



# Dakota County

## Board of Commissioners

### Agenda

---

Tuesday, January 20, 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](mailto: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**

**3. 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](mailto:CountyAdmin@co.dakota.mn.us)  
Verbal Comments are limited to five minutes.

**4. Agenda**

**4.1 Approval of Agenda (Additions/Corrections/Deletions)**

#### CONSENT AGENDA

**5. County Administration - Approval of Minutes**

**5.1 Approval of Minutes of Meetings Held on January 6, 2026**

**6. Items Recommended by Board Committee\***

**6.1 *Central Operations Administration* - Approval Of Disability Advisory Council 2026 Work Plan**

**6.2 *Physical Development Administration* - Approval Of Joint Powers Agreements With Cities And Delegation Of Authority For Contracting And Right Of Way Acquisition To Accomplish 2026 Transportation, Parks, and Facilities Capital Improvement Projects**

**7. Central Operations**

7.1 *Finance* - Report On Invoices Paid In December 2025

**8. County Board/County Administration**

8.1 *County Board* - Adoption Of 2026 Dakota County Strategic Priorities

**9. Physical Development**

9.1 *Parks* - Authorization To Execute Joint Powers Agreement With City Of Inver Grove Heights For Greenway And Trail Segment Maintenance

9.2 *Environmental Resources* - Approval Of Special Hazardous Waste Processing Facility License For ShopJimmy.Com LLC, Burnsville

9.3 *Environmental Resources* - Authorization To Execute Contract With GEI Consultants, Inc. For Consultation Services For Bylesby Dam Comprehensive Assessment

9.4 *Transportation* - Authorization To Execute Contract With Stonebrooke Engineering, Inc. For Final Design, Execute Joint Powers Agreement With City Of Burnsville, And Amend 2026 Transportation CIP Budget For County State Aid Highway 38 (McAndrews Road) In City of Burnsville, County Project 38-61

**REGULAR AGENDA****10. Public Services and Revenue**

10.1 *Assessing Services* - Authorization To Execute A Contract Renewal with CycloMedia Technology, Inc. For Acquisition Of Street Level Images

**11. Closed Executive Session**

11.1 *Office Of The County Manager* - Closed Executive Session: Discussion Of Legal Strategy In Cham v. Dakota County

**12. 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

**13. County Manager's Report****14. Information****14.1 Information**

See Attachment for future Board meetings and other activities.

**15. Adjournment****15.1 Adjournment**

\* Designates items discussed in Board Committee(s)

**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](mailto:CountyAdmin@co.dakota.mn.us)**



# Board of Commissioners

## Request for Board Action

---

**Item Number:** DC-5255

**Agenda #:** 4.1

**Meeting Date:** 1/20/2026

---

Approval of Agenda (Additions/Corrections/Deletions)



# Board of Commissioners

## Request for Board Action

---

**Item Number:** DC-5256

**Agenda #:** 5.1

**Meeting Date:** 1/20/2026

---

Approval of Minutes of Meetings Held on January 6, 2026



# Dakota County

## Board of Commissioners

### Minutes

Tuesday, January 6, 2026

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

Also in attendance were Heidi Welsch, County Manager; Kathryn M. Keena, County Attorney; Tom Donely, First Assistant County Attorney; and Jeni Reynolds, Sr. Administrative Coordinator to the Board.

## 2. Pledge of Allegiance with Dakota County Sheriff's Honor Guard

The meeting was called to order at 9:00 a.m. by Commissioner Slavik who welcomed everyone and opened the meeting with the Pledge of Allegiance. The Dakota County Sheriff's Honor Guard presented the colors for the Pledge of Allegiance. Honor Guard members were: Sergeant Smidt, Detective Jaskowiak, Deputy Blehm, Deputy Chandler and Deputy Meaden.

### 3. Election of 2026 Officers

### 3.1 Resolution No: 26-001

## Election of 2026 County Board Chair

## Motion: Mary Hamann-Roland

Second: Joe Atkins

Commissioner Slavik began the election of County Board officers for 2026 by calling for nominations for the office of County Board Chair. Commissioner Hamann-Roland placed the name of Commissioner Halverson in nomination. No additional nominations were given.

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes nominations and casts a unanimous ballot to elect Commissioner Laurie Halverson as County Board Chair for 2026.

Ayes: 7

### 3.2 Resolution No: 26-002

## Election of 2026 County Board Vice-Chair

Motion: Liz Workman

Second: Mike Slavik

Commissioner Halverson assumed the duties of Chair. Chair Halverson thanked her colleagues for electing her as Chair and highlighted goals for 2026.

At this time, Chair Halverson called for nominations for the office of County Board Vice-Chair. Commissioner Atkins placed the name of Bill Droste in nomination. The Chair called for additional nominations. No additional nominations were placed in nomination.

BE IT RESOLVED, That the Dakota County Board of Commissioners hereby close nominations and casts a unanimous ballot to elect Commissioner Bill Droste as County Board Vice-Chair for 2026.

Ayes: 7

#### **4. Audience**

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

#### **5. Agenda**

##### **5.1 Resolution No: 26-003**

Approval of Agenda (Additions/Corrections/Deletions)

Motion: Liz Workman

Second: Joe Atkins

Ayes: 7

#### **CONSENT AGENDA**

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

#### **6. County Administration - Approval of Minutes**

##### **6.1 Resolution No: 26-004**

Approval of Minutes of Meetings Held on December 16, 2025

Motion: Mary Hamann-Roland

Second: Joe Atkins

Ayes: 7

#### **7. Central Operations**

##### **7.1 Resolution No: 26-005**

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

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

**7.2 Resolution No: 26-006**

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

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

**7.3 Resolution No: 26-007**

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

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

**7.4 Resolution No: 26-008**

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

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

**8. County Board/County Administration****8.1 Official County Newspaper And Public Notices**

Information only, no action requested.

**8.2 Resolution No: 26-009**

Appointment Of County Board Members To Boards/Committees For 2026

Motion: Mary Hamann-Roland

Second: Joe Atkins

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

Ayes: 7

**8.3 Resolution No: 26-010**

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

Motion: Mary Hamann-Roland

Second: Joe Atkins

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

Ayes: 7

**8.4** Resolution No: 26-011  
Designation Of 2026 Official Voting Delegates For Association Of Minnesota Counties

Motion: Mary Hamann-Roland

Second: Joe Atkins

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

Ayes: 7

**8.5** Resolution No: 26-012  
Appointments To Metropolitan Emergency Services Board Radio Technical Operations Committee And 911 Technical Operations Committee

Motion: Mary Hamann-Roland

Second: Joe Atkins

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

Ayes: 7

**8.6** Resolution No: 26-013

Appointment To Rosemount Research And Outreach Center Advisory  
Committee

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

**8.7** Resolution No: 26-014

Appointment To Airlake Airport Advisory Commission

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

**8.8** Resolution No: 26-015

Appointments To Extension Committee

Motion: Mary Hamann-Roland

Second: Joe Atkins

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

Ayes: 7

**8.9** Resolution No: 26-016

Appointments To Library Advisory Committee

Motion: Mary Hamann-Roland

Second: Joe Atkins

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

Ayes: 7

**8.10** Resolution No: 26-017

Appointments To Personnel Board Of Appeals

Motion: Mary Hamann-Roland

Second: Joe Atkins

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

Ayes: 7

**8.11** Resolution No: 26-018

Appointments To Planning Commission

---

Motion: Mary Hamann-Roland

Second: Joe Atkins

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 Gutmann  
District 7, Anthony Nelson  
District 7, Kelly Kausel

Ayes: 7

**8.12 Resolution No: 26-019**  
Appointments To Public Art Advisory Committee

Motion: Mary Hamann-Roland

Second: Joe Atkins

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 Todor  
District 6, Robert Erickson  
At-large, Allen Tsai  
At-large, Cynthia Gehrig

Ayes: 7

**8.13 Resolution No: 26-020**  
Appointments To Special Board Of Appeals And Equalization

Motion: Mary Hamann-Roland

Second: Joe Atkins

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

Ayes: 7

**8.14** Resolution No: 26-021

Appointment Of At-Large Commissioner To Dakota County Community Development Agency Board

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

**8.15** Resolution No: 26-022

Approval Of Revisions To Policies 3200 Pay Practices And 3380 Separation From Employment

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

**9. Community Services****9.1 Resolution No: 26-023**

Authorization To Execute Grant Agreement With Legal Assistance Of Dakota County, Ltd.

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

## 10. Physical Development

### 10.1 Resolution No: 26-024

#### Authorization To Purchase Fleet Vehicles And Equipment

Motion: Mary Hamann-Roland

Second: Joe Atkins

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 Sourcewell 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

Ayes: 7

**10.2 Resolution No: 26-025**

Authorization To Amend Contract With Gilbert Mechanical Contractors, LLC, For 2025 Building Automation Services

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

**10.3 Resolution No: 26-026**

Authorization To Execute Minnesota Board Of Water And Soil Resources Natural Resources Block Grant Program Agreement

Motion: Mary Hamann-Roland

Second: Joe Atkins

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
<b>Total</b>	<b>\$192,143</b>

; 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.

Ayes: 7

**10.4 Resolution No: 26-027**

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

Motion: Mary Hamann-Roland

Second: Joe Atkins

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 McMenomy property; and

WHEREAS, the City of Rosemount (City) immediately purchased the fee title of the former McMenomy property after the County acquired the easements; and

WHEREAS, a Natural Resource Management Plan was completed for the McMenomy 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 McMenomy 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.

Ayes: 7

**10.5** Resolution No: 26-028

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

Motion: Mary Hamann-Roland

Second: Joe Atkins

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>
<b>Total Expense</b>	<b>\$0</b>

**Revenue**

Vermillion Highlands GW - Rosemount - Sales & Use Tax	(\$182,330)
Vermillion Highlands GW - CSAH 46 - Sales & Use Tax	<u>\$182,330</u>
<b>Total Revenue</b>	<b>\$0</b>

Ayes: 7

**10.6 Resolution No: 26-029**

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

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

**10.7** Resolution No: 26-030

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

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

**10.8 Resolution No: 26-031**

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

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

**10.9** Resolution No: 26-032

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

Motion: Mary Hamann-Roland

Second: Joe Atkins

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.

Ayes: 7

## REGULAR AGENDA

### 11. Community Services

#### 11.1 Resolution No: 26-033

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

Motion: Mary Hamann-Roland

Second: Joe Atkins

Nikki Conway, Director of Social Services for Children and Family, briefed this item and responded to questions.

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>
<b>Total Expense</b>	<b>\$800,000</b>

**Revenue**

DCYP FFPSA Grant	<u>\$800,000</u>
<b>Total Revenue</b>	<b>\$800,000</b>

Ayes: 7

**12. Transportation****12.1 Resolution No: 26-034**

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

Motion: Mike Slavik

Second: William Droste

Tyler Krage, Traffic Engineer, briefed this item and responded to questions.

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.

Ayes: 7

### **13. Interagency Reports/Commissioner Updates**

Interagency reports and Commissioner updates were presented.

A moment of silence was observed to honor the service of Pastor Jim Bzoskie of Hastings. Pastor Jim served as senior chaplain for the Dakota County Sheriff's Office for 47 years. Pastor Jim passed away suddenly on December 19, 2025. He will be greatly missed.

### **14. County Manager's Report**

County Manager Heidi Welsch provided the following:

- the 2024 Financial Audit is completed. The audit includes a financial audit on programs that receive state and federal funding.
- thank you to all staff across the County for all that was accomplished in 2025!

### **15. Information**

#### **15.1 Information**

See Attachment for future Board meetings and other activities.

### **16. Adjournment**

#### **16.1 Resolution No: 26-035**

Adjournment

Motion: Mary Hamann-Roland

Second: Mike Slavik

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Slavik, the meeting was adjourned at 10:11 a.m.

Ayes: 7

Laurie Halverson  
Chair

ATTEST

Heidi Welsch  
County Manager



# Board of Commissioners

## Request for Board Action

---

**Item Number:** DC-5186

**Agenda #:** 6.1

**Meeting Date:** 1/20/2026

---

**DEPARTMENT:** Central Operations Administration

**FILE TYPE:** Consent Action

**TITLE**

**Approval Of Disability Advisory Council 2026 Work Plan**

**RESOLUTION**

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 Disability Advisory Council drafted potential direction for their efforts in 2026; and

WHEREAS, staff recommends that the Disability Advisory Council 2026 work plan be approved.

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



# Board of Commissioners

## Request for Board Action

---

Item Number: DC-5136

Agenda #: 6.2

Meeting Date: 1/20/2026

---

**DEPARTMENT:** Physical Development Administration

**FILE TYPE:** Consent Action

### **TITLE**

**Approval Of Joint Powers Agreements With Cities And Delegation Of Authority For Contracting And Right Of Way Acquisition To Accomplish 2026 Transportation, Parks, and Facilities Capital Improvement Projects**

### **RESOLUTION**

WHEREAS, the Dakota County Physical Development Administration Department regularly requests County Board approval for actions required to deliver projects in the adopted Capital Improvement Program (CIP); and

WHEREAS, joint powers agreements with Cities and cost-share agreements with the Minnesota Department of Transportation and other agencies are standard agreements needed on projects in the CIP that adhere to County policies and have consistent language; and

WHEREAS, awarding construction contracts to the lowest responsible bidder is a regular consent action item brought forward to the Board for projects in the CIP; and

WHEREAS, any awards not to the low bidder or require the rejection of bids will be brought to the County Board for action; and

WHEREAS, this resolution does not alter the Board process for adopting projects in the CIP each year or the process for obtaining Board approval for professional services contracts, study recommendations, appraisals, and right of way settlements; and

WHEREAS, quarterly reports on all contracts and project updates would continue to be presented by Finance to the Board; and

WHEREAS, staff will provide the Board with a detailed list of authorized projects, including budget reference information, and provide periodic updates on executed and construction contract awards; and

WHEREAS, to provide a safe and efficient transportation system, Dakota County is proceeding with projects included in the 2026 Transportation CIP; and

WHEREAS, Dakota County is the lead agency for right of way acquisition necessary in 2026 for construction to begin in 2027; and

WHEREAS, the acquisition of property interests, such as fee title and temporary and permanent easements, from private property parcels identified in Dakota County 2026 Transportation CIP projects by the County is necessary to deliver and construct the projects during the programmed year; and

WHEREAS, all valuations of the property interests to be acquired are based upon independent valuation reports; and

WHEREAS, delegation of authority to approve appraisals of value and all first offers being made to the property owners by the Director of Physical Development or their designee will allow for more time for property owners to review the County's offers and resolved the acquisitions before eminent domain may be necessary; and

WHEREAS, in the event that timely acquisition by direct negotiation of all required parcels does not appear possible, staff will seek County Board authorization for the County Attorney's Office to initiate quick-take condemnation of the remaining unsettled parcels; and

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners delegates authority to the Director of Physical Development or their designee to enter into joint powers agreements with cities and the appropriate Department Director or designee to award construction contracts to the lowest responsible bidder, consistent with County Policies, provided sufficient funds are available for the following projects:

Transportation:

County Project (CP) 04-018: CSAH 4 from County State Aid Highway (CSAH) 63 to Smith Ave Trail Gap in West St. Paul

CP 05-058: CSAH 5 at Southcross Signal Reconstruction in Burnsville

CP 5-060: CSAH 5 at Kenyon Ave in Lakeville

CP 9-065: CSAH 9 from 208th Street to CSAH 50 (Kenwood Trl) in Lakeville

CP 9-067: CSAH 9 from CSAH 70 (215th St) to South of 210th St in Lakeville

CP 9-069: CSAH 9 at Glacier Way in Lakeville

CP 11-033: CSAH 11 at I-35E Interchange Ramp Improvements in Burnsville and Apple Valley

CP 14-035: CSAH 14 from 20th Ave to 3rd Ave in South St. Paul

CP 23-088: CSAH 23 from CSAH 9 (179th Street) to CSAH 42 (150th Street) in Apple Valley and Lakeville

CP 26-060: CSAH 26 from Trunk Highway (TH) 3 to CSAH 73 Reconstruction in Inver Grove Heights

CP 26-068: CSAH 26 from CSAH 73 to Cahill Ave Trail Gap and Reclamation in Inver Grove Heights

CP 28-069: CSAH 28 (80th Street) Trail Gap in Inver Grove Heights

CP 31-113: CSAH 31 at CSAH 50 (W Junction) in Farmington

CP 31-115: CSAH 31 from CSAH 74 (Ash St) to CSAH 50 (212th St) in Farmington

CP 31-118: CSAH 31 at Upper 147th Street Access Restriction in Apple Valley

CP 31-119: CSAH 31 from 144th Street to Corporate Center Dr in Apple Valley and Eagan

CP 31-124: CSAH 31 at Crestridge Ln in Eagan

CP 31-125: CSAH 31 at CSAH 46 (160th Street) in Apple Valley and Lakeville

CP 31-126: CSAH 31 at Wescott Rd/Kings Wood Pond Rd in Eagan

CP 32-093: CSAH 32 from Johnny Cake Ridge Road to CSAH 31 (Pilot Knob Rd) in Eagan

CP 33-019: CSAH 33 from 140th St/Connemara Trl to CSAH 31 (Pilot Knob Rd) in Apple Valley and Rosemount

CP 38-061: CSAH 38 from CSAH 5 to Aldrich Ave in Burnsville  
CP 38-068: CSAH 38 from Garden View Dr to Hanover Ave; W of Diamond Path in Apple Valley  
CP 42-161: CSAH 42 from Lock Blvd to Vermillion Street Overlay and Trail Construction in Hastings  
CP 42-163: CSAH 42 from Redwood Dr to 147th Street Reconstruction in Apple Valley  
CP 42-167: CSAH 42 from CSAH 5 to Nicollet Ave in Burnsville  
CP 42-170: CSAH 42 at Trunk Highway 3 in Rosemount  
CP 42-172: CSAH 42 from Cedar to Pilot Knob Federal Overlay in Apple Valley  
CP 42-173: CSAH 42 from CSAH 33 (Diamond Path) to TH 3 in Apple Valley and Rosemount  
CP 42-174: CSAH 42 at TH 52 Interchange Improvements in Rosemount  
CP 42-177: CSAH 42 at Garrett Ave and At Pilot Knob Road Signal Replacement in Apple Valley  
CP 42-179: CSAH 42 from West of Business Pkwy to Auburn Ave in Rosemount  
CP 43-057: CSAH 43 from Keefe St to TH 55 in Eagan  
CP 43-059: CSAH 43 at Northview Park Rd in Eagan  
CP 47-047: CSAH 47 from North of CSAH 86 to TH 50 Reconstruction in Castle Rock Twp and Hampton Twp  
CP 50-033: CSAH 50 at I-35 Interchange in Lakeville  
CP 50-038: CSAH 50 at CSAH 60 in Lakeville  
CP 54-011: CSAH 54 from 18th Street to CSAH 68 in Hastings and Ravenna Township  
CP 56-014: CSAH 56 Corridor Pedestrian Improvements in Inver Grove Heights  
CP 60-029: CSAH 60 at Orchard Trail in Lakeville  
CP 63-033: CSAH 63 from Marie Ave to TH 149 Reconstruction in Mendota Heights and West St. Paul  
CP 64-027: County Road 64 (Flagstaff Ave) from 200th Street to 195th Street in Farmington  
CP 74-011: CSAH 74 from CSAH 31 (Denmark Ave) to Honeysuckle Ln in Farmington  
CP 86-043: CSAH 86 at TH 56 Roundabout in Randolph Township  
CP 86-044: CSAH 86 at TH 3 Roundabout in Castle Rock Township  
CP 91-030: CSAH 91 from 675' South of Nicolai Ave to TH 61 Reconstruction in Miesville  
Paved Highway Surfaces  
Gravel Highway Surface  
Gravel Highway Surface - Repairs  
Crack Seal  
Pedestrian and Bicycle Facilities  
Retaining Wall Maintenance  
Traffic Safety & Operations - Pavement Markings  
Storm Sewer System Maintenance  
Signal Revisions/Communications  
Traffic Signal - New/Replacement  
Trail Gap Setaside

**Parks:**

2000230: Greenway Preservation  
2000236: Miesville Ravine Park Reserve Long-Range Plan Improvements  
P00147: Veterans Memorial Greenway  
River to River Greenway: TH 149 Crossing and trail improvements south of Marie  
Countywide Greenway and Park Wayfinding Installation  
Lebanon Hills Greenway: Lebanon Hills Regional Park to Dodd Road  
Lake Marion Greenway: Lakeville - Ritter Farm Park to Holyoke  
Lebanon Hills Regional Park: Sustainable Trail Improvements

---

Whitetail Woods Regional Park: Stage and Shade Improvements  
Lake Bylesby Regional Park Turbine Exhibit and Road and Trail realignment

Facilities:

Roof Replacement Program

Window Replacement Program

Law Enforcement Center Housing Unit Fixture Replacement

Boiler Replacement Program

Chiller Replacement Program

Air Cooled Condenser Replacement Program

HVAC, Pumps, and Fans Replacement Program

Cabinet Unit Heater Replacement Program

Empire Maintenance Facility Geothermal Heat Pump Replacement

Judicial Service Center and Western Service Center Fire Pump Replacement

Countywide Life Safety Enhancement Program

Generator, ATS, Main Electrical, and MCC Replacement Program

Uninterruptible Power Supply Replacement Program

Miscellaneous Projects

Accessibility Barrier Removal Program

Exterior Building Envelope Maintenance Program

Exterior Door Replacement Program

Water Heater Replacement Program

Sanitary Waste Pump Replacements

Air Handling Unit Replacement Program

Make-Up Air Unit Replacements

HVAC Controls/Automation System Replacements

Electrical Service Gear Replacement Program

Flooring Replacement Program

Parking Lots Pavement Program

Energy Efficiency Program

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Director of Physical Development or their designee to approve appraisals of value and to make initial offers based on appraised value for any right of way acquisitions needed for the following 2026 Transportation Capital Improvement Program projects:

