication: November 18, 2025

Minnesota's Commitment to Diversity and Inclusion:

It is State of Minnesota policy to ensure equity, diversity and inclusion in making competitive grant awards. See Executive Order [19.01](#).

The Policy on Rating Criteria for Competitive Grant Review establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities. See [OGM Policy 08-02](#).

Americans with Disabilities Act (ADA) Statement:

This information is available in accessible formats for people with disabilities by calling 651-431-4945 or by using your preferred relay service. For other information on disability rights and protections, contact DHS's Americans with Disabilities Act (ADA) office at 651-431-4945.

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1. INTRODUCTION

1.1 Objective of RFP

The Minnesota Department of Children, Youth, and Families, through its Child Safety and Permanency Division (STATE), is seeking Proposals from qualified Responders to implement and expand prevention services, defined as services provided to families that are intended to prevent child welfare involvement and to avoid out-of-home placement. These services will support the goals of Minnesota's Family First Prevention Services Act (FFPSA) Five-year Prevention Plan which is aimed at preventing children from entering foster care.

The term of any resulting contract is anticipated to be for two years, from March 1, 2026 until June 30, 2028. STATE may extend the contract up to a total of five (5) years.

1.2 Proposal due date

Proposals must be submitted on January 23, 2026 by 4:00 p.m. Central Time. This Request for Proposal (RFP) does not obligate the STATE to award a contract or complete the project, and the STATE reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by Responder.

1.3 Background

The Family First Prevention Services Act (FFPSA), enacted in 2018 as part of Public Law Number 115—123, authorized new optional Title IV-E funding for time-limited prevention services for mental health, substance abuse, and in-home parent skill-based programs for (a) children or youth who are candidates for foster care, (b) pregnant or parenting youth in foster care, and (c) the parents or kin caregivers of those children and youth.

FFPSA aims to bring comprehensive changes and improvements to Title IV-E child welfare practice by supporting Title IV-E county and Tribal child welfare agencies in the use of evidence-based or evidence-informed and culturally relevant services to prevent children from entering foster care and strengthening families to ensure children can remain safely at home. The FFPSA federal prevention program allows states with an approved Title IV-E Prevention Plan to access federal funding and be reimbursed for a portion of the costs of providing services on the state's prevention plan to children who are (a) at imminent risk of entering foster care and (b) pregnant or parenting youth in foster care. Services must receive evidence rating that is approved by the Title IV-E Prevention Services Clearinghouse to receive Title IV-E reimbursement under FFPSA.

To participate in the federal prevention program FFPSA, the STATE developed the Minnesota FFPSA Five-Year Prevention Plan (state prevention plan) in partnership with state agencies, local agencies, community stakeholders, and individuals with lived experience. The state prevention plan was federally approved in January 2023 and is aimed at preventing children from entering foster care using evidence-based or culturally based practices or services (prevention services). The state prevention plan allows the state, counties, and Tribes with Tribal-State Title IV-E agreements the ability to receive federal reimbursement for the costs of providing prevention services to the FFPSA target population. To receive federal reimbursement, the state and participating local agencies must implement all of the FFPSA prevention plan components.

The current state FFPSA eligible target population (candidates) are defined as children who meet the following criteria:

Children with a screened-in allegations of maltreatment and an open in-home child protection workgroup with at least of one of the following six indicators of imminent risk of removal:

1. Previous out-of-home placement,
2. An identified need for child protective services at case closure of a child protection investigation or assessment,
3. An alleged victim in a previous maltreatment report that closed within the previous twelve (12) months,
4. Allegations involving caregiver substance abuse or other documented indicators of substance abuse,
5. Child behavioral or mental health concerns, or
6. Is a pregnant or parenting youth in foster care.
 - This population of pregnant or parenting youth in foster care is the only child population eligible under FFPSA that is currently in foster care. FFPSA services will support keeping the youth's child(ren) out of foster care and improve parenting capacity of youth.

Parents as Teachers (PAT) and Motivational Interviewing (MI) are the two evidence-based practices currently on the state prevention plan.

For an overview of FFPSA in Minnesota, see [MN FFPSA Prevention Services Overview](#). To view the state prevention plan, see "Minnesota's Family First Prevention Services Act Title IV-E Five-year Prevention Plan, September 2022" under "Bulletins and Publications" on the [PartnerLink webpage](#). There is ongoing service exploration to potentially add other services to the five-year prevention plan, as well as exploration of candidacy expansion.

This RFP will support expanding or implementing any prevention service to build upon and expand existing services or programs that serve both FFPSA candidates but may serve populations before they enter the child welfare system. Programs and services must focus on children who are not in out of home placement. Responders may submit one proposal for one of the following two grant categories:

1. **Expansion** of a current prevention service, or
2. **Planning** to develop local infrastructure to implement a new prevention service.

To see full definitions of terms in this section see attached Appendix B, Syllabus.

1.4 Funding Availability

Family First Prevention Services Act support and development grant program was established in 2024 by [Minnesota Statutes, section 142A.45](#). This funding is meant to support prevention and early intervention services in order to implement and build upon Minnesota's FFPSA Title IV-E prevention services plan. This funding will be used to support this RFP.

STATE anticipates awarding up to 10 contracts from this RFP, up to \$800,000 each. The total amount for all grants will not exceed \$8,000,000.

1. **Expansion grant:** STATE anticipates awarding up to five expansion grant contracts totaling up to \$4,000,000 over the two-year contract period. Successful Responders may receive up to \$400,000 per year for the two-year contract period.
2. **Planning grant:** STATE anticipates awarding up to five planning grant contracts totaling up to \$4,000,000 for the two-year contract period. Successful Responders may receive up to \$400,000 per year for the two-year contract period.

Funding will be allocated through a competitive process with review by a committee representing content and, if applicable, community specialists with regional knowledge. If selected, Responder may only incur eligible expenditures when the contract is fully executed, and the grant has reached its effective date.