Real Estate Office Right of Way Acquisitions:

CP 23-088: Mill and overlay CSAH 23 (Cedar Ave) from CSAH 9 (179th St) to CSAH 42 (150th St) in Apple Valley and Lakeville

CP 28-079: Signal replacement at CSAH 28 (Yankee Doodle Ave) and Denmark Ave in Eagan

CP 31-115: Roadway reconstruction CSAH 31 (Denmark Ave) from CSAH 74 (220th St) to CSAH 50 (212th St) in Farmington

CP 31-124: Intersection improvements at CSAH 31 (Pilot Knob Rd) and Crestridge Ln in Eagan

CP 31-125: Signal replacement at CSAH 31 (Pilot Knob Rd) and CSAH 46 (160th St W) in Apple Valley and Lakeville

CP 31-126: Signal replacement at CSAH 31 (Pilot Knob Rd) and Wescott Rd/Kings Wood Pond Rd in Eagan

CP 38-061: Intersection improvements at CSAH 38 (McAndrews Rd) and Burnhaven Dr and trail gap study from CSAH 5 to Burnhaven Dr in Burnsville

CP 38-068: Retaining wall replacement along CSAH 38 (McAndrews Rd) between Hannover Ave and Gardenview Dr in Apple Valley

CP 42-173: Mill and overlay CSAH 42 (150th St) from CSAH 33 (Diamond Path) to TH 3 in Apple Valley and Rosemount

CP 42-175: Pedestrian underpass of CSAH 42 (145th Street), approximately 900 feet east of County Road (CR) 73 (Akron Avenue) in Rosemount

CP 42-183: Signal replacement at CSAH 42 (150th St W) and Galaxie Ave in Apple Valley

CP 42-184: Signal replacement at CSAH 42 (150th St W) and Pennock Ave in Apple Valley

CP 43-057: Construction of a multi use trail along the east side of CSAH 43 (Lexington Ave) between Keefe St and TH 55 in Eagan

CP 43-059: Roundabout at CSAH 43 (Lexington Ave) and Northview Park Rd in Eagan

CP 46-064: Signal replacement at CSAH 46 (160th St W) and Galaxie Ave in Apple Valley and Lakeville

CP 46-065: Signal replacement at CSAH 46 (160th St W) and Foliage Ave in Apple Valley and Lakeville

CP 47-048: Roadway reconstruction on CSAH 47 (Northfield Blvd) from TH 3 to south of CSAH 86 (280th St) in Waterford Township, Sciota Township, and Castle Rock Township

CP 50-033: Reconstruction of the interchange at I 35 and CSAH 50 in Lakeville

CP 50-038: Roundabout at CSAH 50 (Kenwood Trail) and CSAH 60 (185th St) in Lakeville

CP 60-029: New signal system at CSAH 60 (185th St) and Orchard Trail in Lakeville

CP 74-011: Roadway reconstruction CSAH 74 (220th St) from CSAH 31 (Denmark Ave) to Honeysuckle Lane in Farmington

CP 99-013: Expansion of CSAH 46 from TH 3 to 1,300 feet east of CR 48 in Rosemount, Coates, and Empire Township from two lanes to a four lane divided section



# Board of Commissioners

## Request for Board Action

Item Number: DC-5250

Agenda #: 7.1

Meeting Date: 1/20/2026

**DEPARTMENT:** Finance

**FILE TYPE:** Consent Information

### **TITLE**

#### **Report On Invoices Paid In December 2025**

### **PURPOSE/ACTION REQUESTED**

Receive a report on invoices paid during December 2025.

### **SUMMARY**

Minn. Stat. § 375.18 requires that all claims paid must be presented to the County Board for informational purposes.

A copy of the December 2025 Paid Invoice Report, excluding payroll and Community Services client and provider payments, is on file with the Clerk to the Board. The attachment provides a summary of invoices paid each month in 2025.

Payments for the month ending December 31, 2025, total \$208,780,180.

The following is a summary of the major payments for the month.

<b>Major Categories</b>	<b>Amount</b>	<b>Explanation</b>
Benefit deductions from employee payroll	\$2,660,034	Retirement accounts, PERA, health & dental
Payments to other governments	\$177,555,608	Pass through payments - taxes, fees
Materials & supplies	\$227,352	Highway, Parks, Buildings material/supplies
Overall support of departments	\$4,032,872	Insurance, maintenance agreements, office equip
Services to citizens & clients	\$5,179,996	Major client services contract
All other expenses	\$7,103,349	BIP, CEP, and misc.
Capital projects	\$12,020,969	Highway & building construction
	<b><u>\$208,780,180</u></b>	

### **RECOMMENDATION**

Information only; no action requested.

### **EXPLANATION OF FISCAL/FTE IMPACTS**

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

## **RESOLUTION**

Information only; no action requested.

## **PREVIOUS BOARD ACTION**

None.

## **ATTACHMENTS**

Attachment: Paid Invoices Report December 2025

## **BOARD GOALS**

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

## **CONTACT**

Department Head: Will Wallo

Author: Jan Larson

**RBA - REPORT ON INVOICES PAID**

2025	Major Category	January	February	March	April	May	June	July	August	September	October	November	December
	Benefit deductions from employee payroll	\$3,595,806	\$2,522,125	\$2,587,437	\$2,561,564	\$2,589,478	\$2,612,860	\$2,834,477	\$3,614,687	\$2,637,035	\$2,607,249	\$2,617,941	\$2,660,034
	Payments to other governments	\$35,757,228	\$91,833	\$76,252	\$582,763	\$89,544,390	\$196,486,891	\$134,162,193	\$202,817	\$109,770	\$78,496,336	\$78,499,367	\$177,555,608
	Materials & supplies	\$183,858	\$60,330	\$493,635	\$148,300	\$134,684	\$106,323	\$136,543	\$98,134	\$161,296	\$144,826	\$163,306	\$227,352
	Overall support of departments	\$3,056,255	\$2,434,378	\$2,432,727	\$2,383,651	\$1,883,357	\$2,472,197	\$4,593,033	\$2,109,607	\$4,952,666	\$3,024,930	\$2,412,934	\$4,032,872
	Services to citizens and clients	\$3,389,484	\$2,650,355	\$2,819,561	\$3,209,675	\$2,765,893	\$3,221,717	\$3,526,215	\$2,485,332	\$4,046,351	\$3,175,419	\$2,654,688	\$5,179,996
	All other expenses	\$5,347,460	\$4,376,517	\$6,291,675	\$6,079,361	\$5,593,035	\$4,390,355	\$5,070,541	\$3,802,808	\$4,322,686	\$4,853,146	\$6,162,833	\$7,103,349
	Capital projects	\$4,173,262	\$5,409,332	\$4,843,765	\$5,141,116	\$3,937,704	\$8,592,859	\$7,565,811	\$8,382,494	\$9,041,367	\$11,728,598	\$7,548,881	\$12,020,969
	<b>Total</b>	<b>\$55,503,353</b>	<b>\$17,544,870</b>	<b>\$19,545,051</b>	<b>\$20,106,431</b>	<b>\$106,448,542</b>	<b>\$217,883,202</b>	<b>\$157,888,814</b>	<b>\$20,695,878</b>	<b>\$25,271,171</b>	<b>\$104,030,504</b>	<b>\$100,059,950</b>	<b>\$208,780,180</b>

3 Payrolls = January and August

Tax Distributions = January, May, June, July, October, November, December



# Board of Commissioners

## Request for Board Action

---

Item Number: DC-5271

Agenda #: 8.1

Meeting Date: 1/20/2026

---

**DEPARTMENT:** Office of the County Manager

**FILE TYPE:** Consent Action

### **TITLE**

#### **Adoption Of 2026 Dakota County Strategic Priorities**

### **PURPOSE/ACTION REQUESTED**

Adopt Strategic Plan Priorities and Initiatives of the County Board that will guide work and budgets in 2026.

### **SUMMARY**

The Board of Commissioners' vision for Dakota County is "a premier place in which to work and play". Through the work of over 2,200 staff, over 200 separate programs are operated by the County to realize this vision. Community needs and external environmental changes are continually monitored by the County to determine when changes are needed. Each year, the County Board highlights particular strategic priorities and initiatives for focus during that year, which fall under one of the following broad strategic plan goals:

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

### **RECOMMENDATION**

Staff recommends adoption of the Dakota County 2026 Board Priorities and Initiatives (Attachment: Draft 2026 Strategic Plan Priorities and Initiatives).

### **EXPLANATION OF FISCAL/FTE IMPACTS**

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

### **RESOLUTION**

WHEREAS, the Dakota County Board of Commissioners held a strategic planning workshop on December 5, 2025, and discussed updated Dakota County Strategic Plan Priorities and Initiatives; and

WHEREAS, the Dakota County Board of Commissioners desires to update the existing Dakota County Strategic Plan Priorities and Initiatives.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby adopts the following Dakota County Strategic Plan Priorities and Initiatives with an overarching goal to make Dakota County 'A Great Place to Live':

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

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby directs the County Manager to create and maintain a set of community indicators and organizational performance measures associated with the County's Strategic Plan Priorities and Initiatives.

#### **PREVIOUS BOARD ACTION**

25-055; 1/21/25

17-444; 8/22/17

12-215; 4/24/12

#### **ATTACHMENTS**

Attachment: DRAFT 2026 Strategic Plan Priorities and Initiatives

#### **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: Heidi Welsch

Author: Heidi Welsch



# 2026 Board Priorities

*(Draft including Board feedback and discussion on 12/05/2025 and General Government and Policy Committee on 01/06/2026)*

## Dakota County Strategic Plan Goals



A Great Place to Live  
*(for a lifetime)*

Thriving People

Healthy Environment with Quality Natural Resources

Successful Place for Business and Jobs

Excellence in Public Service

Care for vulnerable populations

Create Access to Opportunities

Protect and maintain Natural Resources

Energy efficiency / sustainability

Prepared, connected workforce

Responsible taxes and Sound stewardship of resources

Innovate and Collaborate

Community safety, health and well-being

Dependable and Modern infrastructure and systems.

Hire and retain excellent staff.

Community Engagement

Welcoming and Responsive Service for all People

## 2026 Initiatives:

### Responsible Taxes and Sound Stewardship of Resources



#### 1. Develop 5-year financial plan that achieves the following goals:

- Eliminate the Structural Deficit.
- Increase reserves to be within the Office of the State Auditor (OSA) range (35% - 50%).
- Provide reliable funding for service and program priorities of the Board.
- Prepare for and implement state and federal funding cuts.

*[Partial list of operational steps / tasks to achieve these goals:]*

- Reduce reliance on CPA for operations.
- Create 5-year staffing plans using assessment of workload levels.
- Review and align purpose, policy, and practice for each Fund.
  - Include policy discussion of use of interest within each fund.
- Consider new revenue sources (e.g., wheelage tax, County environmental charge)
- Identify and secure reliable funding for parks, natural resources, environmental resources.
- Review and update Transportation Policy on cost share and advance funding.
- Consider further cuts and potential of giving back<sup>1</sup> services to the state.
- Consider process improvements and efficiencies such as AI for transactional work.
- Study potential efficiencies through partnering with neighboring counties.

## 2026 Initiatives:

### Create Access to Opportunities



#### 1. Implement the Library Strategic Plan.

- Reach segments of the community less tied to library.
- Find opportunities and resources.

#### 2. Advance the 'Arts Blueprint'.

#### 3. Update Parks Operational Plans.

- Natural Resources Systems Plan
- Greenway Plan
- Parks Visitor Services Plan

#### 4. Review Comprehensive Plan requirements and provide direction on scope and extent of Plan Update.

## 2026 Initiatives: Care for Vulnerable People



1. Deliver Public Assistance Benefits within State Required Timelines.
2. Complete MnChoices Assessment within State Required Timelines.
3. Develop More Youth Placement Options and alternatives to placement options (with metro collaboration).
4. Review and refine the housing business plan (HBP).
  - Measure and report on progress of the HBP.
  - Determine role of permanent supportive housing in the Housing Business Plan.
5. Pilot existing 0.5 Full-Time Employee (FTE) social worker stationed at Wentworth Library.

## 2026 Initiatives: Community safety, health and well-being



1. Facilitate development of Community Resource Center(s).
2. Investigate and pursue health care access for uninsured or under-insured residents.
3. Complete an assessment of healthcare model in the jail.
4. Improve safety at high crash rate locations based on the Minnesota Dept. of Transportation (MnDOT) Crash Rate Index.
5. Improve safety for pedestrian and bicyclists based on high and medium priority County Highway Pedestrian and Bicycle Gaps.

## 2026 Initiatives: Innovate and Collaborate



1. Partner well with Cities and Counties.
  - Consider intersections among Dakota 911, Emergency Management, and Radio Services.
2. Collaborate with Community Development Agency (CDA) and partners on development.
  - Review and present policies and practices within the purview of the County that are a hinderance or asset to economic development (as part of the Comprehensive Plan).
  - Support coordinating strategic infrastructure and land development with CDA and the cities.

## 2026 Initiatives: Community Engagement



1. Design and implement new website.
2. Provide more online / self service options in our services using Artificial Intelligence.
3. Create more financial and budget engagement (ex. Interactive Budget Books, additional Budget Open House events).

**2026 Initiatives:**  
Dependable and modern infrastructure and systems



1. Fair, efficient, and accurate 2026 elections.
2. Deliver 2026 Capital Improvement Program (CIP) projects on time and in budget.
  - Renovation of Wentworth Library.
  - Recycling Zone Plus facility.
  - Renovation of Burnhaven Library.
  - Spring Lake Park Reserve improvements
  - MN River Greenway completion.
  - CR 32 (117<sup>th</sup> St.) completion.

**2026 Initiatives:**  
Energy efficiency / sustainability



1. Complete Byllesby Dam Turbines.
2. Audit current energy and emission processes to determine opportunities.

## 2026 Initiatives: Protect and Maintain Natural Resources



### 1. Implement new Solid Waste Management Plan.

1. Study new processing requirements at landfills.
2. Increase food waste prevention.
3. Increase reuse opportunities.

### 2. Implement 2050 Parks System Plan.

## 2026 Initiatives: Hire and Retain Excellent Staff



1. Confirm current compensation strategy and desired outcomes.
2. Continue to assess and implement inclusion, diversity, equity and access (IDEA) strategies.

## 2026 Initiatives:

### Welcoming and responsive services for all people



1. Identify program and services areas with highest disparities for study and potential future action.
  - Continue and maintain Americans with Disabilities Act (ADA) compliance program.
  - Prepare for implementation of the African American Family Preservation and Child Welfare Act.

## 2026 Initiatives:

### Responsible Taxes and Sound Stewardship of Resources



1. Maintain overall facilities rating at “fair” and plan to return to “good” based on the Facility Condition Index (FCI).
2. Collaborate with other counties to ensure interests are adequately represented.

# Operational Requests from CB related to goals



	Request	Follow up plan
1	Educate Board on policy issues surrounding Data Center to include environmental issues, economic development issues, tax policy issues, etc.	Physical Development Committee (PDC) presentation in 2026 led by Environmental Resources and including Public Services & Revenue (PSR) expertise.
2	Explore what the County should/should not be doing to ensure safe and secure electricity supply in the future.	General Government & Policy Committee (GGP) presentation on emergency planning re: electrical supply led by Risk Management
3	County Board discussion of greenhouse gas emissions policy from the state vis-à-vis transportation projects and costs in the future. Modify the Capital Investment Plan (CIP) to reflect costs of the new policy.	PDC presentation in 2026 led by Transportation. Wait until MN Department of Transportation (MnDOT) guidance is received on this topic.
4	Provide monthly measure of the Crisis Center numbers of Dakota County clients and Total clients served.	Community Services add chart to monthly Directors' Report.
5	Provide monthly measure of average daily population in the Jail Integrative Health Unit (perhaps against total jail average daily population).	Sheriff's Office monthly measure to be included in the Central Operations Directors monthly report.
6	Provide an update on the outcomes of the Jail Integrative Health Unit.	General Government & Policy Committee update on Integrative Health Unit from Sheriff's Office in fall 2026.
7	Provide return on investment (ROI) analysis on embedded social worker model in the city police departments.	Community Services presentation of previous Office of Performance and Analysis (OPA) study on this topic.
8	Provide information on the effects of court decisions that have dramatically increased the cost of e-resources in the libraries.	Library to present information to the General Government & Policy Committee (GGP) prior to National Association of Counties policy meetings in March.
9	Provide analysis of Library's Self-Service Hours impact on services and resources.	GGP update on After Hours Model before budget 2027.
10	Provide analysis / evaluation of the SW in library pilot project.	GGP update on 2026 new pilot in Q1 2027.



# Board of Commissioners

## Request for Board Action

---

Item Number: DC-4709

Agenda #: 9.1

Meeting Date: 1/20/2026

---

**DEPARTMENT:** Parks

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization To Execute Joint Powers Agreement With City Of Inver Grove Heights For Greenway And Trail Segment Maintenance**

### **PURPOSE/ACTION REQUESTED**

Authorize the execution of a city-wide maintenance agreement with the City of Inver Grove Heights for the Lebanon Hills Greenway, Mississippi River Greenway and Veterans Memorial Greenway that require routine and deferred maintenance, or replacement of Greenway Regional trail infrastructure according to the County's existing maintenance service standards (Attachment: Draft Maintenance Agreement). Additional segments and infrastructure of the Veterans Memorial Greenway and Lebanon Hills Greenway will be added through contract amendments (Attachment: Open and Planned Map).

### **SUMMARY**

By Resolution No. 13-442 (August 27, 2013), the Mendota-Lebanon Hills Greenway (now Lebanon Hills Greenway) Master Plan (Master Plan) was adopted by the Dakota County Board of Commissioners. The master plan established a preferred alignment of the Lebanon Hills Greenway through Mendota Heights, Inver Grove Heights and Eagan.

By Resolution No. 99-526 (September 21, 1999), the Mississippi River Greenway Master Plan (Master Plan) was adopted by the Dakota County Board of Commissioners. The master plan established a preferred alignment of the Mississippi River Greenway from St. Paul to Hastings.

By Resolution No. 17-493 (September 26, 2017), the Veterans Memorial Greenway Master Plan (Master Plan) was adopted by the Dakota County Board of Commissioners. The master plan established a preferred alignment of the Veterans Memorial Greenway from Dodd Road in Eagan to the Mississippi River Greenway in Inver Grove Heights.

The proposed Draft Maintenance Agreement is a new template that creates a standard city-wide maintenance agreement for Greenway segments and infrastructure, rather than multiple individual agreements for segments or separate projects. A primary goal is to create efficiencies for both the County and City.

The proposed Maintenance Agreement will replace the existing supplementation maintenance agreement number 23775 for the Mississippi River Greenway and agreement number C0028231 for the Lebanon Hills Greenway, and will define city-wide maintenance responsibilities for approximately one and a half miles of existing Lebanon Hills Greenway, seven miles of existing Mississippi River

Greenway regional trail, as well as the 2024-2025 County-led project P00147 Veterans Memorial Greenway which constructed about two miles of new trail, including a tunnel under Rich Valley Boulevard (County State Aid Highway 71) (Attachment: Project Location Map). Subsequent amendments to the agreement will be completed by adding or revising exhibits when new infrastructure is added, like future segments of the Veterans Memorial Greenway and Lebanon Hills Greenway, or if maintenance terms change.

## **RECOMMENDATION**

Staff recommends Dakota County replace the existing supplemental maintenance agreement number 23775 and C0028231 and execute a new city-wide Maintenance Agreement with the City of Inver Grove Heights for Greenway and trail segments within the city boundaries of Inver Grove Heights for the Lebanon Hills Greenway, Mississippi River Greenway and Veterans Memorial Greenway that require maintenance responsibilities.

## **EXPLANATION OF FISCAL/FTE IMPACTS**

It is expected that Dakota County will perform routine maintenance, deferred maintenance, and replacement of Greenway Regional trail infrastructure. 2026 estimates for routine maintenance activities cost about \$4,000 per mile. The County will use Facilities Management operations budget, which is funded by Levy, General Fund and CPA funding sources. For capital Greenway maintenance and preservation, the County uses Greenway Enhancement and Greenway Preservation set asides, which are funded by Active Transportation and General Funds. Sufficient funding is available for this maintenance agreement and no new budget is recommended.

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

## **RESOLUTION**

WHEREAS, by Resolution No. 99-526 (September 21, 1999), the Dakota County Board of Commissioners adopted the Mississippi River Greenway Master Plan; and

WHEREAS, by Resolution No. 13-442 (August 27, 2013), the Dakota County Board of Commissioners adopted the Lebanon Hills Greenway Master Plan; and

WHEREAS, by Resolution No. 17-493 (September 26, 2017), the Dakota County Board of Commissioners adopted the Veterans Memorial Greenway Master Plan; and

WHEREAS, by Resolution No. 12-152 (March 27, 2012), the Dakota County Board of Commissioners authorized a joint powers agreement with the City of Inver Grove Heights for construction, operation, and maintenance of the Mississippi River Regional Trail; and

WHEREAS, by Resolution No. 16-204 (April 19, 2016), the Dakota County Board of Commissioners authorized a joint powers agreement with the City of Inver Grove Heights for a trail easement, construction and future trail maintenance of the Lebanon Hills Greenway; and

WHEREAS, Dakota County has constructed or reconstructed about one and a half miles of the Lebanon Hills Greenway in 2016-2017, seven miles of the Mississippi River Greenway to Dakota County Greenway standards in 2012-2014 and constructed about two miles of the Veterans Memorial Greenway in 2024 and 2025; and

WHEREAS, it is mutually agreeable for the City of Inver Grove Heights and Dakota County to execute a maintenance agreement to define the routine, deferred, and replacement responsibilities of the County's Greenway, site amenities and furnishings, vegetation, utilities, and structural infrastructure like bridges or tunnels; and

WHEREAS, Dakota County will continue to perform routine trail inspections and routine maintenance of the Greenway regional trails, including graffiti removal, and routine, deferred, and replacement maintenance of Greenway infrastructure; and

WHEREAS, sufficient funds are available in the Public Facilities Upkeep, Greenway Preservation and Greenway Enhancement set asides.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Physical Development Director, or their designee, to execute a Joint Powers Agreement, as substantially presented, with the City of Inver Grove Heights for the Mississippi River Greenway and Veterans Memorial Greenway that require routine and deferred maintenance, or replacement of Greenway Regional trail infrastructure according to the County's existing maintenance service standards, subject to approval by the County Attorney's Office as to form.

#### **PREVIOUS BOARD ACTION**

99-526; 9/21/99

08-332; 9/9/08

12-152; 3/27/12

16-204; 4/19/16

17-493; 9/26/17

24-188; 4/9/24

#### **ATTACHMENTS**

Attachment: Project Location Map

Attachment: Draft Maintenance Agreement

Attachment: Open and Planned Map

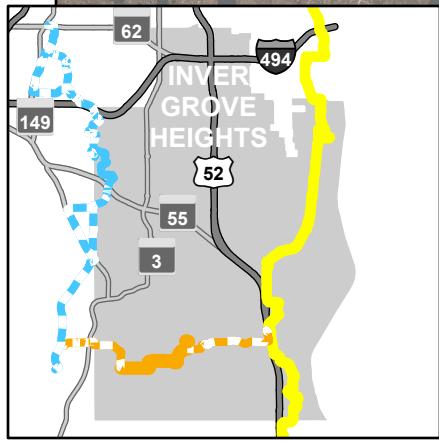
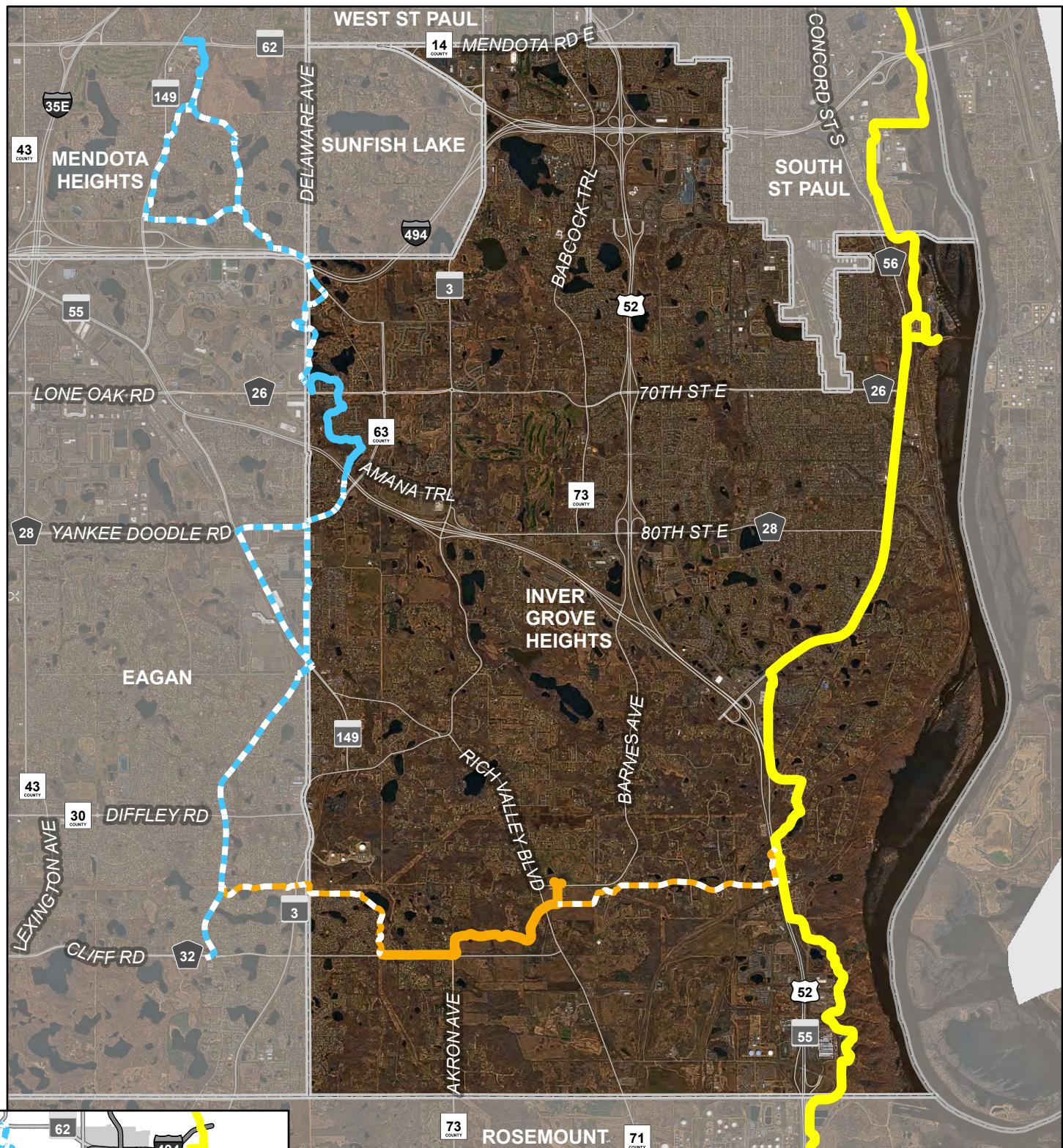
#### **BOARD GOALS**

- 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: Tony Wotzka



- Mississippi River Greenway
- Lebanon Hills Greenway
- Veterans Memorial Greenway
- Phase 1
- Phases 2 and 3
- Open
- Proposed

0 0.5 1 2 Miles



Copyright 2026, Dakota County  
 This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only. Dakota County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact this office.

**JOINT POWERS AGREEMENT BETWEEN  
THE COUNTY OF DAKOTA AND THE CITY OF INVER GROVE HEIGHTS  
FOR MAINTENANCE OF GREENWAYS, TRAILS AND ASSOCIATED IMPROVEMENTS**

This Joint Powers Agreement ("Agreement") is between the County of Dakota, by and through Dakota County Parks ("County") and the City of Inver Grove Heights ("City"). This Agreement uses the word "Parties" for both the County and the City.

**WHEREAS**, the County and City are governmental units as that term is defined in Minn. Stat. § 471.59.

**WHEREAS**, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties.

**WHEREAS**, the Parties have cooperated and intend to continue to cooperate in the construction of various Greenway and other regional and local trail segments and associated improvements within the City.

**WHEREAS**, the City and County recognize that it may be efficient and cost-effective to share resources and cooperate in maintaining certain Greenway and trail segments and their associated improvements.

**WHEREAS**, the County and City entered into a Joint Powers Agreement dated April 12, 2012 for construction of the portion of the Mississippi River Greenway (the "MRGW") located within the City, which Agreement included a separate Supplemental Maintenance Agreement, under which the County agreed to be responsible for maintaining the portion of the MRGW located within the City and the City agreed to be responsible for maintaining certain infrastructure connected to or located within the MRGW easement (the "MRGW SMA").

**WHEREAS**, the County and City also entered into a Joint Powers Agreement dated June 5, 2024 for the location and construction of the portion of the Veterans Memorial Greenway (the "VMGW") located within the City, which Agreement provided that the parties would enter into a future supplemental maintenance agreement relating to the Parties' maintenance obligations for the portions of the VMGW located within the City and for certain trail segments and improvements located within the City's Rich Valley Park.

**WHEREAS**, the County and City also entered into a Joint Powers Agreement dated June 10, 2013 relating to the shared use, operation and maintenance of the Rock Island Swing Bridge Wayside Rest Facility and the use of adjacent City park facilities (the "Rock Island Swing Bridge Agreement").

**WHEREAS**, the City and the County recognize that it will be efficient to have a single master maintenance agreement for all Greenway and associated trail segments within the City, and to provide for that agreement to be modified over time as improvements are added or removed and as cooperative opportunities and maintenance efficiencies may change.

**WHEREAS**, notwithstanding the Parties' desire to maintain a single master maintenance agreement, the County and City still wish to maintain the Rock Island Swing Bridge Agreement so as to preserve the use, operation and maintenance provisions in that agreement.

**WHEREAS**, the City and the County therefore desire to enter into this Agreement for the purpose of replacing the Parties' previous separate Greenway maintenance agreements, with the exception of the Rock Island Swing Bridge Agreement, and identifying current and future cooperative maintenance opportunities and the responsibilities of the Parties for maintaining various regional and local improvements within the City.

**NOW, THEREFORE**, the Parties agree as follows:

## **ARTICLE 1** **PURPOSE**

The purpose of this Agreement is to set out the respective duties and responsibilities of the County and the City for the maintenance of Greenways and other regional and local trail segments located within the City and their associated improvements, as more fully described herein. This Agreement shall replace the MRGW SMA and accordingly, the Parties hereby terminate that agreement as of the Effective Date of this Agreement. Following the Effective Date, the Parties' maintenance responsibilities and other obligations relating to the MRGW and VMGW shall be governed by this Agreement. The Rock Island Swing Bridge Agreement is not terminated and shall remain in effect until and unless terminated under the terms of that agreement.

## **ARTICLE 2** **TERM**

This Agreement shall be effective as of the date of the signatures of the Parties (the "Effective Date") and shall remain in effect until terminated as provided herein, or until termination is required by operation of law or by decision of a court of competent jurisdiction.

## **ARTICLE 3** **MAINTENANCE**

**4.1 County Maintenance Obligations.** Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the County will be responsible for the routine maintenance, repair and replacement of the County's trail improvements located within the Greenway segment(s) shown on the attached Exhibit 1 (the "Greenway Improvements"), at no cost to the City. The County's maintenance obligations shall be limited to those Greenway Improvements constructed within areas for which the County has an easement or other right to use and maintain property for the Greenway Improvements, including through this Agreement, as determined by the County. The County will maintain, repair and replace the Greenway Improvements according to the County's then-existing maintenance service standards, subject to available funding, and according to a schedule to be determined by the County in its sole discretion.

**4.2 City Maintenance Obligations.** Unless otherwise specified in this Agreement, including within any Exhibit to this Agreement, the City will be responsible for all routine maintenance, repair and replacement of any City-owned trail improvements connected to the Greenway Improvements (the "City Improvements"), at no cost to the County. The City will maintain the City Improvements according to the City's then-existing maintenance service standards, subject to available funding, and according to a schedule to be determined by the City in its sole discretion.

#### **4.3 Cooperative Maintenance Responsibilities, Payment.**

4.3.1 City Greenway Maintenance. The City will be responsible for routine maintenance for those Greenway Improvement segments shown on Exhibit 2 and any addendum to Exhibit 2 (collectively referred to herein as “Exhibit 2”). The specific tasks required for routine maintenance relating to individual Greenway segments shall be identified on the applicable portion of Exhibit 2. Unless otherwise specified on Exhibit 2, the City shall not be responsible for any maintenance, repair or replacement of the Greenway Improvements but may notify the County if repairs may be necessary.

4.3.2 County Local Improvement Maintenance. The County will be responsible for all routine maintenance for those segments of any City Improvements shown on Exhibit 3 and any addendum to Exhibit 3, if any (collectively referred to herein as “Exhibit 3”). The specific tasks required for routine maintenance relating to individual City Improvements shall be identified on the applicable portion of Exhibit 3. Unless otherwise specified on Exhibit 3, the County shall not be responsible for any maintenance, repair and replacement of the City Improvements but may notify the City if repairs may be necessary.

4.3.3 Payment for Cooperative Maintenance. A Party assuming a maintenance obligation under this Agreement shall be compensated according to the amounts, if any, identified on the applicable Exhibit. By way of example, the Exhibits may identify a per mile charge for certain tasks (such as snow removal, cleaning, mowing) and/or a per unit or flat charge for certain tasks (such as emptying trash receptacles), or any other appropriate compensation method agreeable to the Parties. In addition, the Parties may provide on the Exhibits that no compensation is appropriate if the Parties agree that their shared maintenance obligations for each other’s improvements are roughly equal.

4.3.4 Adjustments for Cooperative Maintenance Payments. The City and the County will meet prior to June 1 each year as provided in Article 6 of this Agreement, to evaluate and establish the compensation rates that will be applicable to their respective maintenance obligations for the following calendar year, and the compensation rates may be modified by agreement of the Parties. Following the annual meeting, a Party proposing an increase in compensation rates shall provide written notice of such increase to the other Party’s Authorized Representative. The Authorized Representative will respond in writing within 60 days and may request additional information or may, in its discretion, accept or reject the proposed rate increase. If the rate increase is accepted, the Parties shall memorialize a modification to the applicable Exhibit by amendment or by separate addendum referencing this Agreement. If the proposed compensation rate increase is rejected or if the proposed increase has not been accepted or rejected in writing within 60 days from the date the written proposal was submitted, the proposing Party may terminate this Agreement as set forth in Section 8.1.

4.4 New Improvements. The Parties will coordinate on the installation of new Greenway improvements and new City improvements that may be connected to current or future Greenway improvements (the “Additional Improvements”). The Parties may include Additional Improvements within the cooperative maintenance responsibilities identified in this Agreement through a written amendment to the Agreement and the applicable Exhibit(s). Any such amendment shall be considered a material amendment under Section 7.3 of this Agreement.

### **ARTICLE 5**

## **ACCESS AND USE RIGHTS**

**5.1 City Access to Greenway Easements.** The City may reasonably access the Greenway Improvements for purposes of fulfilling its obligations under this Agreement and for other purposes related to routine work relating to the City Improvements. The City will contact the County prior to beginning any work that requires Greenway closure, or the use of equipment that interrupts or interferes with the County or the public's use of the Greenway Improvements. The City may be required to obtain a special use permit from the County for such extended access.

**5.2 County Access to City Right-of-Way and Property.** The County may reasonably access City right-of-way and other City-owned property for purposes of fulfilling its obligations under this Agreement and for other purposes in connection with routine work relating to improvements owned by the County and connected to City Improvements. The County will contact the City prior to beginning any work that requires any closure of City right-of-way, or the use of equipment that interrupts or interferes with the City's or the public's use of City right-of-way or other property. The County may be required to obtain a special use permit from the City for such extended access.

**5.3 Perpetual License for Greenway Improvements.** Except for those Greenway areas where the City has previously granted an easement to the County, the City, through this Agreement, grants a perpetual license for the County and its employees, agents and contractors to install, maintain, repair and replace the Greenway Improvements for those Greenway segments shown on Exhibit 1 that are located on City property or within City right-of-way. The perpetual license shall survive expiration or termination of this Agreement. The perpetual license shall be subject to the City's right to require relocation of the Greenway Improvements pursuant to applicable law. The City's right to require relocation shall also survive expiration or termination of this Agreement.

**5.4 Permanent Easements for Greenway Improvements.** At the County's request, and limited to City-owned property, the City will replace the license provided for in section 5.3 with permanent easements for the Greenway Improvements shown on Exhibit 1. The City will execute documents reasonably necessary to convey permanent easements for the Greenway Improvements. The County will provide all surveying and other documentation and information necessary for the City to grant the requested permanent easements.

## **ARTICLE 6** **ANNUAL REVIEW**

The parties shall confer annually to review the parties' respective maintenance obligations and to discuss any issues the parties may have relating to this Agreement. The annual meeting shall occur on or before June 1 of each year, unless a later date is agreeable to both parties for their convenience.

## **ARTICLE 7** **AMENDMENTS**

**7.1 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.

**7.2 Administrative Amendments.** The Authorized Representatives may make non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. Any such modification or amendment shall not be effective until incorporated as a written amendment to this Agreement pursuant to section 7.1. Notwithstanding the foregoing, the Parties may adjust the compensation rates provided for in Section 4.3.4 through a written addendum explicitly referencing this Agreement and the applicable Exhibit(s). Modification of the maintenance obligations identified in the Exhibits to this Agreement made for the convenience of the Parties shall be considered a non-material amendment, provided that the Parties' Authorized Representatives determine that such modifications do not significantly impact the Party's approved budget for its obligations under this Agreement. Nothing in this Section 7.2 requires a Party to process an amendment administratively if, in the Party's sole discretion, the Party determines that a proposed amendment should be reviewed by its governing body.

**7.3. Material Amendments.** Any material changes to this Agreement, including but not limited to the addition or removal of any Greenway Improvement segments to or from Exhibit 1 or the modification of maintenance obligations that, in the view of an individual Party, significantly impact that Party's maintenance budget, including but not limited to costs of materials, equipment, and wages, shall require authorization and approval by the Parties' respective governing bodies. A Party may unilaterally choose to have its governing body approve an increase in compensation rates established in Section 4.3.4 of this Agreement. A decision by a Party to have its governing body approve one or more annual compensation rate increases shall not require the other Party to also request approval from its governing body.

## **ARTICLE 8** **TERMINATION**

**8.1 With or Without Cause.** This Agreement may be terminated with or without cause, by either Party upon sixty (60) calendar days' written notice of intent to terminate.

**8.2 Non-Appropriation of Funds.** Notwithstanding any provision of this Agreement to the contrary, either Party may terminate this Agreement immediately in the event the 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.

## **ARTICLE 9** **AUTHORIZED REPRESENTATIVES AND LIAISONS**

**9.1 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:

**To the City:**

Brenda Dietrich  
Mayor  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**To the County:**

Georg T. Fischer  
Physical Development Division Director  
14955 Galaxie Avenue  
Apple Valley, MN 55124

**9.2 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:

**City Liaison**

Brian Connolly  
Public Works Director  
651-450-2571  
[bconnolly@ighmn.gov](mailto:bconnolly@ighmn.gov)

**County Liaison**

Tony Wotzka  
Parks Greenway Manager  
952-891-7966  
[tony.wotzka@co.dakota.mn.us](mailto:tony.wotzka@co.dakota.mn.us)

**ARTICLE 10  
LIABILITY**

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 10 shall survive the expiration or termination of this Agreement.

**ARTICLE 11  
GENERAL PROVISIONS**

**11.1 Conflict Resolution.** The County and City will cooperate in the coordination of operations and maintenance of the Greenway Improvements, City Improvements, and any Additional Improvements. The City and County Authorized Representatives, or successors, will be responsible for resolving issues and conflicts. If the Authorized Representatives are unable to reconcile issues and conflicts the responsibility for resolution shall be forwarded to the County Manager and City Administrator.

**11.2 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.

**11.3 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.

**11.4 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.

**11.5 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.

**11.6 Minnesota Law Governs.** 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.

**11.7 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.

**11.8 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.

**11.9 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.

**11.10 Electronic Signatures.** Each Party agrees the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

**11.11 Incorporation of Recitals and Exhibits.** The Recitals at the beginning of this Agreement and the Exhibits attached to this Agreement, including any addendum to an Exhibit, are each true and correct, and are incorporated into and made part of this Agreement.

IN WITNESS THEREOF, the Parties have caused this agreement to be executed by their duly authorized officials.