2. SCOPE OF WORK

2.1 Overview

This RFP provides background information and describes the services desired by STATE. It describes the requirements for this procurement and specifies the contractual conditions required by the STATE. Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

This RFP will support prevention services to prevent child welfare involvement and out-of-home placement, with the possibility of adding prevention services to Minnesota's Family First Prevention Services Act (FFPSA) Five-year Prevention Plan.

A prevention service is considered any service that a community-based organization, county, or Tribe provides to families that prevents child welfare involvement or out-of-home placement. This service can include those on the FFPSA federal clearinghouse ([Title IV-E Prevention Services Clearinghouse Handbook of Standards and Procedures, Version 2.0](#)) or may be any culturally-based, evidence-based, or evidence-informed service. The services do not need to be on the FFPSA federal clearinghouse, but they must be culturally specific or fit under one of the three service categories as defined by Title IV-E Prevention Services Clearinghouse: mental health, substance use, or in-home parent skill-based. The service may fit under more than one of the three service categories:

- Mental health prevention programs and services include those that aim to reduce or eliminate behavioral and emotional disorders or risk for such disorders. Included programs and services may target any mental health issue.
- Substance use prevention services include those that have an explicit focus on the prevention, reduction, treatment, remediation, recovery from, or elimination of substance use or misuse. Included programs and services can target any specific type of substance, multiple substances, or aim to address substance use or misuse in general.

- In-home parent skill-based programs and services include those that are psychological, educational, or behavioral interventions or treatments that involve direct intervention with a parent or caregiver and target parenting skills or other skills that can be applied where the child resides, including in the home.

Under FFPSA, Tribes with Title IV-E agreements are allowed to adapt evidence-based or evidence-informed programs to better align with their cultural values and traditions. This can involve modifying the service delivery model or the content of the program. These services do not have to be included on the Title IV-E Prevention Services Clearinghouse ([ACYF-CB-PI-24-11](#)).

Responders may be from a local child welfare agency or an agency or organization that is currently providing any prevention service, or is planning to provide any prevention service, to serve the child welfare population. This can include the state FFPSA target population (prevention services candidates) or any family in need of services that prevent child welfare involvement.

The target population of this RFP is children and families involved in child welfare or who have risk factors of being involved with child welfare, including, but not limited to, the FFPSA Title IV-E prevention candidate target population. To be considered eligible under FFPSA, a child must meet the criteria of a prevention services candidate as defined in the state prevention plan. Determination must be completed by a county or Initiative Tribal child welfare agency with a Title IV-E agreement with the state. Children and their caregivers who are eligible may receive services under FFPSA for up to 12 months. If services are needed beyond 12 months, the county or Tribal child welfare agency with a Title IV-E agreement must redetermine eligibility. Only county child welfare agencies and Tribes with Title IV-E agreements are eligible for Title IV-E reimbursement.

2.2 Tasks and Deliverables

Responders must follow the guidelines for the grant category (expansion or planning) applicable to their proposal.

Option 1: Expansion: Successful Responders for the expansion grant must:

- **Expand a prevention service Responder currently provides.**
- **Establish or strengthen a partnership between Responder and the county or Tribal child welfare agency, as applicable:** If Responder is a community-based organization, Responder must demonstrate a committed partnership with the appropriate county or Tribal child welfare agency. Responders must demonstrate this partnership with an initial letter of commitment (included with the Proposal submission) and documentation, such as Memoranda of Understanding (MOUs) or Memoranda of Agreement (MOAs), showing implementation or expansion of prevention services. County and Tribal child welfare agency Responders do not need to submit a letter of commitment.
- **Provide prevention service to the target population:** Responders must demonstrate how they will target the child welfare population, including but not limited to the state FFPSA prevention services candidate population, and how they connect families to services, when appropriate (e.g., referral process, MOUs/MOAs).

- **Engage in funding coordination:** Responders must plan and develop a sustainable infrastructure that will potentially allow for partnering agencies to eventually leverage federal FFPSA funding. Funding coordination may allow partnering agencies to continue to serve families in child welfare beyond the grant period.
- **Demonstrate measures and indicators of progress:** Successful Responders that use the grant to increase provider capacity must show an annual increase in the number of families served from child welfare or at risk of child welfare involvement, including but not limited to the FFPSA target population. The following data must be submitted to the best of the Responder's ability. If data is not available for the entire requested time frame, please specify the timeframe to which the data applies. If specific individual child and family data is not readily available and/or state data is not readily available, use an approximate number. See Table 1 for an example of data tracking.
 - **Minimal data reporting timeline:**
 - Base level population data – one year before funding start
 - Annual population data (Year 1) – total served in the year after the funding start date
 - Annual population data (Year 2) – total served in the two years after the funding start date
 - End of funding period – total served at the end of the funding period.
 - **Population data to measure children and families served by prevention services for all timelines:**
 - Total number of children served
 - Total number of families referred from child welfare or child protection.

Table 1: Example of data table for measures and indicators of progress:

Description of population measures	Total served (Base-level)	Total Served 1-6 months (YR 1)	Total served 6-12 months (YR 1)	Total served 12-18 months (YR 2)	Total served 18-24 months (YR 2)	Total served during funding period (YR 1-end of funding period)
# of children referred from child welfare (CW) and/or child protection (CP)						
# families referred from CW or CP						

Option 2: Planning: Successful Responders for the planning grant must:

- **Implement a chosen prevention service:** Demonstrate that they are planning to implement a prevention service.