**DAKOTA COUNTY**

By: \_\_\_\_\_  
Georg T. Fischer, Director  
Physical Development Division

Date of signature: \_\_\_\_\_

County Board Res. No. TBD

**CITY OF INVER GROVE HEIGHTS**

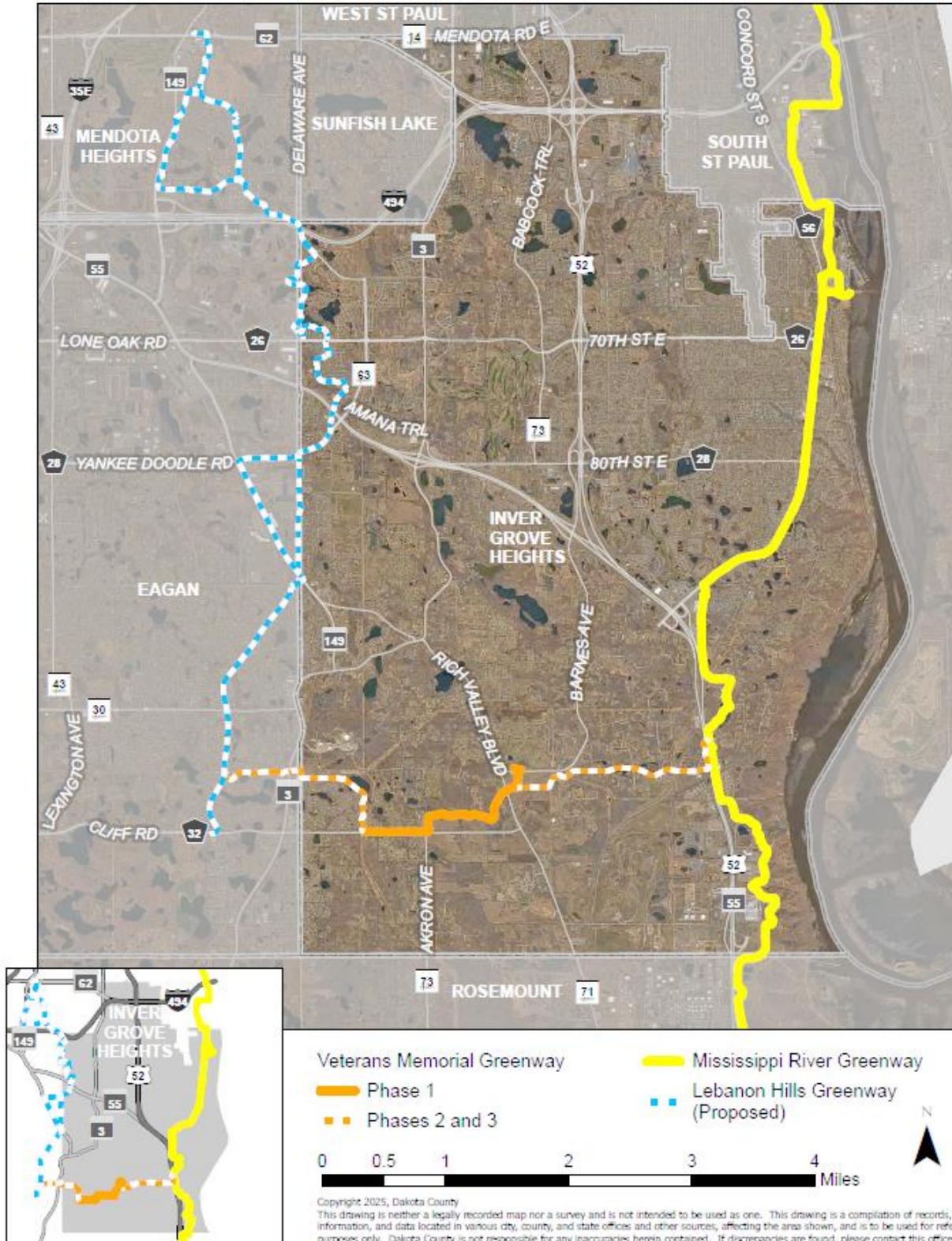
By: \_\_\_\_\_  
Brenda Dietrich, Mayor

Date of signature: \_\_\_\_\_

By: \_\_\_\_\_  
Rebecca Kiernan, City Clerk

DRAFT

**EXHIBIT 1**  
**COUNTY GREENWAY IMPROVEMENTS**



## EXHIBIT 2

### CITY MISSISSIPPI RIVER GREENWAY MAINTENANCE OBLIGATIONS



I. **Maintenance**

A. Mississippi River Greenway: 120<sup>th</sup> Street (Inver Grove Heights City Boundary to Linden Street

(1) None

B. Swing Bridge Trailhead:

(1) As provided under the Parties' Joint Powers Agreement for Maintenance, Use and Operation of the Rock Island Swing Bridge Wayside Rest Facility, dated June 10, 2013 (Dakota County Contract #C0025104)

### EXHIBIT 3

#### CITY VETERANS MEMORIAL GREENWAY MAINTENANCE OBLIGATIONS



I. **Maintenance**

A. **Veterans Memorial Greenway: Alameda Path to Rich Valley Park**

- (1) Rich Valley Park Playground Parking Lot
- (2) 150' Local trail spur from 105<sup>th</sup> Street crossing to main parking lot

DRAFT

EXHIBIT 4

**COUNTY MAINTENANCE OBLIGATIONS FOR CITY TRAILS AND FACILITIES**

NONE

DRAFT



Mississippi River Greenway      Lebanon Hills Greenway

Veterans Memorial Greenway

Phase 1

Phases 2 and 3

0      0.5      1      2 Miles



Copyright 2026, Dakota County

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only. Dakota County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact this office.



# Board of Commissioners

## Request for Board Action

---

Item Number: DC-5087

Agenda #: 9.2

Meeting Date: 1/20/2026

---

**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### **TITLE**

**Approval Of Special Hazardous Waste Processing Facility License For ShopJimmy.Com LLC, Burnsville**

### **PURPOSE/ACTION REQUESTED**

Approve a special hazardous waste and universal waste processing facility license for ShopJimmy.Com LLC, located in the city of Burnsville.

### **SUMMARY**

#### License Application

ShopJimmy.Com LLC (ShopJimmy.com) has applied to operate a special hazardous waste and universal waste processing facility located at 2300 Highway 13 West, Burnsville (Attachment: Location Map). ShopJimmy.com, will disassemble business electronics and appliances. They then resell electronics components. Materials not suitable for resale (e.g., some circuit boards, metal, plastic, batteries, and lamps) will be processed off-site. No more than 30,000 pounds of unprocessed electronic waste will be on-site at any given time.

Dakota County Ordinance No. 111, Hazardous Waste Regulation, Section 4.02(A)(3), states that any facility where special hazardous waste is disassembled or processed for recycling must be licensed by Dakota County.

#### Other Agencies

The City of Burnsville considers this facility a permitted use of the property. The Minnesota Pollution Control Agency does not license or permit special hazardous waste processing facilities.

#### Financial Assurance

Environmental Resources staff has determined that closure costs for the facility amount to more than \$10,000. In accordance with Ordinance No. 111, Hazardous Waste Regulation, Section 4.08(B)(1)(a), financial assurance is required.

### **RECOMMENDATION**

Environmental Resources staff has reviewed the facility license application submitted by ShopJimmy.com for this special hazardous waste processing facility and finds that it meets the requirements of Ordinance No. 111. Staff recommends that the Dakota County Board of Commissioners approve issuance of the license for the time period of January 20, 2026, through March 31, 2027, upon receipt of license fee.

**EXPLANATION OF FISCAL/FTE IMPACTS**

ShopJimmy.com paid an application fee of \$327.16 and will pay the 2026 license fee of \$822.63. License fees are paid annually based on county board adopted fee schedules. These fees will be recorded as revenues in the Environmental Legacy Fund (ELF).

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

**RESOLUTION**

WHEREAS, in accordance with Dakota County Ordinance 111, Hazardous Waste Regulation, ShopJimmy.Com LLC, submitted a license application to Dakota County for a special hazardous waste and universal waste processing facility to be operated in the city of Burnsville; and

WHEREAS, staff has reviewed the application and operations plan from ShopJimmy.Com LLC for the proposed special hazardous waste processing facility and has determined: (1) the application was submitted on the required department form; (2) the applicant provided such information as is needed for Dakota County to administer Dakota County Ordinance 111, including the information specified in Minn. R. 7045.0230; and (3) paid the application fee; all in conformance with the requirements of Dakota County Ordinance 111, Hazardous Waste Regulation; and

WHEREAS, staff has determined that ShopJimmy.Com LLC, requires financial assurance in accordance with Dakota County Ordinance 111, Hazardous Waste Regulation.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby approves issuance of a license pursuant to Dakota County Ordinance 111, Hazardous Waste Regulation, to ShopJimmy.Com LLC, for a special hazardous waste and universal waste processing facility in the city of Burnsville from January 20, 2026, to March 31, 2027, subject to compliance with all applicable federal, state, local, and County laws, rules, and ordinance requirements or special conditions; and

BE IT FURTHER RESOLVED, That ShopJimmy.Com LLC shall operate the special hazardous waste processing facility in accordance with the plans and information approved as part of its license application to Dakota County; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to issue a hazardous waste facility license, as approved by the Dakota County Board of Commissioners, to ShopJimmy.Com LLC, subject to the payment of required fees and the satisfaction of all appropriate license conditions.

**PREVIOUS BOARD ACTION**

None.

**ATTACHMENTS**

Attachment: Location Map

**BOARD GOALS**

Thriving People       A Healthy Environment with Quality Natural Resources

A Successful Place for Business and Jobs

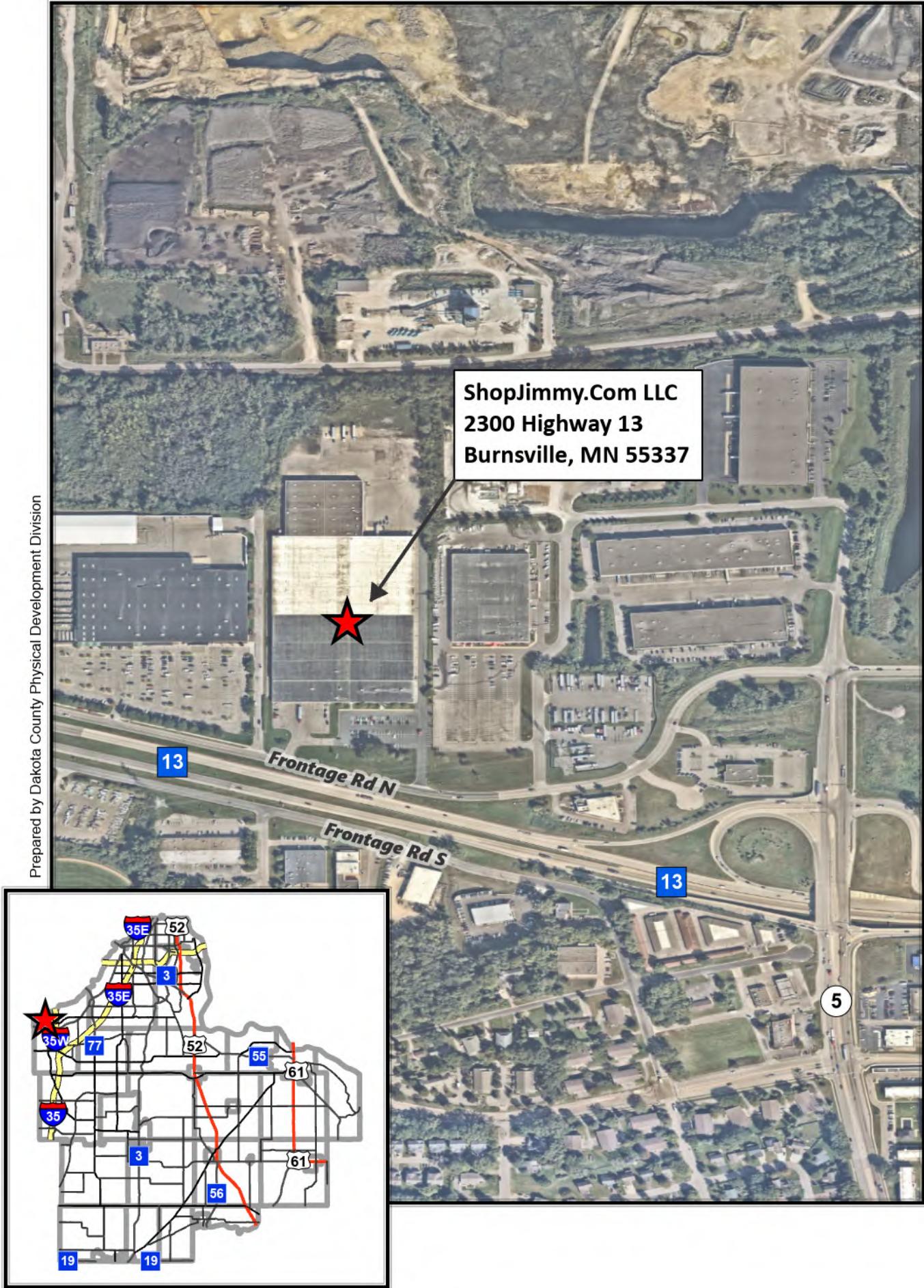
Excellence in Public Service

**CONTACT**

Department Head: Nikki Stewart

Author: Dave Magnuson

# Location Map





# Board of Commissioners

## Request for Board Action

---

Item Number: DC-5148

Agenda #: 9.3

Meeting Date: 1/20/2026

---

**DEPARTMENT:** Environmental Resources

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization To Execute Contract With GEI Consultants, Inc. For Consultation Services For Byllesby Dam Comprehensive Assessment**

### **PURPOSE/ACTION REQUESTED**

Authorize the execution of a contract with GEI Consultants, Inc., for consultation services to complete a Comprehensive Assessment (CA) for the Byllesby Dam that will be the ninth inspection under the Part 12D program mandated by the Federal Energy Regulatory Commission (FERC).

### **SUMMARY**

Byllesby Dam is required to comply with dam safety regulations administered through the FERC, and the Part 12D inspection program, requiring periodic assessments by an independent consultant, is a core component of the applicable regulations. Historically, eight prior Part 12D inspections have been conducted at the Byllesby Dam going back to 1987 and occurring every five years. In 2021-22, the Part 12D inspection program was updated significantly with additional complexity in response to recent dam failure events and other findings.

Under the updated requirements, every other inspection will now be completed as a CA (i.e., occurs every ten years alternating with a less involved inspection). The main components of a CA include a site inspection, a review of records and the dam safety monitoring plan, an overhaul of the probable failure mode analysis, and the completion of a risk assessment. Additionally, hydraulic models and assessments for the dam are planned to be updated under this contract in preparation for the completion of the CA starting in 2026. Dakota County must complete the CA by the end of 2027. The anticipated contract term is May 2026 through March 2028 to accommodate all CA requirements.

Staff sent out a request for proposals to five firms and received four proposals in response. All four proposals received had technically competent staff that could complete the work and serve in the roles required by the FERC, but one of the four was not cost comparable with the others. Based on a review of the technical competency, staff quality, assessment approach, and value of the services provided, staff proposes to contract with GEI Consultants, Inc. to complete the CA. The cost of services under the proposal being sought for contracting is \$409,304.

### **RECOMMENDATION**

Staff recommends that the authorization to execute a contract with GEI Consultants, Inc., for consultation services for a CA as the ninth Part 12D inspection for the Byllesby Dam.

### **EXPLANATION OF FISCAL/FTE IMPACTS**

The total cost for services over the two-year contract period is \$409,304. The budget for this contract is \$150,000 in 2026, which is included in the approved 2026 budget for the Byllesby Dam Enterprise Fund. The cost of the contract will be paid for by revenues earned from energy sales. The remaining balance of \$259,304 will be included in the County Manager's 2027 Recommended Budget for the Byllesby Dam Enterprise Fund.

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

## **RESOLUTION**

WHEREAS, Dakota County owns the Byllesby Dam and operates the dam and its hydroelectric facility under the dam safety regulations of the Federal Energy Regulatory Commission (FERC); and

WHEREAS, periodic assessments of the dam by an independent consultant under the Part 12D Inspection program are a core component of the applicable regulations; and

WHEREAS, the Part 12D Inspection program was updated to include additional complexity in the form of a Comprehensive Assessment (CA), which includes a site inspection and the completion of a risk assessment, among other activities; and

WHEREAS, staff sent out a request for proposals to five firms and received four proposals in response; and

WHEREAS, staff proposes to contract with GEI Consultants, Inc. to complete the CA based on a review of the technical competency, staff quality, assessment approach, and value of the services provided in the proposal.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Environmental Resources Director to execute a contract with GEI Consultants, Inc. for consultation services for a Comprehensive Assessment as the ninth Part 12D Inspection for the Byllesby Dam in an amount to exceed \$409,304.

## **PREVIOUS BOARD ACTION**

None.

## **ATTACHMENTS**

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: Nikki Stewart  
Author: Mark Ryan



# Board of Commissioners

## Request for Board Action

---

Item Number: DC-5193

Agenda #: 9.4

Meeting Date: 1/20/2026

---

**DEPARTMENT:** Transportation

**FILE TYPE:** Consent Action

### **TITLE**

**Authorization To Execute Contract With Stonebrooke Engineering, Inc. For Final Design, Execute Joint Powers Agreement With City Of Burnsville, And Amend 2026 Transportation CIP Budget For County State Aid Highway 38 (McAndrews Road) In City of Burnsville, County Project 38-61**

### **PURPOSE/ACTION REQUESTED**

Authorize execution of a Professional Design Services contract with Stonebrooke Engineering, Inc. to complete the CSAH 38 Final Design project to address crash safety, mobility issues, and improve pedestrian and bicycle access along the corridor, County Project (CP) 38-61. Authorize execution of a joint powers agreement (JPA) with the City of Burnsville to establish cost share and project responsibilities. Authorize a budget amendment to the 2026 Transportation Capital Improvement Program (CIP) Adopted Budget.

### **SUMMARY**

Dakota County, in partnership with the City of Burnsville, is advancing the CSAH 38 Final Design project along McAndrews Road from CSAH 5 to Aldrich Avenue S to address safety, mobility, and multimodal connectivity challenges. The corridor currently experiences high crash rates at Irving Avenue and 141st Street, operational issues for minor street traffic, and limited pedestrian and bicycle access.

Proposed improvements include:

- Constructing a roundabout at Irving Avenue
- Modifying and installing traffic signals (including Burnhaven Drive)
- Adding a new trail on the south side and improving crossings
- Implementing access management through medians and three-quarter intersections
- Completing mill and overlay design services along CSAH 5 between 140th Street and CSAH 42

These enhancements aim to improve safety, traffic operations, and connectivity for residents, businesses, and all modes of travel. The project builds on previous studies (2020 safety review, 2024/2025 corridor study) and incorporates MnDOT's Level 1 Layout recommendations. The project is assumed to be federally funded, with an October 2027 letting and 2028 construction planned. This action is critical to maintain the October 2027 letting and 2028 construction schedule and ensure compliance with federal funding requirements.

### Background

By Resolution No. 23-585 (December 19, 2023), and subsequent contract amendment by Resolution No. 25-089 (February 18, 2025), the original contract with Short Elliott Hendrickson, Inc. focused on preliminary engineering and corridor study work to identify safety and mobility needs and develop a MnDOT Level 1 Layout for CSAH 38. At that time, final design was anticipated to begin in 2025 and therefore was not included in the 2026 CIP. However, staffing changes and extended public engagement delayed the award of the design contract. These additional efforts were necessary to refine alternatives, address community concerns, and position the project for federal funding eligibility. As a result, the final design contract with Stonebrooke Engineering, Inc. now requires a 2026 CIP budget amendment to maintain the October 2027 letting and 2028 construction schedule and ensure compliance with federal requirements.

Key design challenges include managing utility relocations, protecting critical electrical infrastructure, minimizing retaining walls, and ensuring ADA compliance for roundabouts. Safety remains the primary driver, with Irving Avenue and 141st Street ranked among the County's highest crash locations.

### Consultant Selection

An RFP was issued for comprehensive transportation project design services; three proposals were received and evaluated on project understanding, work plan, staff qualifications, and cost structure. **Stonebrooke Engineering, Inc.** was selected as the preferred value consultant based on its exceptional approach and thorough review of critical issues.

### Cost Proposals:

Consultant	Amount	Hours	Cost/Hour
SEH	\$1,157,563.75	6,200	\$187
Bolton & Menk	\$1,025,532.00	5,987	\$171
<b>Stonebrooke Eng.</b>	<b>\$899,966.00</b>	5,977	\$151

Stonebrooke Engineering, Inc. demonstrated superior alignment with project needs and goals to deliver Final Design and related engineering services.

By Resolution No. 12-511 (October 23, 2012), the County Board adopted the Advance Funding City Cost Share Policy for Transportation CIP Projects (AF Policy). The City of Burnsville has requested to use this policy to advance its full estimated 2026 design cost share of \$175,027 for CP 38-61, as it does not currently have funds programmed in their budget. Burnsville proposes to reimburse the County in full by May 2027, consistent with the AF Policy, and the 2026 Transportation Capital Improvement Program (CIP) has sufficient capacity to accommodate this advance.

### **RECOMMENDATION**

Staff recommends execution of a Final Design contract with Stonebrooke Engineering, Inc. for professional design services for County Project 38-61 (CSAH 38 Final Design) for actual costs not to exceed \$899,966.00, and execution of a Joint Powers Agreement with the City of Burnsville.

### **EXPLANATION OF FISCAL/FTE IMPACTS**

The 2026-2030 Transportation Capital Improvement Program (CIP) Adopted Budget does not include funding for preliminary and final engineering for County Project (CP) 38-61. A budget amendment is necessary to increase the project budget by \$899,966.00 for consulting services.

For the design phase, the consultant contract for preliminary and final engineering will be cost-shared at 80 percent Dakota County and 20 percent City of Burnsville, based on blended cost share, in accordance with the adopted County Cost Share Policy and the Joint Powers Agreement (to be executed). This allocation ensures equitable participation by both agencies in advancing the final design of the CSAH 38 corridor.

Cost participation for this project is based on a preliminary cost estimate that follows Dakota County's Highway Cost Share Policy:

- Preservation work, including mill and overlay and trail resurfacing (Policy F.1), is funded 100 percent by the County.
- Roadway reconstruction and trail conversion under Replacement and Modernization (F.1) are shared at 85 percent County and 15 percent City.
- Traffic signal costs (F.4) are split based on approach legs:
  - New signal installation at Burnhaven Drive: 55 percent County / 45 percent City
  - Modifications to existing signals at CSAH 38 and CSAH 5: 75 percent County / 25 percent City
- The roundabout at Irving Avenue (F.13) is allocated per approach leg, resulting in approximately 55 percent County / 45 percent City participation, excluding aesthetic elements.