- **Establish or strengthen a partnership between the community-based agency and county or Tribal child welfare agency:** If Responder is a community-based organization, Responder must demonstrate a committed partnership with the appropriate county or Tribal child welfare agency. Responders must demonstrate this partnership with an initial letter of commitment (included with the Proposal submission) and documentation, such as Memoranda of Understanding (MOUs) or Memoranda of Agreement (MOAs), showing implementation or expansion of prevention services. County and Tribal child welfare agency Responders do not need to submit a letter of commitment.
- **Provide a prevention service to the target population:** Responders must demonstrate how they will target the child welfare population and connect families to services when appropriate (i.e., referral process, MOUs/MOAs).
- **Engage in funding coordination:** Responders must plan and develop a sustainable infrastructure that will allow for partnering agencies to potentially leverage federal FFPSA funding. Funding coordination may allow partnering agencies to continue to serve families in child welfare beyond the grant period.
- **IF APPLICABLE: Demonstrate measures and indicators of progress:** When they begin to serve families during the funding period, Successful Responders must submit the same data measures and follow the same guidance outlined above for Option 1: Expansion (see Table 1 and accompanying text). The Responder must adjust the timeline for data tracking based on when they begin to serve the target population.

2.3 Collaboration

Responders may be expected to work with the local child welfare agency to coordinate services to serve families involved in child welfare including the FFPSA target population. Successful Responders will support initial implementation needs for agencies to build capacity and establish or build infrastructure and partnerships. This could eventually allow FFPSA federal funding to be leveraged to ensure that families involved in child welfare can continue to receive the prevention service beyond the grant period. The varying needs of different communities are recognized and proposals to reflect those needs are encouraged.

3. PROPOSAL REQUIREMENTS

Proposals must conform to all instructions, conditions, and requirements included in this RFP.

Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal is at the Responder's risk and may, at the discretion of the STATE, result in disqualification of the Proposal for nonresponsiveness. Acceptable Proposals must offer all services identified in Section 2, "Scope of Work," agree to the contract conditions specified throughout the RFP, and include all of the items referenced in the Required Statements and Applicable Forms sections. Responder must also agree to the terms and conditions in the attached sample contract unless specifically making an exception pursuant to Required Statement "Exception to Sample Contract and RFP Terms."

3.1 Proposal Contents

Responses to this RFP must consist of all of the following components. Each of these components must be separate from the others and identified with labeled tabs.

Proposal Components	RFP Section
1. Table of Contents	3.2(1)
2. Executive Summary	3.2(2)
3. Description of the Applicant Organization	3.2(3)
4. Description of Target Population	3.2(4)
5. Project Goals and Objectives	3.2(5)
6. Project Activities and Work Plan	3.2(6)
7. Evaluation Plan	3.2(7)
8. Budget Proposal	3.2(8)
9. Professional Responsibility and Data Privacy	3.2(9)
10. Required Statements and Forms	3.3

3.2 Detail of Proposal Components

The following will be considered minimum requirements of the Proposal. The emphasis should be on completeness and clarity of content.

- 1. Table of Contents:** List each section and the accompanying page number.
- 2. Executive Summary:** This component of the Proposal should demonstrate the Responder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work. The Executive Summary should also show the Responder's overall design of the project in response to achieving the deliverables as defined in this RFP. Specifically, the Executive Summary should demonstrate the Responder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.
- 3. Description of the Applicant Organization:** This section must include information on:
 - The programs and activities of the organization,
 - The number of people served,
 - Geographic area served, and
 - Staff experience, and/or programmatic accomplishments.

You should include reasons why your organization is capable of effectively delivering the services outlined in the RFP. Include a brief history of the organization and all strengths that are considered an asset to the program. You should demonstrate the length, depth, and applicability of all prior experience in providing the requested services, the skill and experience of lead staff, and designate a project manager with experience in planning and providing the proposed services.

As a component of its response, Responder may explain how its staff and leadership are reflective of the community, culturally competent, and responsive to the population(s) being

served (see next section). Identify the plan, including that related to staff recruitment and retention, for improving community ties, rapport, and engagement.

- 4. Description of Target Population:** It is the policy of the State of Minnesota to ensure fairness, precision, equity and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making. [Policy 08-02](#) establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities.

This grant will serve:

- Children and their families that are currently involved in child welfare or at risk of involvement in child welfare. These families may meet the current FFPSA eligibility criteria which includes children with an in-home open child protection case or are pregnant or parenting youth in foster care but is not limited to these families.
- Children and their families with a priority of serving the child population who is disproportionately experiencing child welfare or child protection which include: children and their families who identify as American Indian/Alaskan Native, African American/Black, and 2+ races.

Grant outcomes will include:

- Use of prevention services to prevent out of home placement and child welfare involvement;
- Established or strengthened partnerships between the community-based organization and county or Tribal child welfare agency when applicable;

Describe the level of need for services in the community and what group or groups of individuals will be targeted for services by the Responder's program. Describe how Responder's program will serve diverse populations, and especially populations experiencing inequities and/or disparities in this area. Be sure to address any underserved populations specifically identified in this RFP. Discuss whether the program and activities will have a local, regional or statewide impact, and whether they will serve low- and moderate-income individuals and families. Describe the services provided and outreach methods that will be used to effectively reach the target population. Include a description of referral systems, staff experience, and other methodologies to reach the target population. Discuss how the programs and activities will positively impact the target population; Responder may provide examples, performance measures, and desired outcomes.

- 5. Project Goals and Objectives:** This section should clearly define and discuss the goals and objectives of the project. Propose and describe specific milestones and outcomes that will be used to demonstrate the program's effectiveness.
- 6. Project Activities and Work Plan:** All Proposals submitted under this RFP must address, in sufficient detail, how the Responder will fulfill the expected outcomes and features set forth above. Simply repeating the outcomes and features and asserting that they will be performed is not an acceptable response. This section should detail how the project will be carried out in an

effective and efficient manner, including who will be involved, what resources are required, target dates for project activities and the timeframe for completion. Provide a description of the program design you propose to implement. See attached template Work Plan in Appendix D.