The total estimated project cost is \$13,000,133, with the County share at \$10,431,688 and the City share at \$2,568,445, representing an overall blended estimated cost participation of approximately 80 percent County and 20 percent City.

### Current Budget

#### CP 38-61 CSAH 38: CSAH 5 to E of Burnhaven Dr - Intersection Improvements

Funding Source	Total Budget	Available Budget
Transportation Fund Balance	\$313,987	\$11,776.84
<b>Total</b>	<b>\$313,987</b>	<b>\$11,776.84</b>

### Amended Budget

#### CP 38-61 - CSAH 38: CSAH 5 to E of Burnhaven Dr - Intersection Improvements

Funding Source	Amended Budget
CSAH	\$719,973.00
City Cost Share (Advance Funding)	\$179,993.00
<b>Total</b>	<b>\$899,966.00</b>

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

### RESOLUTION

WHEREAS, Dakota County, in partnership with the City of Burnsville, is proceeding with County Project (CP) 38-61 to improve safety, mobility, and multimodal access along CSAH 38 (McAndrews Road); and

WHEREAS, Dakota County is the lead agency for CP 38-61 final design; and

WHEREAS, the Adopted 2026 Transportation Capital Improvement Program (CIP) does not include sufficient funding for design services; and

WHEREAS, a budget amendment is required to increase the consultant design services budget by \$899,966.00; and

WHEREAS, the Transportation Department issued a Request for Proposals (RFP) and evaluated three proposals; and

WHEREAS, Stonebrooke Engineering, Inc. submitted the most complete and responsive proposal; and

WHEREAS, the City of Burnsville concurs with this recommendation; and

WHEREAS, cost participation for construction will follow adopted County policy, and design phase cost participation will be 80 percent Dakota County and 20 percent City of Burnsville, consistent with the Joint Powers Agreement to be executed; and

WHEREAS, the County Board adopted the Advance Funding City Cost Share Policy for Transportation CIP Projects (AF Policy). The City of Burnsville has requested to use this policy to advance its full estimated 2026 design cost share of \$179,993.00 for CP 38-61, as City does not currently have funds programmed in their budget. Burnsville proposes to reimburse the County in full by May 2027, consistent with the AF Policy, and the 2026 Transportation Capital Improvement Program (CIP) has sufficient capacity to accommodate this advance.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners authorizes the Transportation Director, or their designee, to execute a contract with Stonebrooke Engineering, Inc. for engineering design consulting services for CP 38-61 in an amount not to exceed \$899,966.00, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Board authorizes a budget amendment to increase the CP 38-61 budget by \$899,966.00 utilizing CSAH funds and City participation; and

BE IT FURTHER RESOLVED, That the 2026 Transportation Capital Improvement Program is amended as follows:

<b>Expense</b>	
County Project 38-61	\$899,966
<b>Total Expense</b>	<b>\$899,966</b>

<b>Revenue</b>	
City of Burnsville (Advance Funding)	\$179,993

CSAH	\$719,973
<b>Total Revenue</b>	<b>\$899,966</b>

**PREVIOUS BOARD ACTION**

25-089; 02/18/25

23-585; 12/19/23

**ATTACHMENTS**

Attachment: Location Map

Attachment: Consultant Evaluation Summary

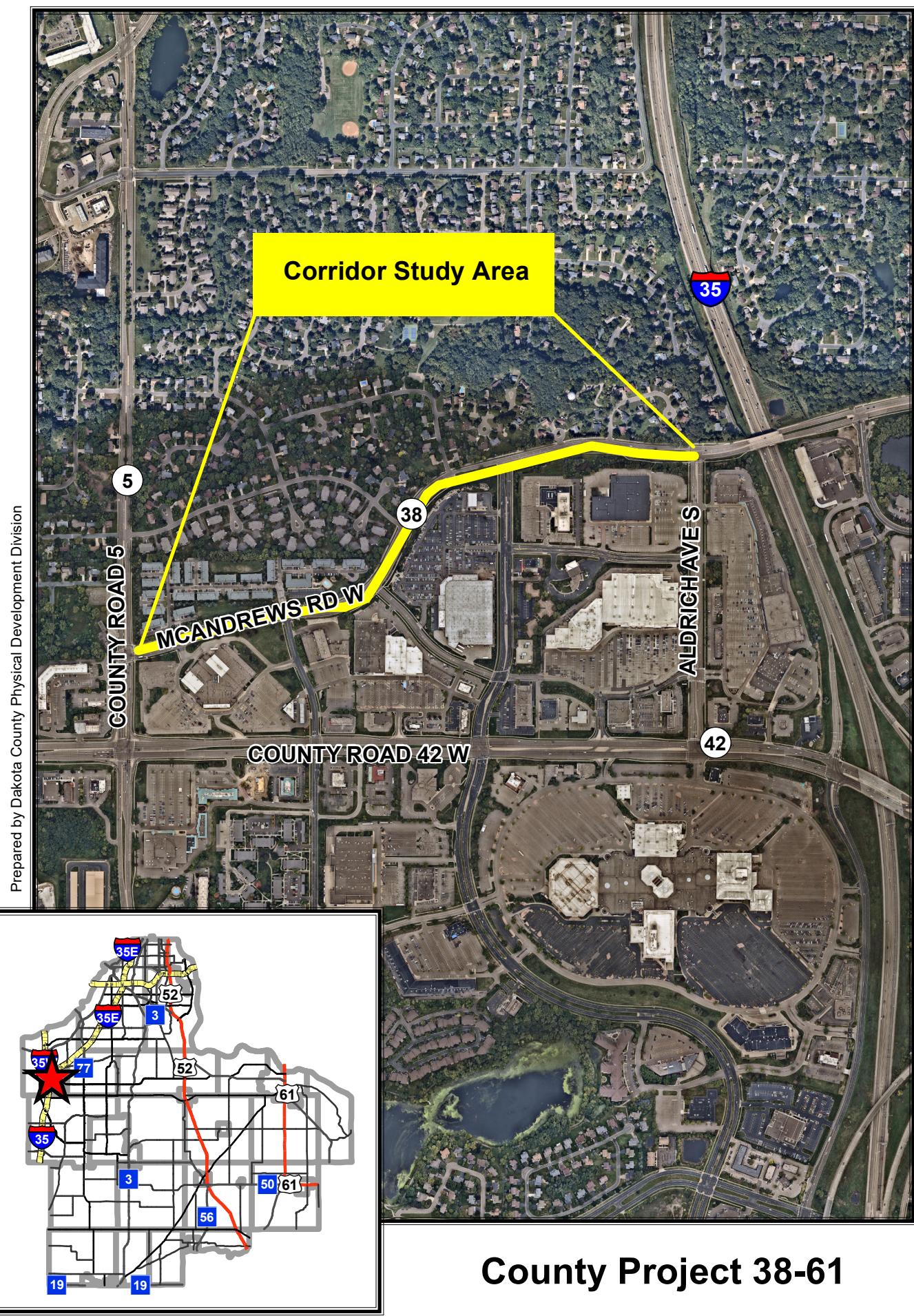
**BOARD GOALS**

<input checked="" 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 type="checkbox"/> Excellence in Public Service

**CONTACT**

Department Head: Erin Laberee

Author: Saeed Kanwar



## **Consultant Evaluation Summary For County Project 38-61**

### **Consultant Services Description:**

CP 38-61 includes final engineering design project along McAndrews Road from CSAH 5 to Aldrich Avenue S to address safety, mobility, and multimodal connectivity challenges. The corridor currently experiences high crash rates at Irving Avenue and 141st Street, operational issues for minor street traffic, and limited pedestrian and bicycle access. Proposed improvements include, constructing a roundabout at Irving Avenue, modifying and installing traffic signals (including Burnhaven Drive), adding a new trial on the south side and improving crossings, implementing access management through medians and three-quarter intersections, and completing mill and overlay design services along CSAH 5 between 140th Street and CSAH 42. These enhancements aim to improve safety, traffic operations, and connectivity for residents, businesses, and all modes of travel.

### **Scope of Consultant Services:**

The scope of work for CP 38-61 includes public open houses, additional public engagement strategies, agency coordination, field survey, data collection, conceptual layouts, recommendations for crossing enhancements, and recommendations for intersection control. CSAH 38 in the project segment serves both high density and single family residential on the north side of the roadway and a large commercial area on the south side.

### **Deliverables:**

The contract's deliverables include technical reports and conceptual layouts as follows: (1) survey data; (2) Signal Justification Letter (SJL); (3) Traffic Analysis Memo; (4) preliminary design layouts and design documentations memo (5) final design plans (6) bid package preparation. The contract deliverables will also include project management services and public/agency engagement as outlined below.

### **Public and Agency Engagement:**

Public outreach was one of the primary strengths for the consultant being recommended for selection of this project. Dakota County required multiple public open houses, web page content, business stakeholder coordination, and one pop up event in the request for proposals. The County encouraged consultants to provide innovative public outreach ideas as optional tasks in their proposal. Stonebrooke Engineering (the recommended design consultant) displayed strong understanding of meaningful public and pertinent agencies' engagement and detailed innovative suggestions of mediums of engagement and communication with the residents, business community, community committees, organizations, and advisory groups throughout the project.

### **Schedule:**

The contract schedule is planned from February 2026 to December 2027 (approximately 22 months).

### **Consultant Selection Summary:**

The Request for Proposals (RFP) for the required consultant services was released on November 10, 2025. Three (3) proposals were submitted to the County by the due date of December 10, 2025.

### **Review Team and Process:**

The three (3) proposals were reviewed by staff from Dakota County, including staff representing expertise in traffic engineering, multimodal analysis, and preliminary layout development. Proposals were reviewed and evaluated independently by review team members. The consensus reached by the proposal reviewers supported negotiating a contract with Stonebrooke Engineering with a value of \$899,966.

The proposals were evaluated and ranked based on the following 6 criteria:

1. Understanding Scope of Work, Deliverables, and Schedule: Based on completeness of the proposal, and clear understanding of the project scope, complexities, focus areas, deliverables, project decisions, and scheduling of tasks.

2. Project Approach: Based on conceptual and technical approach to delivery priorities and proposed tools or techniques to provide good value and quality.
3. Project Design Team and Expertise of Key Personnel: Based on qualifications and experience of the Project Manager and key staff proposed to work on the project.
4. Quality Control: Based on approaches to proactively manage risks and delivery of quality products on time and budget.
5. Past Performance on Similar Projects: Based on demonstration of projects the firm has successfully delivered that have similar goals and scope to the project.
6. Best Value Cost Proposal: Considered the quality and feasibility of the proposal and services for fee; the cost proposed vs. value to be provided; and the approach to complete the work within budget and schedule

**Evaluation Results:**

Dakota County staff selected Stonebrooke Engineering based on the detailed work plan provided in the firm's proposal, which presented an exceptional understanding of the project and an integrated approach to delivering all tasks by a qualified team. The Stonebrooke Engineering proposal provided the most complete response to the services needed, considering the project's many design elements and technical complexity. The Stonebrooke Engineering proposal was exceptional in addressing the balance of vehicle safety, multimodal safety, and vehicle mobility in their workplan. The proposal also clearly grasped the purpose of the study regarding analysis that has already been completed and the appropriate level of effort and detail needed for recommendations and conceptual layouts.

Stonebrooke Engineering fully demonstrated the importance of community engagement in the development of the corridor study. The project manager and public engagement lead roles stood out amongst the other consultants' teams. Another key differentiator of the recommended proposal was the level of detail and forethought put into the project approach and deliverable schedule.

**Summary of Proposed costs:**

<u>Consultant</u>	<u>Amount</u>	<u>Hours</u>	<u>Cost/Hour</u>
SEH	\$1,157,563.75	6,200	\$187
Bolten & Menk	\$1,025,532.00	5,987	\$171
Stonebrooke	\$899,966.00	5,977	\$151

**Recommendation:**

Staff recommends the consulting engineering firm Stonebrooke Engineering be awarded a design services contract for CP 38-61. Given the scope and complexities anticipated in the design work, the Stonebrooke Engineering and contract negotiations offered the best combination of complete approach, technical details identified and addressed, and the most credible contract cost from among the three (3) submitted proposals.



# Board of Commissioners

## Request for Board Action

---

Item Number: DC-5249

Agenda #: 10.1

Meeting Date: 1/20/2026

---

**DEPARTMENT:** Assessing Services

**FILE TYPE:** Regular Action

### **TITLE**

#### **Authorization To Execute A Contract Renewal with CycloMedia Technology, Inc. For Acquisition Of Street Level Images**

### **PURPOSE/ACTION REQUESTED**

Authorize execution of a contract renewal with CycloMedia Technology, Inc. for the acquisition of updated street-level imagery and use of licensed images and software.

### **SUMMARY**

Minn. Stat. § 273.08, Assessor Duties, mandates that "The assessor shall actually view, and determine the market value" of each property at least every five years. As advised by the International Association of Assessing Officers (IAAO), in certain cases when assessors have reliable and current real estate data, the effort of 'actually viewing' real estate can be accomplished digitally with current technologies. According to the IAAO, a current photo is less than six years old. MN Department of Revenue guidelines require updated imagery for the five-year quintile reassessment. Through a Request for Proposal issued on December 16, 2015, Dakota County solicited vendors to provide a proposal for the acquisition of countywide street-level images. By Resolution No. 16-144 (March 1, 2016), the Dakota County Board of Commissioners authorized a contract to be executed with CycloMedia Technology Inc. for acquisition of street-level images, and by Resolution No. 21-056 (January 19, 2021) authorized a contract renewal for updated imagery. The dates of those images are during the spring of 2021, which necessitates updated imagery in 2026 to comply with IAAO and Department of Revenue standards. Updated street view images are necessary to sustain the quality of values using desktop viewing of real estate.

Updated high-quality street-level imagery will:

- Support a business model of using technology to efficiently meet statutory revaluation requirements,
- Provide all appraisal staff the tools to make accurate valuation estimates without greater investment in field inspections,
- Ensure taxpayers expectations are met by establishing fair and accurate assessments, and
- Reinforce customer confidence by providing users who access the County's Property Information system (PIO) with up-to-date front images of properties.

### **RECOMMENDATION**

Staff recommends execution of a contract renewal with CycloMedia Technology, Inc. in an amount not to exceed \$578,775 for the acquisition of street-level imagery and a licensing and image hosting agreement for the use of supplemental images and software.

**EXPLANATION OF FISCAL/FTE IMPACTS**

This contract will be paid for using fund balance in the General Fund and is included in Assessing Services Department as part of the 2026 Adopted General Fund Budget.

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

**RESOLUTION**

WHEREAS, assessors are mandated in statute to actually view and determine the market value of each property at least every five years; and

WHEREAS, 'actually viewing' real estate can be accomplished digitally with today's technologies; and

WHEREAS, Dakota County Assessing Services has leveraged desktop inspection procedures to meet statutory quintile revaluation requirements, under industry standards, since 2006; and

WHEREAS, Assessing Services wishes to continue its business model of using technology to efficiently meet statutory revaluation requirements, provide all appraisal staff the tools to make accurate valuation estimates without greater investment in field inspections and ensure taxpayers expectations are met by establishing fair and accurate assessments; and

WHEREAS, through a Request for Proposals issued on December 16, 2015, Dakota County solicited vendors to provide a proposal for the acquisition of countywide street-level images; and

WHEREAS, by Resolution No. 16-144 (March 1, 2016), the Dakota County Board of Commissioners authorize a contract be executed with CycloMedia Technology Inc. for acquisition of street-level images in an amount not to exceed \$249,774; and

WHEREAS, by Resolution No. 21-056 (January 19, 2021), the Dakota County Board of Commissioners authorize a contract renewal with CycloMedia Technology Inc. for acquisition of street-level images in an amount not to exceed \$378,400 with additional image hosting costs of \$49,575 for a total 5-year project cost of \$427,975; and

WHEREAS, CycloMedia Technologies, Inc. submitted the renewal proposal that provides the best value to Dakota County for acquisition of street-level images as well as offering valuable access to a larger collection of licensed images and software to Assessing Services staff; and

WHEREAS, the estimated cost to secure this product from CycloMedia Technologies, Inc. is \$578,775 inclusive of licensing and image hosting costs; and

WHEREAS, funding for the street level images is included in the 2026 Assessing Services approved budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Assessor to execute a contract renewal with CycloMedia Technology, Inc. for the acquisition of street-level images and the use of licensed images and software in an amount not to exceed \$578,775, for a period of 5 years, subject to approval by the County Attorney's Office as to form.

## PREVIOUS BOARD ACTION

21-056; 1/19/21

16-144; 3/01/16

## ATTACHMENTS

Attachment: 2026 Contract

Attachment: Presentation Slides

## 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: Scott Lyons

Author: Scott Lyons

**CONTRACT BETWEEN DAKOTA COUNTY AND  
CYCLOMEDIA TECHNOLOGY, INC.  
FOR DIGITAL STREET-LEVEL IMAGE SERVICES AND LICENSE**

This Contract ("Contract") is made and entered into by and between Cyclomedia Technology, Inc. ("Cyclomedia" or "Contractor"), a Delaware corporation with its principal place of business at 8215 Greenway Blvd, Suite 300, Middleton, WI 53562, and the County of Dakota, by and through its Assessing Services Department ("County"), a political subdivision of the State of Minnesota with its principal place of business at Dakota County Administration Center, 1590 Highway 55, Hastings, MN 55033.

**WHEREAS**, the County previously entered into contracts with Cyclomedia for digital street-level image services and license after selecting Cyclomedia's response to the County's Request for Proposals, and

**WHEREAS**, the County wishes to continue receiving the digital street-level image services and software license provided by Cyclomedia,

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants, promises and agreements contained herein, the parties agree as follows:

**A. GENERAL TERMS AND CONDITIONS.**

1. **ENTIRE AGREEMENT.** These terms and conditions ("Terms"), together with the Service Schedule (Exhibit 1), Statement of Work (Exhibit 2), Insurance Terms (Exhibit 3) and Standard Assurances (Exhibit 4) (collectively the "Contract"), contain all of the terms and conditions of the agreement between Cyclomedia and the County for the services to be sold or provided to the County, to the exclusion of any other statements and agreements and to the exclusion of any terms and conditions incorporated in the County's order or other documents of the parties,

2. **CONFLICT OF TERMS.** In the event that there is a conflict between the terms of this Contract and any Exhibit, the terms of this Contract shall govern.

3. **DEFINITIONS.** In addition to terms defined elsewhere in this Contract, the following terms will have the following meanings.

3.1 **"Authorized Users"** means those individuals authorized by the County to access the Cyclomedia Offerings, as permitted by the applicable Service Schedule, and who have been supplied user identifications and passwords.

3.2 **"Cyclomedia Data"** means the data collected by the Cyclomedia Offerings, including statistics relating to how often data is captured, transferred, stored, copied, manipulated, or downloaded, performance metrics relating to Cyclomedia Offerings, Image Material, Information Products and configuration settings.

3.3 **"Cyclomedia Offerings"** means the Services as described in this Contract and the Exhibits.

3.4 **"Cyclomedia Property"** means the Cyclomedia Offerings, Documentation, Image Material, Information Products, Cyclomedia Data, Cyclomedia's Marks (including without limitation

“Cyclomedia”), Cyclomedia’s Confidential Information, all Documentation or data provided by Cyclomedia to the County under these Terms, and all corresponding intellectual property rights.

3.5     **“County Data”** means all data or information provided or submitted by the County.

3.6     **“County Property”** means County Data, the County’s Marks, and the County’s Confidential Information and all corresponding intellectual property rights.

3.7     **“Documentation”** means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to the Cyclomedia Offerings, in digital or printed form.

3.8     **“Image Material”** means the photographs taken from land, air, or water and digital seamless 360-degrees photographs taken at street-level (“(Geo)Cycloramas”) related to the Cyclomedia Offerings, in digital or printed form, including the associated metadata, and offered for use with the Software.

3.9     **“Information Products”** means the data, datasets and/or object information and/or change detection data related to the Cyclomedia Offerings in any form, including but not limited to LiDAR data, LiDAR point clouds, 3D data and data regarding objects in the public space, such as traffic signs, road markings, pedestrian ramps and light poles.

3.10    **“Marks”** means any trademarks, service marks and logos, whether registered or unregistered.

3.11    **“Statement of Work”** or **“SOW”** means the form that specifies the Services the County is purchasing, attached as Exhibit 2.

3.12    **“Service(s)”** means the provision of Software, Image Material, Information Products, hosting and maintenance and the professional services as described in this Contract and the Exhibits.

3.13    **“Software”** means the object code version of the Cyclomedia software, whether such software is accessed remotely over the Internet or is provided on media to the County for use on computing devices under the control of the County.

3.14    **“Subscription Term”** means the term during which Services are made available to the County over the Internet, as defined in this Contract and the Exhibits.

3.15    **“Third Party Technology”** means the object code version of software or other technology that is licensed by Cyclomedia or the County from third parties, whether such software or technology is accessed remotely over the Internet or is provided on media for use on computing devices under the control of Cyclomedia or the County, as applicable.

4.     **TERM.** The term of this Contract shall commence on the date that all parties have executed this Contract and shall continue in effect until the end of the last purchased Subscription Term, unless earlier terminated by law or according to the provisions of this Contract.

## 5.     **PAYMENT.**

5.1     **Total Cost.** The total amount to be paid by the County pursuant to this Contract shall not exceed \$578,775.00 (the “Contract Maximum”), except as provided in this section 5.1. The Contract Maximum includes an initial fee of \$406,695.00 for Services relating to capturing and provision of the Image Material and LiDAR data and the initial year of cloud hosting and a fee of \$43,020.00 per year for

four additional years of cloud hosting and Esri plug-in, API and support, as identified on the Statement of Work (Exhibit 2). The initial fee is based on an estimate of the miles of Image Material to be published as identified on the Statement of Work. In the event the actual miles to be published exceed the estimated miles identified on the Statement of Work, Cyclomedia shall provide written notice of such increase to the County and the County's Authorized Representative shall approve payment for miles of Image Material published in addition to the Statement of Work estimate at the rate of \$110.00 per mile.

5.2 Time of Payment. Cyclomedia shall invoice the County for 30% of the initial Services fee as described in Exhibit 2 (\$125,466.00) following notice from Cyclomedia that it will commence work to capture the Image Material. The remainder of the initial Services fee (\$281,754) shall be invoiced following completion of the initial Services, including but not limited to publishing the full Image Material and LiDAR data identified on the Statement of Work. The annual cloud hosting fee (\$43,020.00) shall be invoiced at the beginning of each successive Subscription Term, as defined in section 24. All fees and costs are due and payable within thirty-five (35) days from the County's receipt of the invoice.

5.3 Payment for Unauthorized Claims. The County may refuse to pay any claim that is not specifically authorized by this Contract. Payment of a claim shall not preclude the County from questioning the propriety of the claim. The County reserves the right to offset any overpayment by reducing future payments.

5.4 Payment Upon Early Termination. In the event that this Contract is terminated before completion of the Services, the County shall pay Cyclomedia for Services provided in a satisfactory manner and costs incurred by Cyclomedia for work in progress, up to the date of the Notice of Termination. In no case shall such payment exceed the Contract Maximum, except for claims related to additional mileage requested by and delivered to County in accordance with section 5.1 above.

## 6. COMPLIANCE WITH LAWS/STANDARDS.

6.1 General. Cyclomedia shall abide by all Federal, State and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs and staff for which Cyclomedia is responsible. This includes, but is not limited to all requirements of Contractor in the Standard Assurances attached as Exhibit 3 and incorporated herein by reference.

6.2 Violations. Any violation of such laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Contract, and shall entitle the County to terminate this Contract upon delivery of written Notice of Termination to Cyclomedia. Notwithstanding any other provision of this Contract, such termination shall be effective as of the date of such notice.

6.3 Choice of Law. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota. The foregoing does not prohibit Cyclomedia from instituting an action in any court of competent jurisdiction to

obtain injunctive relief to protect or enforce its intellectual property rights, as they relate to the Image Material or the Services.

## 7. CYCLOMEDIA'S OBLIGATIONS.

7.1 General. Cyclomedia shall provide the Services and shall furnish all labor, materials, transportation, tools, supplies, equipment, etc. necessary to capture, store, and index front elevation high-quality Image Material of all improved properties within Dakota County as described in this Contract and in the Statement of Work.

### 7.2. Technical Requirements for Image Material.

- i. Quality. All delivered Image Material shall meet the requirements as defined in the Statement of Work and shall be subject to acceptance by the County as provided in section 9.1, notwithstanding anything to the contrary on any Exhibit. Image Material that does not comply with these requirements will be recaptured at no additional expense to the County. Image material will have adequate tint, brightness, and contrast so that an individual can adequately distinguish color and property detail. The County will have the ability to view the Image Material on a high definition monitor and extract reproducible black and white or color prints or digital files thereof which the County may retain perpetually and use for County business purposes and may distribute to third parties (e.g. residents) as permitted or required by applicable law, provided there is no distribution of entire contiguous data sets.
- ii. Image Detail. The Image Material should be taken such that it reflects the best overall value of the property. All images should show unobstructed curbside, public right-of-way views of each improved parcel that are free of sun spots and glare, and have no shadow effect.
- iii. Image Restrictions. Images must conform to the following: An appropriate distance should be utilized such that the Image Material is adequately captured but detail properly distinguished. To the extent people are captured in Image Material, their faces must be blurred by Cyclomedia. To the extent vehicle license plates are captured in Image Material, they must be blurred by Cyclomedia. To the extent any garage doors are open and personal contents are visible in Image Material, County will provide a list of properties to Cyclomedia for garage door blurring, subject to the following conditions: The County shall provide a single file identifying all necessary garage blurring locations, for which Cyclomedia shall complete blurring in a single batch, as opposed to multiple requests on different days.
- iv. Image Labeling and Indexing. No labeling of the imagery will be required. All Image Material must be indexed and categorized according to County specifications and compatible with iasWorld.
- v. Compatibility with iasWorld. The County utilizes the Tyler Technologies REMS of iasWorld. Cyclomedia shall work with Assessing Systems staff and IT Department to provide adequate indexing format and storage requirements for the Image Material within the Tyler product database.

**8. COUNTY'S OBLIGATIONS.** The County shall provide maps and mapping components in the County's possession in "as is" condition and on an "as needed" basis to Cyclomedia. The County will furnish this data digitally without any support or representation or warranty, including but not limited to warranties of fitness, merchantability, and/or completeness of the digital data.

## **9. ACCEPTANCE AND CHANGE ORDERS**

**9.1 Acceptance.** Notwithstanding anything to the contrary in any Exhibit, the County shall identify any image(s) in the Image Material that do not meet the specifications for quality and completeness described in the Statement of Work and shall notify the Cyclomedia within 30 business days of the County's receipt of the data that the image(s) are being rejected. The Image Material shall be deemed to have been accepted by the County when: a) County notifies Cyclomedia before the end of the acceptance period that the Cyclomedia Offerings are accepted; or b) Cyclomedia has not within the acceptance period received a written notice from the County identifying specifically any basis for not approving the Image Material. If the County does not accept the Image Material, the County and Cyclomedia will draft a list of errors preventing acceptance and Cyclomedia will remedy these errors within a reasonable time. When Cyclomedia has not succeeded in remedying all errors within a reasonable period, parties may discuss any possible next steps or the County may terminate this Contract pursuant to article 18.

**9.2 Change Orders.** If either party wishes to change the scope or performance of the Cyclomedia Offerings, it will submit details of the requested change to the other in writing. Cyclomedia will, within a reasonable time after such request, provide a written estimate to County of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Cyclomedia Offerings arising from the change; (c) the likely effect of the change on the Cyclomedia Offerings; and (d) any other impact the change might have on the performance of these Terms. Promptly after receipt of the written estimate, the parties will negotiate and, if such change is accepted by the Parties, agree in writing on the terms of such change (a "Change Order"). Neither party will be bound by any Change Order unless it is signed in accordance with Section 19.

## **10. INDEMNIFICATION.**

**10.1 Indemnification by Cyclomedia.** Any and all claims that arise or may arise against Cyclomedia, its agents, servants or employees as a consequence of any act or omission on the part of Cyclomedia or its agents, servants, employees, or subcontractors while engaged in the performance of capturing, processing, and providing images as required under the terms of this Contract to County shall in no way be the obligation or responsibility of the County. This includes, but shall not be limited to, claims that any Software infringes any United States copyright or misappropriates any trade secret. Cyclomedia agrees that it will indemnify, and hold harmless and defend the County, its officers and employees against any and all liability, damages, claims or actions, including reasonable attorney's fees that the County, its officers or employees may hereafter sustain, incur or be required to pay, in connection with any third party claim arising out of or by reason of any act or omission of Cyclomedia, its agents, servants or employees in the execution, performance, or failure to adequately perform Cyclomedia's obligations under this Contract, including the License Agreement or any material violation of any applicable Regulation. Cyclomedia will pay all such costs and damages incurred by the County in any action such related to a violation of any applicable Regulation or this Contract, or those costs and damages agreed to in a monetary settlement of such action. If the Software becomes, or in Cyclomedia's opinion is likely to become, the subject of an infringement or misappropriation claim, Cyclomedia may, at its option and

expense, either: (i) procure for the County the right to continue using the Software as part of the Cyclomedia Offerings, or (ii) replace or modify the Software so that it becomes non-infringing (provided any such replacement or modification does not materially degrade the Software's functionality as described in the then-current Documentation). Notwithstanding the foregoing, Cyclomedia will have no obligation with respect to any Third Party Technology or County Property or any infringement or misappropriation claim if the Software is being misused by County, used in violation of these Terms or any Regulations, used in nonconformance with the Documentation, or has been modified by the County or any third party. Cyclomedia's obligations under this Section will constitute its sole and exclusive obligations and the County's sole and exclusive remedy in the event that any claim or action is brought against the County alleging that the Cyclomedia Offerings infringe, misappropriate, or otherwise violate the rights of any third party. This Section shall survive expiration of the Contract.

**10.2 Indemnification by the County.** The County will indemnify, defend and hold harmless Cyclomedia, its officers and employees against all liability, damages, claims or actions, including reasonable attorneys' fees in connection with any third party claim arising out of the County's material violation of any applicable Regulation or misuse of the License provided hereunder. The County will pay all such costs and damages incurred by Cyclomedia in any such action related to the misuse or material violation of the License or, in connection with any third party claim, any applicable Regulation, or those costs and damages agreed to in a monetary settlement of such action. It is understood and agreed that the provisions of Minn. Ch. 466, the Municipal Tort Claims Act, and other applicable laws, govern liability arising from the County's material violation of any applicable Regulation or misuse of the License.

**10.3 Notification and Cooperation.** The obligations under this Article 9 are conditioned on (a) the indemnified party notifying the indemnifying party promptly in writing upon the earlier of receiving notice of an indemnified claim or of the commencement of any Action asserting an indemnified claim, (b) the indemnified party giving the indemnifying party sole control of the defense and any related settlement negotiations, and (c) the indemnified party cooperating with the indemnifying party in the defense. The indemnified party may, at its election and expense, participate in the defense with its own counsel. The Indemnifying Party must obtain the written consent of the indemnified Party prior to making any compromise, settlement, or admission of wrongdoing implicating the indemnified Party. The Indemnifying Party shall not admit or settle such claim without such prior written consent.

**11. INSURANCE.** At its own expense and in order to protect Cyclomedia and to protect the County under the indemnity provisions, Cyclomedia shall procure and maintain policies of insurance covering the term of this Contract, as set forth in the Insurance Terms (Exhibit 3), in connection with claims that may arise from or in connection with the performance of work or services hereunder by Cyclomedia, its agents, representatives, employees, servants, or subcontractors. Such policies of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions herein. The County may withhold payments or immediately terminate this Contract for failure of Cyclomedia to furnish proof of insurance coverage or to comply with the insurance requirements as stated in Exhibit 3.

**12. INDEPENDENT CONTRACTOR STATUS.** Cyclomedia, which shall include its employees, agents, servants, and any subcontractors, shall not be considered an employee of the County while engaged in the performance of any work or services required herein, and shall be considered an independent contractor. Nothing contained in this Contract shall be construed to create the relationship of employer and employee between the County and Cyclomedia. Cyclomedia shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. Cyclomedia

shall have discretion as to working methods, hours and means of operation. Cyclomedia acknowledges and agrees that neither it nor any of its employees providing services hereunder is entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits as a County employee. Cyclomedia also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Cyclomedia, and that it is Cyclomedia's sole obligation to comply with the applicable provisions of all federal and state tax laws.

### **13. SUBCONTRACTING.**

13.1 Subcontracting Generally Prohibited. Cyclomedia shall not enter into any subcontract for the performance of the services and labor contemplated under this Contract nor assign any interest, right, duty, or obligation in the Contract without prior written consent of all parties and subject to such reasonable conditions or other provisions as are deemed necessary. Notwithstanding the foregoing, Cyclomedia shall be entitled to engage partners providing non-employee personnel utilized, directed, and/or supervised by Cyclomedia as workforce augmentation, who shall have access to, but never possess, Cyclomedia's Image Material and associated data for capturing and/or analytics purposes. Cyclomedia shall be fully responsible to the County for the actions and performance of such partners related to this Contract.

13.2. Subcontractors; Third Party Technology. Cyclomedia shall have the right to use or subcontract with third parties to provide the Cyclomedia Offerings; provided, however, that Cyclomedia is not released from responsibility for its obligations under these Terms. Cyclomedia shall have the right to use any Third Party Technology in the Cyclomedia Offerings, and such Third Party Technology incorporated in the Cyclomedia Offerings may be subject to the terms and conditions of the third party.

13.3 Payment of Subcontractors. Pursuant to Minn. Stat. § 471.425, Subd. 4a, Cyclomedia agrees to pay any subcontractor within ten (10) days of Cyclomedia's receipt of payment from the County for undisputed services provided by the subcontractor. Cyclomedia agrees to pay interest of 1.5% per month for any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

**14. TIMELINESS.** Time is of the essence in this Contract. Failure by a party to perform its obligations in a timely manner may be considered by the other party as a material breach.

**15. SUSPENSION OF SERVICES.** In the event that the County's account is ten (10) days or more overdue (except with respect to charges then under reasonable and good faith dispute), or if at any time Cyclomedia believes in good faith that the prospect of payment is impaired, in addition to any of its other rights or remedies in law or in this Contract, Cyclomedia reserves the right to immediately suspend services provided under this Contract without liability, until the County pays all overdue amounts in full or in Cyclomedia's sole judgment provides adequate assurance of the County's ability to fulfill its payment obligations, either then due or thereafter arising. Suspension will not relieve the County of its obligation to pay the total fees owed. This clause does not limit the rights of each party to terminate the Contract as detailed in this Contract.

**16. LIQUIDATED DAMAGES.** If Cyclomedia fails for any reason, excepting delays caused for reasons beyond the control of Cyclomedia, to complete delivery of all products purchased in this Contract

by August 1<sup>st</sup>, 2026, it is hereby agreed that the County shall have the right to deduct, as liquidated damages, from any money or monies due or coming due to Cyclomedia an amount equal to \$200.00 per day for each and every calendar day after August 1<sup>st</sup>, 2026 capped at 20% of the fees for the Services the delay in delivery refers to, during which time the Contract remains unfinished and uncompleted. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the County. Liquidated damages shall apply to all deliverables and shall take effect on August 2, 2026.

**17. DEFAULT: FORCE MAJEURE.** Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside of the defaulting party's reasonable control, providing that the defaulting party give notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

## **18. TERMINATION.**

18.1 Termination for Cause. In addition to other specifically stated terms of this Contract or as otherwise provided by law, the following conditions may constitute default, unless excused or waived, and shall warrant termination of this Contract for cause:

- a) The written admission by Cyclomedia that it is bankrupt; the filing by Cyclomedia of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against Cyclomedia unless dismissed within ninety (90) days.
- b) The making of any arrangement with or for the benefit of Cyclomedia's creditors involving an assignment to a trustee, receiver or similar fiduciary.
- c) Making material misrepresentations either in the attached exhibits and documents or in any other material provision or condition relied upon in the making of this Contract.
- d) Failure to provide services or payment called for by this Contract within the time specified in this Contract or any extension of this Contract.
- e) Failure to perform any other material provision of this Contract.

18.2 Termination for Cause Notice. Either party may terminate this Contract for cause as defined in section 18.1 by giving seven (7) days written notice of its intent to terminate to the other party unless a different procedure and/or effective date is provided within the specific section of this Contract under which the default, failure or termination occurs. Said notice shall specify the circumstances warranting termination of the Contract. The terminating party shall provide the other party with notice and a reasonable opportunity to cure a specified default under sections 18.1 d) and e) prior to terminating the Contract, unless the other party cannot be deemed able or prepared to cure such default. No prior notice or opportunity to cure is required for a violation of sections 18.1 a), b) or c). Notice of Termination for Cause shall be given by certified mail or personal delivery to the authorized agent of the other party.

Notice is deemed effective upon delivery of the Notice of Termination to the address of the party stated in Section 19 of this Contract.

18.3 Termination by County—Lack of Funding. Notwithstanding any provision of this Contract to the contrary, the County may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. Written notice of termination sent by the County to Cyclomedia by certified mail or personal delivery to Cyclomedia's authorized agent is sufficient notice under the terms of this Contract. The County is not obligated to pay for, and Cyclomedia is not obligated to provide, any services after written notice of termination for lack of funding. The County will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.

18.4 Effect of Termination. Upon termination of this Agreement, the parties will return or destroy any Confidential Information received from the other hereunder. Termination will not relieve County of the obligation to pay any fees accrued or payable to Cyclomedia prior to the effective date of termination. Cyclomedia will not refund any pre-paid Subscription fees unless County terminates for cause, in which case Cyclomedia will refund pre-paid fees for the remainder of a Subscription Term, on a prorated basis. The provisions of this Agreement or any Exhibit hereto that should, by their nature, survive termination of this Agreement will survive any termination.

## **19. CONTRACT RIGHTS AND REMEDIES.**

19.1 Rights Cumulative. All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

19.2 Waiver. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be modification of the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the County and Cyclomedia. If either party fails to enforce any provision or condition of this Contract, that failure does not waive the provision or condition or the party's right to enforce it.

## **20. REPRESENTATIVES AND LIAISONS.**

20.1 Authorized Representatives. The following names persons, and his or her successor(s), are designated the authorized representatives of parties for purposes of this Contract. These persons have authority to bind the party they represent and to consent to Change Orders, modifications, and subcontracts, except that, as to the County, the authorized representative shall have only the authority specifically or generally granted by the Dakota County Board of Commissioners. Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses, unless otherwise stated in this Contract, or in a modification to this Contract.

### **To Cyclomedia:**

Bryan Mueller  
Chief Revenue Officer, President  
8215 Greenway Blvd, Suite 300  
Middleton, WI 53562

### **To the County:**

Scott Lyons  
Dakota County Assessor  
Assessing Services Department  
1590 Highway 55

[Cyclomediabmueller@cyclomedia.com](mailto:Cyclomediabmueller@cyclomedia.com) Hastings, MN 55033  
[scott.lyons@co.dakota.mn.us](mailto:scott.lyons@co.dakota.mn.us)

Telephone:  
510-900-5142

Telephone:  
651-438-4436

**20.2 Liaisons.** To assist the parties in the day-to-day performance of this Contract and to develop service, ensure compliance, and provide ongoing consultation, a liaison shall be designated by Cyclomedia and the County. The parties shall keep each other continually informed, in writing of any change in the designated liaison. At the time of execution of this Contract, the following persons are the designated liaisons:

Cyclomedia Liaison:

County Liaison:

**21. MODIFICATION.** Any modification of these Terms will be effective only if in writing and signed by authorized representatives of each party.

**22. SEVERABILITY.** The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract, unless the part or parts that are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party, in which case the affected party may terminate the Contract for cause in accordance with section 17, above.

**B. LICENSE AGREEMENT**

**23. CYCLOMEDIA LICENSE.** Cyclomedia shall provide the County with a license for access to and use of the Software, Image Material and LiDAR data as identified in the Statement of Work, attached as Exhibit 2, which license is further specified in this section B of the Contract and Exhibit 1. County staff will be allowed unlimited logins to access GeoCycloramas using the Street Smart web application and API for the duration of the Subscription Term. The County may extract reproducible black and white or color prints or digital files of the Image Material ("County Extractions") and the County obtains a perpetual, non-transferable and non-sublicensable rights of ownership to the County Extractions for County business purposes and for distribution to third parties (e.g. residents) as permitted or required by applicable law, provided there is no distribution of entire contiguous data sets.

**24. SUBSCRIPTION TERM.** The initial Subscription Term shall commence on the earlier of: (1) August 1, 2026, when the parties' February 4, 2021 contract expires, or (2) the date the Image Material identified on Exhibit 2 is accepted by the County and available for County use through the Cyclomedia Software and shall remain in effect for a period of one (1) year. The Subscription Term shall then be extended for four additional one-year terms following the County's payment of the annual fee identified in sections 5.1 and 5.2.

**25. USER NAMES, PASSWORDS AND COMPLIANCE.** The County is responsible for keeping its user name(s) and password(s) confidential and secure, and limiting access to the Cyclomedia Offerings to its Authorized Users. The County is solely responsible and liable for any activity that occurs under its account, including without limitation all actions of Authorized Users. The County will notify Cyclomedia in writing within 3 days of the County's discovery of any unauthorized use.

## **26. OWNERSHIP AND GRANT OF RIGHTS.**

26.1 Cyclomedia Property. Title to and ownership of all intellectual property rights relating to the Cyclomedia Property will at all times remain with Cyclomedia, including all adaptations, modifications, derivative works, additions or extensions, whether made by Cyclomedia, the County, or a third party.

26.2 County Data. As between Cyclomedia and the County, all County Data is owned by the County. The County grants Cyclomedia a limited, non-exclusive right to use, access, duplicate, sublicense, and modify the County Data solely to perform its responsibilities under these Terms.

26.3 Grant of Rights. During each Subscription Term, Cyclomedia grants to the County limited, non-exclusive, non-transferable, non-sub-licensable rights to access and use the Cyclomedia Offerings identified in the applicable Statement of Work. The Service Schedule in Exhibit 1 will specify any additional license rights granted to the County. All other rights are reserved by Cyclomedia.

26.4 Extracted Material. All County Extractions pursuant to section 23 of this Contract are the sole property of Dakota County subject to the limitations as defined in section 23.