- 7. Evaluation Plan:** The STATE is committed to funding services that produce a measurable result for the people of Minnesota. A successful Responder must develop indicators of the success and effectiveness of the program and be able to measure and evaluate them to determine outcomes. This section should describe the methods and criteria that will be used to measure whether the project goals and objectives have been achieved.
- 8. Budget Proposal:** This section should specify the grant amount requested and detail all expenses for the proposed project. Describe and explain the proposed use of the grant funds and any applicable matching funds. Identify supporting services, associated costs and which components are essential to delivering minimum quality services. Include a budget narrative for the applicant and each subcontracting entity. The explanation should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable, must correspond to the proposed program activities, and must specify how the amounts for each budget item were determined.

Responders are encouraged to apply for only the amount needed for their proposed programs. The total available funds will not necessarily be divided equally, nor will selected applicants be guaranteed the entire amount requested. Budget proposals will be judged on efficient use of funds (that is, funds are being spent on direct services versus administrative costs, as detailed in their budget proposal) and overall cost-effectiveness. Submit the Budget proposal using the attached template Budget in Appendix C.

9. Professional Responsibility and Data Privacy:

i. Professional Responsibility: It is crucial that STATE locate reliable grantees to serve our clients. Therefore, Responders must be professionally responsible and include satisfactory information regarding their professional responsibility in their Proposals. Per [Minnesota Office of Grant Management \(OGM\) Policies](#) 08-02 and 08-13, Responder's past performance as a grantee of STATE will be considered when evaluating a grant application.

Professional responsibility information includes information concerning any complaints filed with or by professional, state and/or federal licensing/regulatory organizations within the past six years against your organization or employees relating to the provision of services. If such complaints exist, please include the date of the complaint(s), the nature of the complaint(s), and the resolution/status of the complaint(s), including any disciplinary actions taken.

All Proposals must also include information about litigation, pending and/or resolved within the past two years, that relates to the provision of services by your organization and/or its employees. If such litigation exists, please include the date of the lawsuit, nature of the lawsuit, the dollar amount being requested as damages, and if resolved, nature of the resolution (e.g., settled, dismissed, withdrawn by plaintiff, verdict for plaintiff with amount of damages awarded, verdict for Responder, etc.).

Responder may submit information which demonstrates recognition of their professional responsibility, including references and/or letters of recommendation. This may also include awards, certifications, and/or professional memberships.

The information collected from these inquiries will be used in STATE's determination of the award of the contract. It may be shared with other persons within the Minnesota Department of Human Services who may be involved in the decision-making process and/or with other persons as authorized by law. You are not required to provide any of the above information. However, if you choose not to provide the requested information, your organization's Proposal may be found nonresponsive and given no further consideration. The STATE reserves the right to request any additional information to assure itself of a Responder's professional status.

ii. Data Privacy: If your organization or any proposed subcontractor has, in the past five years, suffered any breach or loss of personal, financial or other data considered private or confidential, please provide a description of such breaches, and provide details on what steps were taken to address the issue both in the short term and the long term to prevent such a breach/loss from happening again.

3.3 Required Statements and Forms

Complete the correlating forms found in [eDocs](#)¹ (search for the form numbers referenced below at the [eDocs](#) link, or paste the form file path name found in the footnotes below to your browser) and submit the completed forms in the "Required Statements and Forms" section of your Proposal. You must use the current forms found in [eDocs](#). Failure to submit a Required Statement or to use the most current forms found in [eDocs](#) is at the Responder's risk and may, at the discretion of STATE, result in disqualification of the Proposal for nonresponsiveness.

a. Responder Information and Declarations (DHS-7020-ENG)²: Complete the "Responder Information and Declarations" form available at the above link and submit it with the Proposal. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form. Responder may fail the Required Statements Review in the event that Responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, STATE reserves the right to fail a Responder in the event the Responder does not make a necessary disclosure in the Responder Information and Declarations or makes a disclosure which evidences a conflict of interest.

b. Exceptions to Sample Contract and RFP Terms (DHS-7019-ENG)³: The contents of this RFP and the Proposal(s) of the successful Responder(s) may become part of the final contract if a contract is awarded. A Responder who objects to any condition of this RFP or STATE's sample contract terms and conditions (attached as **Appendix A**) must note the objection(s) on the "Exceptions to Sample Contract and RFP Terms and Conditions" form available at the above link and

¹ <http://mn.gov/dhs/general-public/publications-forms-resources/edocs/index.jsp>

² <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7020-ENG>

³ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7019-ENG>

submit it with its Proposal. Much of the language reflected in the sample contract is required by statute. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Responders are cautioned that claiming either of the following may result in its Proposal being considered nonresponsive and receiving no further consideration:

1. Exceptions to the terms of the standard STATE contract that give the Responder a material advantage over other Responders;
2. Exceptions to all or substantially all boilerplate contract provisions.

c. Disclosure of Funding Form (DHS-7018-ENG)⁴:

(Applies if federal money will be used or may potentially be used to pay for all or part of the work under the contract). In order to comply with federal law, Responder is required to fill out the “Disclosure of Funding” form available at the above link and submit it with its Proposal. The form requires a Responder to provide its Unique Entity Identifier (UEI) to uniquely identify business entities. If a Responder does not already have a UEI, it may be obtained from [SAM.gov](https://sam.gov).

d. Documentation to Establish Financial Stability (DHS-7896-ENG)⁵:

Minnesota Statutes, section 16B.981/[Laws of Minnesota 2023, chapter 62](#), article 7, section 11 requires that a pre-award risk assessment is conducted for grant awards of \$50,000 or more.

All grantees as defined in Minnesota Statutes, section 16B.981, subdivision 1(c) applying for grants in the state of Minnesota must undergo a financial and capacity review prior to a grant award of \$50,000 and higher.

The information collected under this section will be used in STATE’s determination of the award of the contract. Responder must complete the “Documentation to Establish Financial Stability” form and submit the form with its Proposal. STATE will request the applicable documentation upon its determination that Responder is a finalist in the solicitation process.