## **27. CONFIDENTIAL INFORMATION.**

27.1 Definition of Confidential and Proprietary Information. “**Confidential Information**” means trade secret other non-public information of or concerning a party or its business, suppliers, products, or services, disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”). Without limitation, and subject to applicable law, the Cyclomedia Offerings and Cyclomedia Data are Cyclomedia Confidential Information and the County Data are the County Confidential Information. Information will not be considered to be Confidential Information to the extent that it (i) is already known to Receiving Party on a non-confidential basis when first obtained from Disclosing Party; (ii) is or becomes publicly known through no wrongful act of Receiving Party, except as otherwise required by the Minnesota Government Data Practices Act; (iii) is rightfully received by Receiving Party from a third party without restriction; or (iv) was independently developed by Receiving Party without use of any Confidential Information of Disclosing Party. Neither party will use or disclose any Confidential Information of the other party except as permitted by these Terms or as otherwise required by law. Confidential Information of Disclosing Party will be maintained under secure conditions by Receiving Party using reasonable security measures and, in any event, not less than the same security measures used by Receiving Party for the protection of its own Confidential Information.

27.2 Compelled Disclosure. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it will, if possible, provide Disclosing Party with prior notice of the compelled disclosure and reasonable assistance to the extent permitted by law, at Disclosing Party’s cost, if Disclosing Party wishes to contest the disclosure. Nothing in this section 27.2 shall require a Party to provide assistance if the Party determines that such assistance is not consistent with the Minnesota Government Data Practices Act.

27.3 Remedies. If Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of Disclosing Party in breach of this Section, Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## **28. LIMITED WARRANTY.**

28.1 Cyclomedia Offerings. Cyclomedia warrants the Cyclomedia Offerings will operate in substantial conformity with the Service Schedule in Exhibit 1 and Documentation provided by Cyclomedia to the County. In the event of any breach of the warranty in this Section, which must be reported in writing by the County within five (5) calendar days after the County discovers or reasonably should have discovered such breach, the County's sole and exclusive remedy, and Cyclomedia's sole obligation, will be for Cyclomedia to correct the reported nonconformity within a commercially reasonable period, as may be further described in the Service Schedule in Exhibit 1. The media on which Software is delivered is warranted for thirty (30) days following delivery.

28.2 Limitations. Cyclomedia does not make any warranty and is not responsible in any way for Third Party Technology or for loss of County Data. The County acknowledges that communications and transactions conducted on-line may not be absolutely secure, that there may be system or Internet failure that limits the County's accessibility to the Cyclomedia Offerings, and that on-line services are not guaranteed to be error-free. Except as provided under section 9.1, by using the Cyclomedia Offerings, the County accepts all responsibility and risk associated with its use of the Cyclomedia Offerings and the Internet generally.

28.3 Disclaimer of All Other Warranties. THE EXPRESS WARRANTIES IN THESE TERMS ARE IN LIEU OF, AND CYCLOMEDIA DISCLAIMS, ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), RELATED TO THESE TERMS, WHETHER ARISING BY LAW, CUSTOM OR USAGE IN THE TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF, MERCHANTABILITY, AND FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT CYCLOMEDIA OR A THIRD PARTY SOFTWARE SUPPLIER IS AWARE OF ANY SUCH PURPOSE). CYCLOMEDIA MAKES NO REPRESENTATION OR WARRANTY THAT THE COUNTY'S USE OF THE CYCLOMEDIA OFFERINGS, OR ANY SERVICE OR THE CYCLOMEDIA SITE, WILL BE IN COMPLIANCE WITH ANY LAW OR REGULATION.

**29. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS) RELATED TO THIS CONTRACT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, THE TOTAL CUMULATIVE LIABILITY OF CYCLOMEDIA FOR ANY BREACH OF THIS CONTRACT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY THE COUNTY UNDER THESE TERMS.

30. **COUNTY COMPLIANCE WITH LAWS/STANDARDS.** The County shall comply with all requirements of laws and regulations applicable to the County's use of the Cyclomedia Offerings.

31. **NON-SOLICITATION.** During the Term and for a period of 6 months following the termination or expiration of these Terms, the County agrees not to solicit, nor attempt to solicit, the services of any employee or sub-contractor of Cyclomedia who provides services to the County during the Term without prior written consent. The County will not be in violation this Section if an employee or subcontractor of Cyclomedia responds to a public advertisement of an open position and is subsequently hired.

32. **CHOICE OF LAW; DISPUTE RESOLUTION.** These Terms will be interpreted and construed in accordance with the laws of the State of Minnesota and the United States, excluding conflict of laws provisions. All disputes relating to these Terms will be subject to the exclusive jurisdiction of state and

federal courts in Minnesota, and the parties will submit to the personal and exclusive jurisdiction and venue of these courts; provided, however, that the foregoing does not prohibit Cyclomedia from instituting an action in any court of competent jurisdiction to obtain injunctive relief to protect or enforce its intellectual property rights.

**33. RELATIONSHIP OF THE PARTIES.** The parties are independent contractors, and neither party has any power or authority, nor will it represent that it has any power or authority, to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

**34. GENERAL.**

34.1 Assignment. These Terms binds the parties' representatives, successors, and assigns, except that neither party may assign these Terms without the prior written consent of the other party unless it is: (a) to an affiliate of the party; or (b) to a purchaser of all or substantially all of the business or assets of the party, whether by merger or otherwise, and written notice is provided within 30 days to the other party.

34.2 Notices. Any written notice required to be given to a party will be given by personal delivery to that party, or mailed by registered or certified mail, return receipt requested, postage prepaid, to that party at that party's address on the Contract.

34.3 Force Majeure. Except for the obligation to make payments, neither party will be liable for delays or breaches in its performance under these Terms due to causes beyond its reasonable control.

34.4 Modifications; Severability; Waiver. Any modification of these Terms will be effective only if in writing and signed by both parties. Any provision of these Terms that is held to be invalid, illegal or unenforceable will be severed from these Terms, and the remaining provisions will remain in full force and effect. No failure or delay by either party to exercise any right or remedy will be construed as a current or future waiver of such remedy or right.

34.5 Counterparts. These Terms may be executed in any number of counterparts, each of which will be deemed an original, and all of which taken together will constitute one and the same instrument. Facsimile signatures, or other electronic signatures, are binding and have the same effect as a handwritten signature.

**35. 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 have executed this Agreement.

<b>Cyclomedia Technology, Inc.</b>	
By:	By:
Print Name: Bryan Mueller	Print Name:
Title: President, CRO	Title:
Date:	Date:

## EXHIBIT 1

### **SERVICE SCHEDULE** **Street Smart Cloud - Software as a Service ("SaaS")**

This Service Schedule applies in addition to the Contract to the provision of Street Smart Cloud, a secure, scalable service that includes the hosting and provision of Image Material, Information Products and Software.

1. Definitions. In addition to terms defined in the Contract, the following terms will have the following meanings:

1.1     **Cyclomedia Site** means the website provided by Cyclomedia to the County so it may access Street Smart, Information Products and Image Material on a remote basis.

1.2     **Subscription Fee** means the annual fee for a Street Smart Cloud Subscription.

1.3     **Subscription Start Date** means the date that the initial Subscription Term begins as defined in the Contract.

1.4     **System** means the computers, servers and related equipment used by or on behalf of Cyclomedia to provide access to the Services.

2. **Cyclomedia Responsibilities**. Cyclomedia will provide access to the Cyclomedia Site as of the Subscription Start Date, respond to Service incidents, and host and maintain the Cyclomedia Site and County Data as set forth in this Schedule and the Contract. Cyclomedia will make reasonable efforts to make the Cyclomedia Site available to the County twenty-four hours a day, seven days a week.

3. **County Responsibilities**. The County (i) will upload sufficient County Data, in a suitable format, for Cyclomedia to provide the Services; (ii) will have suitable computing devices to access the Cyclomedia Offerings; (iii) is solely responsible for providing adequate security of the County's internal systems, County Data and for all third-party fees associated with provision of the Services; and (iv) will comply with all third party acceptable use policies related to Third Party Technology used to view the Image Material.

4. **Use Guidelines**. The County will use the Services including any (downloaded) Image Material or Information Products and adaptions, modifications, derivative works, additions or extensions thereof, solely for its internal business purposes and the specific purposes agreed upon in the Contract and will not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Services; (ii) attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, or other measures relating to the Cyclomedia Offerings; (iii) attempt to reverse engineer or decompile any component or element of the Cyclomedia Offerings, (iv) transfer to third parties or permit third parties to use the County's user name and password or Cyclomedia Property, (v) disclose the Image Material or the Information Products or adaptions, modifications, derivative works, additions or extensions thereof to the public (including all conceivable Internet applications) except as permitted under the Contract or as required by law, (vi) systematically download the Image Material and/or the Information Products except as permitted under the Contract or as required by law, (vii) use the Image Material and/or the Information Products for systematic extraction, inventory, annotation and/or change detection of (characteristics of) objects and 'points of interest' (hereinafter "Data Analysis") for commercial purposes of any nature whatsoever, including but not limited to renting, leasing, (sub)licensing,

selling, alienating, pledging, transferring as security or under any title whatsoever and allowing third parties to use (the results of) the Data Analysis for any purpose whatsoever. (viii) use the System or the Services for any acts that are contrary to any applicable Regulations, or (ix) copy any Documentation other than is necessary for the purposes permitted under these Contract and for backup purposes, provided that the County shall not remove any of Cyclomedia's Marks when copying such Documentation. For purposes of clause (vii), the use of Image Material and/or Information Products for County business purposes as permitted by the Contract and applicable law shall not be considered a use for commercial purposes prohibited by clause (vii). Cyclomedia may immediately suspend all access to the Cyclomedia Site and disable all Authorized User logins in the event Cyclomedia reasonably suspects a misuse of the Services. If the County intends to use the Services including any (downloaded) Image Material or Information Products and adaptions, modifications, derivative works, additions or extensions thereof, for purposes other than those agreed upon pursuant to the Contract, the County will request Cyclomedia in writing for its upfront approval of such intended purposes. Approval by Cyclomedia will be at her sole discretion but shall not be unreasonably withheld. Upon reasonable notice to the County, Cyclomedia may audit and inspect the use of the Services by the County in the event Cyclomedia reasonably suspects a misuse of the Services.

5. Management of Services. Cyclomedia is at all times entitled to make changes in the login procedure. Cyclomedia will notify the County about such changes as soon as possible. Without prior notice being required, Cyclomedia is entitled to discontinue the operation of the System and/or the Services temporarily or to restrict use to the extent this is reasonably necessary for maintenance purposes or for necessary adjustments to or improvements in the System and/or Services without the County or an Authorized User being entitled to claim any compensation from Cyclomedia.

6. Payment. The County shall pay the agreed-upon fees and charges according to the terms of the Contract.

7. Suspension of Service. Cyclomedia has the right to suspend, terminate, or otherwise restrict the County's use of the Services or the Software if such use (a) results in a failure or delay of any network or system of Cyclomedia or a third party, (b) is in violation of the Use Guidelines, or (c) if necessary or desirable for maintenance or improvement purposes. Cyclomedia is not liable for any Action arising from the suspension, termination, or restriction of the Services or access to the Services pursuant to this Section.

8. Effect of Termination. The County has (30) days after the effective date of termination of this Agreement, or after the termination of a Statement of Work, to return or destroy any Confidential Information of Cyclomedia. Further, if the County terminates the Service before the end of the Subscription Term, the County will not be entitled to any refund of prepaid fees and any fees by owed by the County are immediately due and payable.

9. Warranty. Cyclomedia warrants that the Cyclomedia Offerings will operate in substantial conformity with the Documentation. Cyclomedia does not guarantee that the County's access to or use of the Cyclomedia Offerings will be uninterrupted or error-free.

## EXHIBIT 2

**This STATEMENT OF WORK** is prepared for Dakota County, Minnesota (hereinafter referred to as "Customer") located at 1590 Highway 55, Hastings MN 55033 and Cyclomedia Technology, Inc., a Delaware corporation (hereinafter referred to as "Cyclomedia"), located at 8215 Greenway Blvd, Suite 300 Middleton, WI 53562 as of [REDACTED] ("Issue Date").

This statement of work details services to be performed and products to be delivered by Cyclomedia Technology, Inc. to Dakota County, Minnesota (the "Customer"), pricing and payment terms, and the designated project areas with respect to the defined deliverables.

### 1. Deliverables / Professional Services

#### 1.1. Professional Services

- a. Cyclomedia will capture approximately **3802 miles** of 360-degree GeoCycloramas™, including LiDAR data capture and processing, based on shapefiles provided by the Customer. Pricing includes cloud-based storage and access for the duration of the license term.
- b. The terms and agreements of the Contract and Exhibit 1 apply.
- c. As long as the Customer maintains an active license to Cyclomedia Imagery, no additional fees will be charged for the storage of historical data.
- d. Privacy Filtering Option: Blurring of faces and vehicle license plates is required for public-facing websites.
- e. Esri integrations and customer support are included.
- f. Includes two hours of web-based training.
- g. Access to and use of the Professional Services is subject to the Customer's acceptance of the Cyclomedia End User Terms and Service Schedule (see attached License Agreement).

#### 1.2. Software

Customer staff will have unlimited login access to GeoCycloramas via the Street Smart web application for the duration of the license term. Staff with appropriate Esri™ licenses may also access GeoCycloramas through Street Smart for ArcGIS and the Street Smart Widget for ArcGIS Web AppBuilder.

## **2. Fee Schedule**

- Prices are valid 90 days from the issue date of this Statement of Work.
- Pricing is subject to change if the contract is not fully executed within 120 days of the Statement of Work issue date.

## 2.1. Professional Services

Description	Quantity	Price	Total
3D GeoCyclorama Imagery* with LiDAR	3802	\$110.00	\$418,220.00
ESRI ArcGIS integrations, customer support, and troubleshooting	Enterprise Use	\$5,000.00	\$5,000.00
2025 Annual License/hosting credit		(\$16,525.00)	(\$16,525.00)
Total Project Amount			\$406,695.00

\* The Customer will be invoiced based on the actual number of miles published. Any mileage published in excess of 3802 miles will be invoiced based on the per-mile pricing outlined in the chart above for 3D GeoCyclorama Imagery with LiDAR\* and for the Elevation Visualization Tool.

NOTE: If the Customer does not choose to purchase 3D GeoCycloramas with LiDAR Point Cloud Integration and Hosting, they will be required to download the LiDAR point cloud data within 60 days of availability. A premium fee will apply if Cyclomedia is requested to host the LiDAR point cloud data over the license term.

## 2.2. Invoicing

Cyclomedia Technology Inc. will invoice according to the following terms:

- 30% of Imagery for mobilization: \$125,466.00
- Remaining 70% of the Imagery and ESRI Integrations upon full publishing of the imagery, approximately \$281,229.00, based on actuals, includes:
  - \$292,754.00 for final imagery
  - \$5,000.00 Esri plug-in, API, support
  - **(\$16,525.00) 2025 Annual license/hosting credit**
- Annual license/hosting years 2 through 5: \$43,020.00
  - \$38,020.00 for annual license/hosting
  - \$5,000.00 for Esri plug-in, API and support

Payment terms: Net 35

## 3. Corporate Information

Legal Entity	Cyclomedia Technology, Inc.
Business Address	8215 Greenway Blvd, Suite 300 Middleton, WI 53562
General Contact Information	Info-us@Cyclomedia.com 510.900.5142
Point of Contact	Bryan Mueller President, CRO E: <a href="mailto:bmueller@cyclomedia.com">bmueller@cyclomedia.com</a> T: 510.900-5142

### 3.1. Cyclomedia Technology, Inc. Project Team

William Wetzel, Account Executive	bwetzel@cyclomedia.com	630.815.6520
Andrew Bohnsack, Data Capture Projects Mgr.	abohnsack@cyclomedia.com	360.502.3923
Jill Scharbarth, Solution Engineer	jscharbarth@cyclomedia.com	608.774.441

### 3.2. Cyclomedia Content

Our patented technology creates a GeoCyclorama™ which is a spherical 360-degrees panoramic image. More than just pictures, GeoCycloramas provide an immediate and comprehensive overview of the geography. GeoCycloramas are recorded every five (5) meters (approximately 16.4 ft.); providing multiple viewing perspectives of all objects.

### 3.3. Software

#### 3.3.1. Street Smart™

This interactive web viewer built on HTML5 technology provides cloud access to GeoCycloramas and tools.

- Use Street Smart on the desktop
- Conduct searches with address, postal code or coordinates
- Integrate with your own applications and work processes using the Street Smart API
- Where historical GeoCycloramas exist, “time travel” to see previous dates
- Save GeoCyclorama views as images

#### 3.3.2. Street Smart Widget for Web AppBuilder for ArcGIS

Bring GeoCyclorama display into applications created using Web AppBuilder with the Street Smart widget.

- Add recording point layer to web map used in the application
- View GeoCycloramas
- Where historical GeoCycloramas exist, “time travel” to see previous dates
- Save GeoCyclorama views as images
- Edit feature layers in the web map with the measurement tool or enable ad hoc measuring

#### 3.3.3. Street Smart for ArcGIS Desktop

Visualization, measurement and overlay tools within ArcGIS Pro allow you to fully leverage the power of GeoCycloramas within your existing ArcGIS environment.

- Open GeoCycloramas from a recording point layer added to the map
- View one or multiple GeoCycloramas
- Measure on GeoCycloramas
- Use the native editing capabilities of ArcGIS to collect features in 2D or 3D
- Save GeoCyclorama views as images

#### 3.3.4. Hosting

- Street Smart Cloud – Secure, scalable hosting service managed by Cyclomedia is included with the Project. Cyclomedia processes and stores GeoCycloramas in the Microsoft Azure Cloud.
- Street Smart Administrator – The named administrator can view the settings and statistics for the customer account in the Street Smart account tool. New accounts, restrictions and permissions are managed by Cyclomedia.
- For active customers with multiple data collections, the two most current GeoCyclorama collections are stored as high-definition 100-megapixel images. Unless prior arrangement is made, older years are resampled to 11 megapixels.

#### 3.3.5. Developer Tools

Street Smart APIs are industry standard Javascript APIs. Documentation, code examples and support are available through our website.

### 3.4. Acquisition

Cyclomedia's solution will provide the Customer with high resolution, 100-megapixel images captured every 5-meters with high accuracy. Multiple images will be available in which to view, analyze, and measure assets.

In order to determine the proper coverage, Cyclomedia will refer to the Shapefiles provided by the Customer that delineate the area to be driven in one or multiple passes. The Cyclomedia vehicle is equipped with a tracking device. This enables Cyclomedia managers to login and track the location of the driver.

Images will not be collected during rainstorms, dust storms, with snow cover, at night or during any other environmental factors that will obscure the image quality and detail. It is Cyclomedia's standard operating procedure that imagery is only collected when the sun angle is at least 12-degrees above the horizon and with minimal moisture in the environment.

## 4. Production

During the image production phase, Cyclomedia will ensure that the imagery is of high quality and meets internal quality control standards for imagery including, at a minimum, images will be free of digital artifacts, excessive shadows, radiometric and tonal imbalance, glare, extreme contrast, smearing, warping or distortion of features, ghosting, voids, and artificial colorations.

The raw position measurements from the GPS/IMU sensors in the vehicle, plus the reference data from a network of permanent GNSS reference stations, are processed into an accurate position and orientation for each 360-degrees image. Our patent portfolio enables Cyclomedia alone to construct geometrically correct 360-degrees images from a moving vehicle, creating distortion-free street level imagery. Our unmatched location fidelity, with an average standard deviation across projects of 10 cm and approximately 3.9-inches allows our imagery to become a valuable GIS asset.

The five images captured by our camera unit at each recording point are prepared for editing including adjustment for white balance, chromatic aberration, de-mosaicking (color filter array interpolation), color artifacts reduction and tone mapping and then combined into a 360-degrees view. Several different image operations are performed on the 360-degrees image soon after, including local contrast enhancement, sharpening and adaptive histogram enhancements.

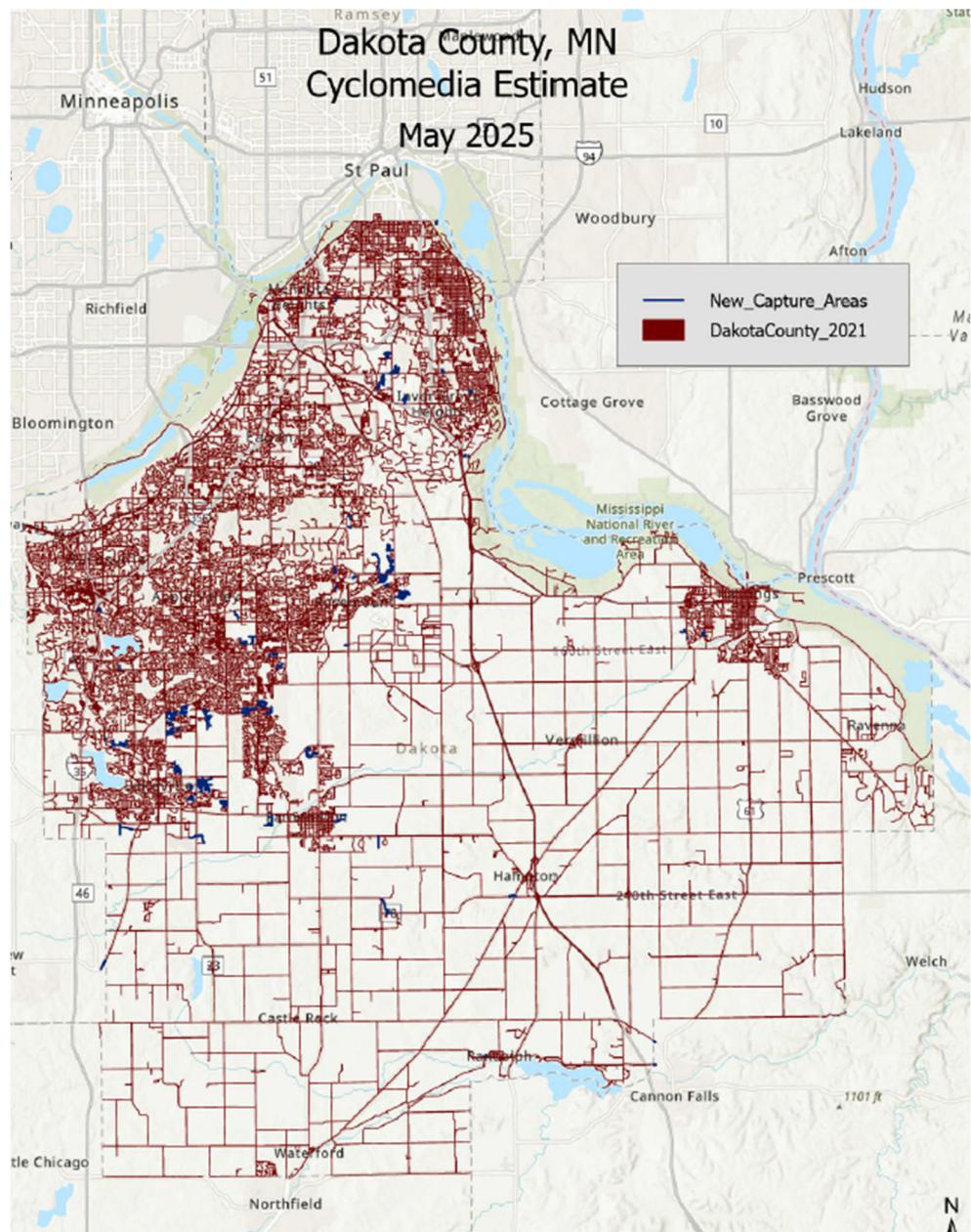
The LiDAR data is processed to produce a depth surface for Cyclomedia's Measure Smart technology. Measure Smart is enhanced measuring technology that relies on the depth surface rather than calculating location based on pixel locations in multiple GeoCycloramas. Measure Smart makes measuring quicker and easier.

As soon as these steps are done, quality reports are automatically generated. These reports are used in the manual controls to approve a series of images. Images may be rejected after the automated reporting or after visual inspection. Examples of problems that are caught by the quality control process are over or underexposure, wide class differences between the front and rear camera, or high inaccuracy in the position. In addition, systematic series of images are randomly checked for visible defects, such as dirt or water on the lenses or low sun angle glare. Quality control requires that images in urban areas are visually inspected every tenth image and those in outlying areas are inspected every tenth image. In addition, the team will also check whether the recordings completely cover the project area.

This completeness check is done based on the recording locations compared with the Customer's map or Open Street Map data stored by default in Street Smart. Images that have been rejected or areas that are missing will be redone in the rework process.

## **5. Schedule and Delivery**

Cyclomedia will plan, drive, process, and perform quality control on the imagery commencing as soon as practical following the signing of this document.



A driver can be expected to collect approximately 40 linear miles of data per day. This collection timeframe factors in a slower drive time in densely populated areas. Collection of this project will include contingency time for bad weather and missed days. The project is planning for a 5 to 7 week capture window, pending weather or other causes for delay. Cyclomedia will make images accessible approximately 4 to 6 weeks after the start of image collection.

### 5.1. Schedule for Data Collection and Publication

The schedule for data collection depends on geographic location, availability of systems and staff, and weather restrictions. Cyclomedia cannot accurately collect any data below 32-degrees F and cannot collect LIDAR with snow on the ground due to reflectivity.

Once initial data collection starts, the project proceeds forward in drive areas. The data is reviewed for quality and completeness by the Cyclomedia team and is then submitted for the automated processing using Cyclomedia's proprietary cloud software. The post-processed data is again reviewed for quality and is then published. The first images through this entire process will be published for the Customer to see approximately 4 to 6 weeks after the first drive is completed. Additional imagery will be published in cascading drives, and the final imagery will be published approximately 4 to 6 weeks after the final drive is completed. At times, the drives are non-contiguous such as when systems are redeployed due to weather delays and must then be rescheduled to complete the collection process.

After the first several data sets have been published, if included in the contract, Customer training will be scheduled so that the Customer is given instruction on how to access and use the data sets as published.

## 6. Quality Control

The recording of 3D Cycloramas takes place systematically and on a large scale. However, we do not lose sight of the details, and we strive for the maximum coverage in each recording area. The recording area is agreed upon with the customer before capture and will define the locations where images will be recorded. On roadways divided by a median, the images are recorded in both directions. We photograph all paved public roads. Private properties and Risk areas are excluded from capturing. Prior to delivery, we check the dataset for its completeness and quality and return to recapture any missing 3D Cycloramas, if necessary.

During capture, parts of the project area can be non-accessible because of construction, etc. Further, 3D Cycloramas can be rejected during the internal quality check. If more than three 3D Cycloramas in a row are missing and redrives are necessary, these streets will be captured again. Cyclomedia will only return for recapturing if more than 2% of the agreed project area is missing or doesn't meet the quality criteria.

### 6.1. Data Collection

Resolution: Cyclorama / 360-degrees image = 14400 x 7200 pixels (100 MP)

Field of View:

- Horizontal (HFOV): 360-degrees
- Vertical (VFOV): 180-degrees (in which part of the photography vehicle is visible and the lowest 30° is monochrome)

Spatial Pixel Size:

- Cyclorama: 0.025-degree (= 0.44 cm <0.17 in> at 10 m <33 ft> from the capture location)

Positioning Quality:

- The average standard deviation of the position is 10 cm (4 in), while the orientation deviation is 0.1-degree (excluding in long tunnels, forested areas and urban canyons).

Metric Quality:

- Geometrically correct: The accuracy of the spatial angle between 2 pixels is 0.025-degree for HD-Cyclorama's, and 0.075-degree for standard resolution.
- Precise measurements of objects: X, Y and Z measurements have an average absolute standard deviation of 10 cm (4 in), excluding in long tunnels, forested areas and urban canyons.
- Precise measurements of distances: Measurement of heights, lengths or widths have a relative standard deviation of approximately 2 cm (0.79 in)

#### 6.2. Conforming Data Quality

Cyclomedia will evaluate a random sample of data and if the quality is within the specifications, the data set is deemed accepted. Any correction of detected errors is at the sole option of Cyclomedia and does not change the acceptance of the entire data set. If the Customer does not provide written documentation of quality outside of specification within 15 days of delivery to the Customer, that data is deemed acceptance. Cyclomedia has 15 days from the receipt of any such documentation to respond, including if considered necessary by Cyclomedia, a plan to address the issues documented.

#### 6.3. Cyclomedia Product Specifications

Cyclomedia product offers and solutions are summarized in the above sections. Product specifications that define the details for Customer deliverables are listed below and available as separate PDF documents upon request.

- Street Smart
- 3D GeoCyclorama
- LiDAR Point Cloud
- Blurring Process

#### 6.4. Other

Unless specified elsewhere, hosting of delivered data in a GIS environment is not included or is provided at additional cost.

### 7. Training

Up to two (2) hours of web-based training is included with the license agreement. Please contact Cyclomedia for additional web-based training pricing. A technician is available to answer questions via email or phone for the duration of the license term. Onsite training is available for an additional fee of \$1,750/day plus travel expenses.

### 8. Technical Support

Technical support services, via phone or email, are available via the Cyclomedia Service Desk contact form for all support cases is on our website at: <http://www.cyclomedia.com/us/support/contact-service-desk>. Typical response/resolution time for tech support inquiries is within 24 hours of initial contact.

## 9. Final Delivery Report

The Final Delivery Report provides the Customer with a summary of the overall miles driven, areas collected and positional accuracy of the recording points. Each GeoCyclorama has associated metadata with information on the date and time it was captured, the accuracy of the recording point, the spatial reference system, and camera system information. The accuracy of each recording point is reported to the Customer geographically in a heat map as Figure 1 below demonstrates.

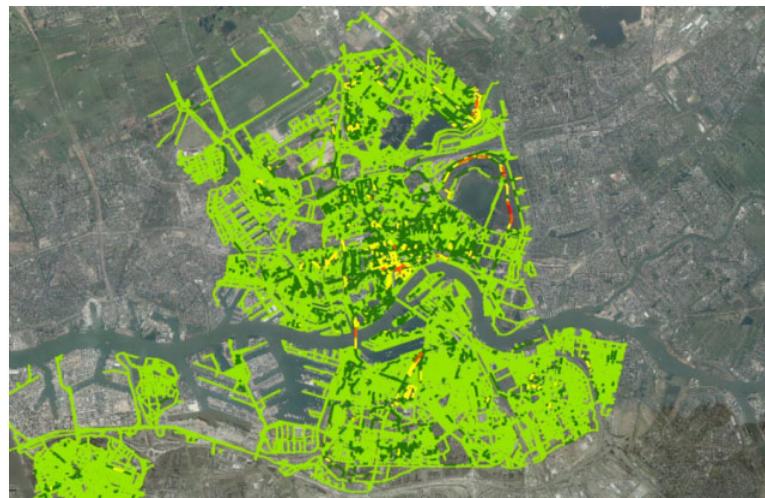


Figure 1: Green shows high positional accuracy, red is poor positional accuracy due to minimal GPS/IMU signal under urban canyons and dense vegetation.

**EXHIBIT 3**  
**INSURANCE TERMS**

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions..

**APPLICABLE SECTIONS ARE CHECKED**

1. Workers Compensation.

Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to defend, hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage, providing coverage on an "occurrence" basis. Policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form. Claims-made coverage is acceptable.

A total combined general liability policy limit of at least \$2,000,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General

Liability policy (or equivalent underlying policy). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability

Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$2,000,000 per occurrence and aggregate. Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage").

4. Automobile Liability

Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$2,000,000 per accident

Such policy, shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. Network Security and Privacy Liability

Network security and privacy liability insurance, including first-party costs, for any 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, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. The required limit shall not be less than \$2,000,000 per occurrence with a \$4,000,000 aggregate limit. Claims-made coverage is acceptable. Such insurance shall name Dakota County, its officials, employees, volunteers and agents as additional insureds. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy if not renewed.

6. Evidence of Insurance

Contractor shall promptly provide Dakota County with a Certificate of Insurance prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions.

7. Insurer: Policies.

All policies of insurance shall be issued by financially responsible insurers licensed to do business in the State of Minnesota by a n insurer with a current A.M. Best Company rating of at least A:VII.

8. Release and Waiver.

Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms here of, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

Revised: 11/23

**EXHIBIT 4**  
**STANDARD ASSURANCES**

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. and the U.S. Department of Health and Human Services. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to

maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals\* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

Attycv/Exh SA (Rev. 1-23)



## Dakota County Assessing Services

### Authorization For A Contract Renewal With CycloMedia Technology, Inc.

January 20, 2026

#### Assessor Inspection Requirements



- Minn. Stat. § 273.08, Assessor Duties, mandates that *"The assessor shall actually view and determine the market value"* of each property at least every five years
- The International Association of Assessing Officers (IAAO) standard 3.3.5, Alternative to Periodic On-Site Inspections (recognized by MN Department Of Revenue):
  - in certain cases when assessors have reliable and current real estate data, the effort of *'actually viewing'* real estate can be accomplished digitally with current technologies.

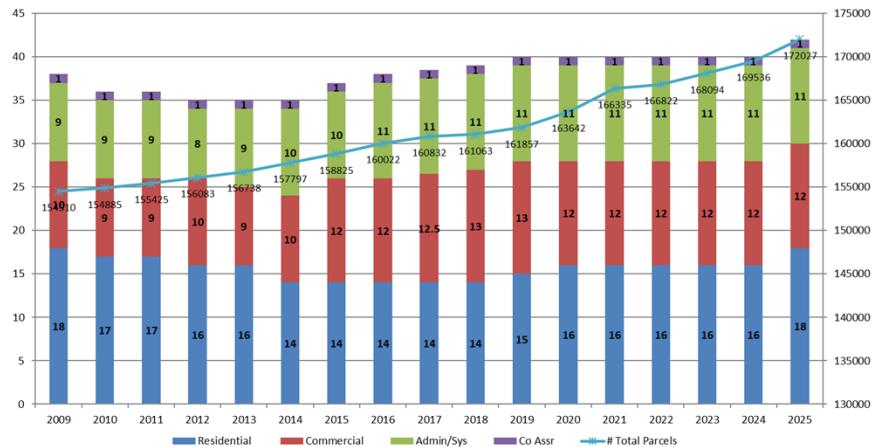
Provided that:

- Initial full physical on-site inspections are completed in a timely manner, and
- An effective building permit system in place.

## Assessing Services Historic FTE Counts



Dakota County Assessing Services Historic FTE by Org Chart with Parcel Growth



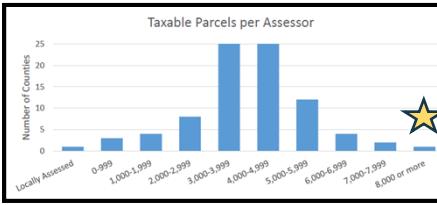
3

## Assessing Services Parcel Counts



MN Department of Revenue Property Tax Services Report (Feb 21, 2025)

Results	
Measure	Taxable Parcels Only
Dakota County total parcels	161,389
Parcels in Dakota County average	161,389
Number of assessors primarily dedicated to appraisal activities	20
Dakota County average parcels per assessor	8,069
State median parcels per assessor	4,107
Lowest county average parcels per assessor	867
Highest county average parcels per assessor	8,069



Metro Counties	Taxable Parcels per Assessor (DOR)
Anoka	6,155
Carver	4,386
Hennepin	3,587
Ramsey	4,600
Scott	6,392
Washington	5,587
<b>Metro Median</b>	<b>5,094</b>
Dakota	8,069

2024 staff level (2 FTE's added) 7,336

Would need 4 FTE's to meet Anoka 6,207

Would need 10 FTE's to meet median 5,043

4

## CycloMedia Meets Standards



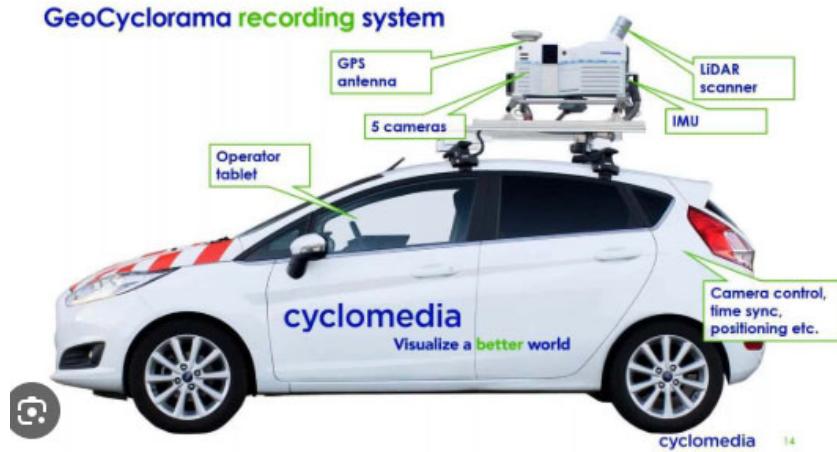
- CycloMedia is an industry leader in high-resolution, 360° street-level imagery that meets IAAO standards for Mass Appraisal purposes.
- IAAO standard requires:
  - Current, high-resolution imagery (sub-inch pixel quality)
  - Updates at least every 5 years
  - Ability to verify exterior characteristics and condition
- In 2016, Dakota County became the first county in Minnesota to implement street-level imagery technology to meet statutory inspection requirements.

5

## CycloMedia Recording system

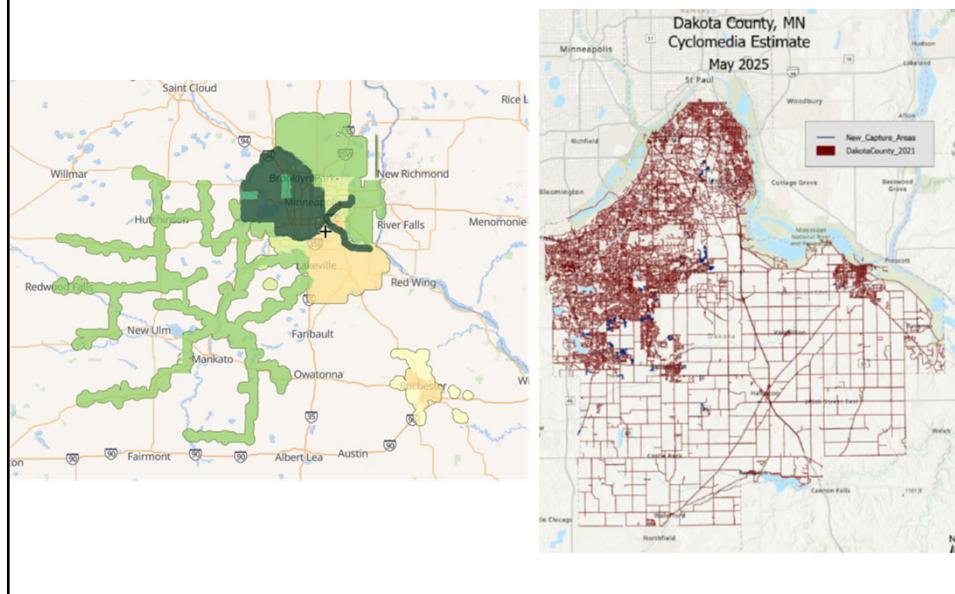


GeoCyclorama recording system



6

## CycloMedia Capture Areas, Metro and Dakota



## CycloMedia Collection Points





Authorization For A Contract Renewal With CycloMedia

- The Assessing Services 2026 budget includes funding for updated street-level Imagery.
- Staff recommends authorizing a five-year contract renew with CycloMedia Technology, Inc. for spring 2026 leaf-off image capture and delivery.



# Board of Commissioners

## Request for Board Action

---

Item Number: DC-5284

Agenda #: 11.1

Meeting Date: 1/20/2026

---

**DEPARTMENT:** Office of the County Manager

**FILE TYPE:** Regular Action

### **TITLE**

**Closed Executive Session: Discussion Of Legal Strategy In Cham v. Dakota County**

### **PURPOSE/ACTION REQUESTED**

Hold a closed executive session.

### **SUMMARY**

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

### **RECOMMENDATION**

The County Manager has recommended that a closed executive session be held pursuant to attorney-client privilege during the Dakota County Board meeting of January 20, 2026, to discuss the following:

- Legal strategy in Cham v. Dakota County.

### **EXPLANATION OF FISCAL/FTE IMPACTS**

Fiscal impact will be discussed in closed session.

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

### **RESOLUTION**

WHEREAS, Abulla Cham (Plaintiff) filed a federal lawsuit against Dakota County (Court File No. 25-cv-03747) alleging, among other things, race discrimination in his former employment with Dakota County; and

WHEREAS, the Dakota County Board of Commissioners (Board) seeks legal advice from the County Attorney with respect to litigation strategy, the public disclosure of which would be detrimental to Dakota County's defense of this matter; and

WHEREAS, pursuant to Minn. Stat. § 13D.05, Subdivision 3(b), the Board by resolution may close a meeting as permitted by the attorney-client privilege.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby closes the Board meeting on January 20, 2026, and recesses to conference room 3A, Administration Center, Hastings, to discuss with the County Attorney the legal strategy in *Cham v. Dakota County*.

**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-5257

**Agenda #:** 14.1

**Meeting Date:** 1/20/2026

---

### Information

See Attachment for future Board meetings and other activities.

## January 19, 2026

Monday

All Day

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**

## January 22, 2026

Thursday

1:00 PM - 1:00 PM

**Vermillion River Watershed Joint Powers Board Meeting -- Dakota County Extension & Conservation Center, 4100 220th St. W, Farmington**

7:00 PM - 7:00 PM

**Dakota County Planning Commission Meeting -- Western Service Center, 14955 Galaxie Ave, Conference Room 106, Apple Valley**

## January 23, 2026

Friday

12:30 PM - 12:30 PM

**Association Of MN Counties Directors Meeting -- Association of MN Counties, 125 Charles Ave, St. Paul**

## January 28, 2026

Wednesday

9:15 AM - 9:15 AM

**Metropolitan Mosquito Control District Executive Committee Meeting -- Metropolitan Mosquito Control District 2099 University Ave. W, St. Paul**

4:30 PM - 4:30 PM

**Minnesota Valley Transit Authority Meeting -- Buck Hill Hutch Chalet, 15400 Buck Hill Road, Burnsville**

## January 29, 2026

Thursday

9:00 AM - 9:00 AM

**Met Council: 2026 State of the Region -- Ames Center, 12600 Nicollet Ave, Burnsville**

**February 3, 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**



# Board of Commissioners

## Request for Board Action

---

**Item Number:** DC-5258

**Agenda #:** 15.1

**Meeting Date:** 1/20/2026

---

Adjournment