4. RFP PROCESS

4.1 Responders’ Conference

A Responders’ Conference will be held on December 17, 2025, at 1:30 pm Central Time. The conference will serve as an opportunity for Responders to ask specific questions of STATE staff concerning the project. Attendance at the Responders’ Conference is not mandatory but is recommended. Responders may attend via conference call. To register click here:

<https://events.gcc.teams.microsoft.com/event/beee6f22-fb38-4f92-87de-48553934abd0@eb14b046-24c4-4519-8f26-b89c2159828c>

⁴ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7018-ENG>

⁵ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7896-ENG>

. Oral answers given at the conference will be non-binding. Written responses to questions asked at the conference will be sent to all identified prospective Responders after the conference.

4.2 Responders' Questions

Responders' questions regarding this RFP must be submitted on December 30, 2025 in writing prior to 4:00 p.m. Central Time. All questions must be addressed to: Miquela Hernandez, Miquela.hernandez@state.mn.us

Prevention Services RFP question--Attention: Miquela Hernandez
Miquela.hernandez@state.mn.us

Other personnel are NOT authorized to discuss this RFP with Responders before the Proposal submission deadline. **Contact regarding this RFP with any STATE personnel not listed above could result in disqualification.** STATE will not be held responsible for oral responses to Responders.

Questions will be addressed in writing and distributed to all identified prospective Responders. Every attempt will be made to provide answers timely, within five days of the question or no later than December 30, 2025 by 4:00 p.m. Central Time.

4.3 Proposal Submission

The Proposal must be submitted electronically on January 23, 2026 by 4:00 p.m. Central Time to be considered. Late Proposals will not be considered and will not be opened. Faxed Proposals will not be accepted.

Clearly label the original "Proposal – Prevention Services" The main body of the Proposal pages must be numbered and submitted in 12-point font on 8 ½ X 11-inch paper, single spaced. The size and/or style of graphics, tabs, attachments, margin notes/highlights, etc. are not restricted by this RFP and their use and style are at the Responder's discretion.

The RFP must be emailed to:

Prevention Services Proposal--Attention: Miquela Hernandez
Miquela.hernandez@state.mn.us

It is solely the responsibility of each Responder to assure that its Proposal is delivered electronically, in the specific format, and prior to the deadline for submission. **Failure to abide by these instructions for submitting Proposals may result in the disqualification of any non-complying Proposal.**

5. PROPOSAL EVALUATION AND SELECTION

5.1 Overview of Evaluation Methodology

1. All responsive Proposals received by the deadline will be evaluated by STATE. Proposals will be evaluated on "best value" as specified below. The evaluation will be conducted in three phases:

- a. *Phase I* Required Statements Review
- b. *Phase II* Evaluation of Proposal Requirements

c. *Phase III* Selection of the Successful Responder(s)

2. During the evaluation process, all information concerning the Proposals submitted, except for the name of the Responder(s), will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.

3. Nonselection of any Proposals will mean that either another Proposal(s) was determined to be more advantageous to STATE or that STATE exercised the right to reject any or all Proposals. At its discretion, STATE may perform an appropriate cost and pricing analysis of a Responder's Proposal, including an audit of the reasonableness of any Proposal.

5.2 Evaluation Team

1. An evaluation team will be selected to evaluate Responder Proposals.

2. STATE and professional staff, other than the evaluation team, may also assist in the evaluation process. This assistance could include, but is not limited to, the initial mandatory requirements review, contacting of references, or answering technical questions from evaluators.

3. STATE reserves the right to alter the composition of the evaluation team and their specific responsibilities.

5.3 Evaluation Phases

At any time during the evaluation phases, STATE may, at STATE's discretion, contact Responders to (1) provide clarification of their Proposal, (2) have each Responder provide an oral presentation of their Proposal, or (3) obtain the opportunity to interview the proposed key personnel. Reference checks may also be made at this time. However, there is no guarantee that STATE will look for information or clarification outside of the submitted written Proposal. Therefore, it is important that the Responder ensure that all sections of the Proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

1. *Phase I:* Required Statements and Forms Review

The Required Statements will be evaluated on a pass or fail basis. Responders must "pass" each of the requirements identified in section 3.3 to move to Phase II.

2. *Phase II:* Evaluation of Technical Requirements of Proposals

- a. Points have been assigned as follows to each of the component areas described in Section 3.2 of this RFP:

Proposal Components	Possible Points
1. Executive Summary	5
2. Description of the Applicant Organization	10
3. Description of Target Population	25
4. Project goals and objectives	20
5. Project Activities and Implementation Plan	10
6. Evaluation plan	10
7. Budget proposal	10
8. Professional Responsibility and Data Privacy	5
Total:	95 points

- b. The evaluation team will review the components of each responsive Proposal submitted. Each component will be evaluated on the Responder's understanding and the quality and completeness of the Responder's approach and solution to the problems or issues presented.
- 3. Phase III: Selection of the Successful Responder(s)**
- a. Only the Proposals found to be responsive under Phases I and II will be considered in Phase III.
 - b. The evaluation team will review the scoring in making its recommendations of the successful Responder(s).
 - c. STATE may submit a list of detailed comments, questions, and concerns to one or more Responders after the initial evaluation. STATE may require said response to be written, oral, or both. STATE will only use written responses for evaluation purposes. The total scores for those Responders selected to submit additional information may be revised as a result of the new information.
 - d. The evaluation team will make its recommendation based on the above-described evaluation process. The successful Responder(s), if any, will be selected approximately four weeks after the Proposal submission due date.

5.4 Contract Negotiations and Unsuccessful Responder Notice

If a Responder(s) is selected, STATE will notify the successful Responder(s) in writing of their selection and STATE's desire to enter into contract negotiations. Until STATE successfully completes negotiations with the selected Responder(s), all submitted Proposals remain eligible for selection by STATE. Data created or maintained by the STATE as part of the evaluation process (except trade secret data as defined and classified in Minn. Stat. § 13.37) will be public data when contract negotiations have been successfully completed. If the STATE determines that it is unlikely that a Responder will be selected for contract negotiations, the STATE may, as a courtesy, notify the Responder that it has not been selected for contract negotiations.

In the event contract negotiations are unsuccessful with the selected Responder(s), the evaluation team may proceed with the next highest scorer.

After STATE and chosen Responder(s) have successfully negotiated a contract, STATE will notify the unsuccessful Responders in writing that their Proposals have not been accepted. All public information within Proposals will then be available for Responders to review, upon request.

6. REQUIRED CONTRACT TERMS AND CONDITIONS

A. Requirements. All Responders must be willing to comply with all state and federal legal requirements regarding the performance of the grant contract. **The full requirements are set forth throughout this RFP and are contained in the attached sample grant contract in the Appendix. The attached sample grant contract should be reviewed for the terms and conditions that will likely govern any resulting contract from this RFP.** Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

B. Governing Law/Venue. This RFP and any subsequent contract must be governed by the laws of State of Minnesota. Any and all legal proceedings arising from this RFP or any resulting contract in which STATE is made a party must be brought in the State of Minnesota, District Court of Ramsey County. The venue of any federal action or proceeding arising here from in which STATE is a party must be the United States District Court for the State of Minnesota in Ramsey County.

C. Grants management policies. All awarded Responders must comply with required [Grants Management Policies and procedures](#) as specified in Minnesota Statutes, section 16B.97, subdivision 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

D. Preparation Costs. STATE is not liable for any cost incurred by Responders in the preparation and production of a Proposal. Any work performed prior to the issuance of a fully executed grant contract will be done only to the extent the Responder voluntarily assumes risk of non-payment.

E. Contingency Fees Prohibited. Pursuant to Minnesota Statutes, section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

F. Accessibility Standards. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#),⁶ as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the State of Minnesota Accessibility Standard. (The relevant requirements are contained under the “Standards” tab at the link

⁶ <https://mn.gov/mnit/about-mnit/accessibility/>

above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

G. Contract Evaluation. Pursuant to [Minnesota Office of Grant Management \(OGM\)](#) Policy 08-13, STATE must evaluate and document all grantees' performance under grant contracts. For all grant contracts over \$25,000, STATE's evaluation report will be publicly available online without exception.

7. STATE'S AUTHORITY

1. STATE may:
 - A. Reject any and all Proposals received in response to this RFP;
 - B. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;
 - C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
 - D. Select for contract or for negotiations a Proposal which best represents "best value" as defined in Minnesota Statutes, section 16C.02, subdivision 4 and in this RFP document;
 - E. Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by STATE, and the modifications make the terms of the Proposal more favorable to STATE, and accept such Proposal as modified;
 - F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
 - G. Negotiate as to any aspect of the Proposal with any Responder and negotiate with more than one Responder at the same time, including asking for Responders' "Best and Final" offers;
 - H. Extend the grant contract, in increments determined by STATE, not to exceed a total contract term of five years;
 - I. Cancel the RFP at any time and for any reason with no cost or penalty to STATE; and
 - J. STATE will not be liable for any errors in the RFP or other responses related to the RFP.
2. The award decisions of STATE are final and not subject to appeal.
3. If federal funds are used in funding a contract that results from this RFP, in accord with 45 C.F.R. § 92.34, for Works and Documents created and paid for under the contract, the U.S. Department of Health and Human Services will have a royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents created and paid for under a resulting contract for federal government purposes.



Board of Commissioners

Request for Board Action

Item Number: DC-5150

Agenda #: 12.1

Meeting Date: 1/6/2026

DEPARTMENT: Transportation

FILE TYPE: Regular Action

TITLE

Authorization To Execute Contract With Collins Electrical Construction Co. For Temporary Signal Construction At County State Aid Highway 46 And Trunk Highway 52 And Execute Cooperative Agreement 1061519 With Minnesota Department Of Transportation, County Project 46-67

PURPOSE/ACTION REQUESTED

Award bid and authorize execution of a contract with Collins Electrical Construction Co. for County Project (CP) 46-67 in the City of Coates and execute Agreement No. 1061519 with Minnesota Department of Transportation (MnDOT) to complete the work.

SUMMARY

To promote a safe and efficient transportation system, Dakota County and MnDOT are partnering on CP 46-67. County Project 46-67 will install temporary traffic signals at County State Aid Highway (CSAH) 46 and the Trunk Highway (TH) 52 West and East ramps (Attachment: Location Map). The temporary traffic signals will include corresponding flashing yellow arrow indications, lighting, and other associated improvements at the intersections.

The County is the lead agency for the project, with construction anticipated to begin in early 2026. The temporary signals are anticipated to be in effect until 2029 or until the construction of roundabouts at the interchange intersections occur.

The County issued the project advertisement, and six responsive bids were received and tabulated for CP 46-67 on Thursday, December 18, 2025.

<u>Bidder</u>	<u>Total Amount</u>
Collins Electrical Construction Co.	\$281,875.27
Killmer Electric Co., Inc.	\$308,975.00
Premier Electrical Corporation	\$322,282.00
Egan Company	\$327,306.00
Archkey Parsons Electric	\$328,375.18
Hunt Electric	\$492,719.00

The engineer's estimate for CP 46-67 is \$515,874. Staff reviewed the bids, and the lowest responsible bid is \$281,875.27 from Collins Electrical Construction Co., which is well below the

engineer's estimate. Staff has reviewed the bids and determined that the bids are competitive.

County and MnDOT have created Agreement No. 1061519, which determines the cost shares for the project construction costs. From Agreement No. 1061519, the County will be responsible for the full cost share of the signal installations.

RECOMMENDATION

Staff recommends awarding the bid to Collins Electrical Construction Co. and executing Agreement No. 1061519 with MnDOT.

EXPLANATION OF FISCAL/FTE IMPACTS

The County's project budget for CP 46-67 is \$701,650 and is funded with County State Aid Highway (CSAH) and Transportation Fund Balance as part of the Transportation Capital Improvement Program.

CP 46-67

Funding Source	Total Budget	Available Budget
CSAH	\$593,150	\$593,150
Transportation Fund Balance	\$108,500	\$43,543
Total	\$701,650	\$636,693

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

RESOLUTION

WHEREAS, to promote a safe and efficient transportation system, Dakota County and the Minnesota Department of Transportation are partnering on County Project (CP) 46-67; and

WHEREAS, the project will occur at County State Aid Highway (CSAH) 46 and interchange intersections of Trunk Highway (TH) 52; and

WHEREAS, CP 46-67 will install temporary traffic signals and corresponding flashing yellow arrow indications, lighting, and other associated improvements at the intersections of CSAH 46 and TH 52; and

WHEREAS, the temporary signals are anticipated to be in effect until 2029 or the completion of construction of the roundabouts at the interchange intersections; and

WHEREAS, the project was advertised, and six bids were received and tabulated on Thursday, December 18, 2025; and

WHEREAS, the bid from Collins Electrical Construction Co. in the amount of \$281,875.27, was the lowest responsible bid received; and

WHEREAS, staff recommends awarding the bid to Collins Electrical Construction Co.; and

WHEREAS, the County is the lead agency, and construction will occur in early 2026; and

WHEREAS, Agreement No. 1061519 determines the responsibilities of each relevant party and their corresponding costs for this project; and

WHEREAS, under Agreement No. 1061519, Dakota County will be responsible for the full project costs.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute a contract with Collins Electrical Construction Co. for County Project 46-67 and authorizes the Physical Development Director to execute Agreement No. 1061519 with the Minnesota Department of Transportation, subject to approval by the County Attorney's Office as to form.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Project Location

Attachment: Presentation Slides

BOARD GOALS

- | | |
|--|---|
| <input type="checkbox"/> Thriving People | <input type="checkbox"/> A Healthy Environment with Quality Natural Resources |
| <input checked="" type="checkbox"/> A Successful Place for Business and Jobs | <input type="checkbox"/> Excellence in Public Service |

CONTACT

Department Head: Erin Laberee

Author: Tyler Krage





**Authorization To Execute Contracts With Collins
Co. For Temp Signals At CSAH 46/TH 52 Ramps
And MnDOT Agreement 1061519 For County
Project 46-67**

Dakota County Board Meeting
January 6, 2026
Tyler Krage, County Traffic Engineer

Summary



Dakota County Transportation has been mitigating crash impacts at some of the County's most safety critical intersections.

Four of these intersections will get mitigations constructed through RBA's from this meeting.

Top 10 Ranked CRI & Severity Intersections



Intersection	City	CRI	Mitigation/Evaluation	Intersection	Severity Metric	City	Mitigation/Evaluation
CSAH 50 and CSAH 60	Lakeville	6.73	Roundabout Crash Study with Restriping (2025)	CSAH 78 and TH 3	4.79	Castle Rock	Roundabout Installation (MnDOT led) (2029 or earlier)
CSAH 46 and CSAH 85	Vermillion/Nininger	4.75	Roundabout Installed (2024)	CSAH 86 and TH 3	4.20	Castle Rock/Waterford	Roundabout Installation (2026)
CSAH 33 and December Trail	Rosemount / Apple Valley	3.69	Sightline and Speed Evaluation (Current) – Initially thought to be construction detour-related	CSAH 47 and CR 78	1.80	Hampton	Skewed Intersection Improvement Installed (2022)
CSAH 50 and Hamburg Avenue	Lakeville	3.59	Roundabout Installation (2025)	CSAH 86 and TH 56	1.75	Hampton/Randolph	Roundabout Installation (MnDOT Intersection) (2026)
CSAH 42 and Biscayne Avenue	Rosemount	3.57	Temporary Closures (2025) and Sign Installation (2027)	CSAH 54 and CSAH 68	1.40	Ravena	Roundabout Installation (2028)
CSAH 8 and Livingston Avenue	West St Paul	3.22	Sightline and Speed Evaluation (Current) – Initially thought to be construction-related	CSAH 50 and 3rd Street	1.37	Farmington	Signalized Pedestrian Improvements (2025)
CSAH 46 and TH 52 E Ramp	Coates	3.19	Temp Signal Installation (2026) and Roundabout Installation (2028)	CSAH 47 and CSAH 86	1.33	Castle Rock/Sciota	Signage Updated (2021) and Intersection Improvements (2027)
CSAH 86 and TH 3	Castle Rock / Waterford	2.94	Roundabout Installation (2026)	CSAH 31 and 179th Street	1.29	Lakeville	Signal Timing Changes Implemented (2024)
CSAH 78 and TH 3	Castle Rock	2.87	Roundabout Installation (MnDOT led) (2029 or earlier)	CSAH 46 and CSAH 85	1.13	Vermillion/Nininger	Roundabout Installed (2024)
CSAH 31 and Upper 147th Street	Apple Valley	2.85	Three-quarter Access Intersection Conversion (2026)	CSAH 32 and Blackhawk	1.00	Eagan	Signal Timing / FYA evaluation (2025)
CR 6 and CSAH 73	West St Paul	2.79	Roundabout Installed (2023)				Updated crash numbers and mitigations to be presented to Board in future 2026 meeting

CSAH 46 and TH 52 Interchange



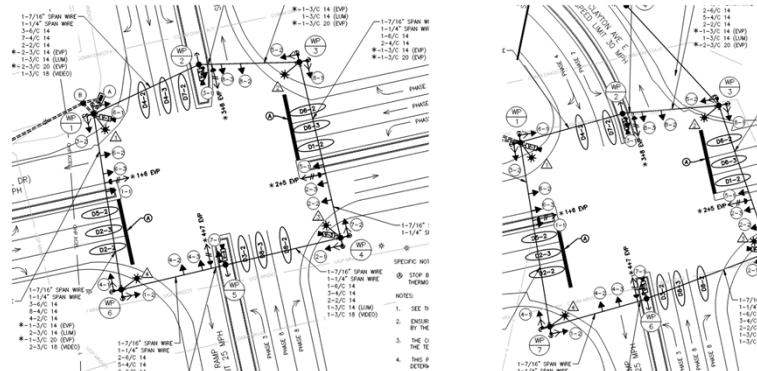
- 2029 Roundabout Installation Programmed
- East Ramp Ranked #4 on unmitigated CRI list
 - Fatal Crash occurred in July 2025
- West Ramp Ranked #30 on CRI list



CSAH 46 and TH 52 Interchange



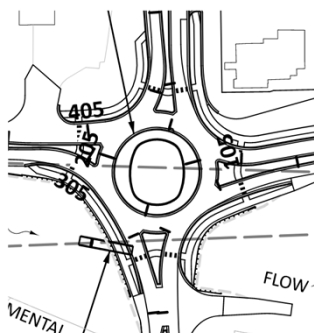
- Temporary signals to get constructed in January 2026 until 2029 Roundabout Construction occurs (MnDOT Agreement 1061519)
- Will enhance crossings for vehicles crossing onto CSAH 46 from TH 52
- DC-5150



CSAH 86 and TH 3 Roundabout



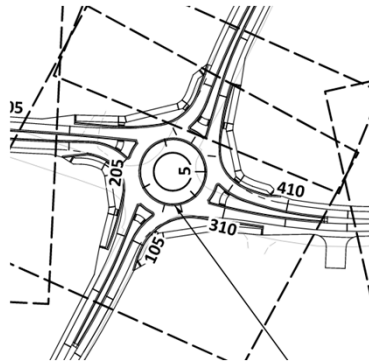
- 2026 Roundabout Installation
- Ranked #2 on Severity and #5 on unmitigated CRI lists
- Teaming with MnDOT
- DC-5164



CSAH 86 and TH 56 Roundabout



- 2026 Roundabout Installation
- Ranked #4 on Severity list
- Teaming with MnDOT
- DC-5164



CSAH 46/52 Temp Signals Resolution

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Transportation Director to execute a contract with Collins Electrical Construction Co. for County Project 46-67 and authorizes the Physical Development Director to execute Agreement No. 1061519 with the Minnesota Department of Transportation, subject to approval by the County Attorney's Office as to form.



Questions?



Board of Commissioners

Request for Board Action

Item Number: DC-5223

Agenda #: 15.1

Meeting Date: 1/6/2026

Information

See Attachment for future Board meetings and other activities.

January 6, 2026

Tuesday

- 9:00 AM - 9:00 AM** **Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast**
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>
- 9:30 AM - 9:30 AM** **Regional Railroad Authority (or following CB) -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast**
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>
- 10:00 AM - 10:00 AM** **Dakota County General Government and Policy Committee Meeting (or following RRA) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**

January 7, 2026

Wednesday

- 4:00 PM - 4:00 PM** **Open House: West Lake Byllesby Regional Park Improvements -- Randolph City Hall, 4365 292nd Street, Randolph**

January 8, 2026

Thursday

- 7:30 AM - 7:30 AM** **I-35W Solutions Alliance Board Meeting -- Richfield City Hall, 6700 Portland Avenue South, Bartholomew Room, Richfield**

January 12, 2026

Monday

- 12:00 PM - 12:00 PM** **Dakota-Scott Workforce Development Board Executive Committee Meeting -- Zoom**
<https://us02web.zoom.us/j/89744523163?pwd=amhmRlF3ZlloREJyVGJ2RnQxbXc4Zz09>

January 13, 2026

Tuesday

- 9:00 AM - 9:00 AM** **Dakota County Physical Development Committee of the Whole -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**
- 9:30 AM - 9:30 AM** **Finance Work Session (or following PD) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**
- 1:00 PM - 1:00 PM** **Dakota County Community Services Committee of the Whole -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings**

January 14, 2026

Wednesday

10:00 AM - 10:00 AM

Metropolitan Emergency Services Board Committee Meeting -- Metro Counties Government Center, 2099 University Ave, St. Paul

4:00 PM - 4:00 PM

Vermillion River Watershed Community Advisory Committee -- Dakota County Extension & Conservation Center, 4100 220th St. W, Farmington, Conference Room A

January 16, 2026

Friday

8:30 AM - 8:30 AM

Dakota-Scott Workforce Development Board Meeting -- Northern Service Center, 1 Mendota Road West, Room 520, West St. Paul

January 19, 2026

Monday

8:00 AM - 8:00 AM

County Offices Closed - Martin Luther King, Jr. Day Holiday

January 20, 2026

Tuesday

9:00 AM - 9:00 AM

Dakota County Board of Commissioners Meeting -- Administration Center, 1590 Highway 55, Boardroom, Hastings or View Live Broadcast
<https://www.co.dakota.mn.us/Government/BoardMeetings/Pages/default.aspx>

9:30 AM - 9:30 AM

Dakota County General Government and Policy Committee Meeting (or following CB) -- Administration Center, 1590 Highway 55, Conference Room 3A, Hastings

3:00 PM - 3:00 PM

Dakota County Community Development Agency Annual and Regular Meeting -- CDA, 1228 Town Centre Drive, Eagan, Boardroom



Board of Commissioners

Request for Board Action

Item Number: DC-5224

Agenda #: 16.1

Meeting Date: 1/6/2026

Adjournment