

Dakota County Contract No
DCA24006 Eagan
DCA24008 IGH

JOINT POWERS AGREEMENT FOR
ENGINEERING, BID AWARD, AND CONSTRUCTION FOR
LEBANON HILLS GREENWAY TRAIL CONSTRUCTION (DODD ROAD TO ARGENTA
TRAIL)

BETWEEN

THE COUNTY OF DAKOTA,

THE CITY OF EAGAN

AND

THE CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY PROJECT NO. 2000513 & CP 28-072

CITY OF EAGAN PROJECT NO. 1562, CONTRACT NO. 24-10

CITY OF INVER GROVE HEIGHTS PROJECT NO. 2024-14

SYNOPSIS: Dakota County and the Cities of Eagan and Inver Grove Heights agree to the final plans, specifications, bid award, and construction of intersection improvements and signal modifications to accommodate the Lebanon Hills Greenway alignment crossing at the intersection of Trunk Highway (TH) 149 at Argenta Trail and Wescott Road – as part of Eagan 2026 FYA. Signal work is also taking place at TH 13 and CSAH 28.

THIS AGREEMENT, is made and entered into by and between the County of Dakota, referred to in this Agreement as "the County"; the City of Eagan, referred to in this agreement as "Eagan", and the City of Inver Grove Heights, referred to in this Agreement as "Inver Grove Heights" (collectively the "Cities"), and all three entities together referred to herein as the "Parties"; and witnesses the following:

WHEREAS, under Minnesota Statutes Section 162.17, subdivision 1 and 471.59, subdivision 1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, it is mutually desirable to complete construction of approximately 725 feet of new Lebanon Hills Greenway trail along Wescott Road and TH 149 (between Dodd Road and Argenta Trail), install a new railroad crossing, and implement signal upgrades and related intersection improvements at Trunk Highway 149 along the shared border of Eagan and Inver Grove Heights (all construction, construction administration, materials testing, and associated tasks for the above shall together be referred to in this Agreement as the "Project"); and

WHEREAS, the County and Cities have included this Project in their Capital Improvement Programs and will jointly participate in the costs of said construction; and

WHEREAS, the County and Cities have completed preliminary and final design layouts for the Project (Exhibit 1) (the "Layout") that will be the basis for the construction of the Project.

NOW, THEREFORE, it is agreed that the County and the Cities will share Project responsibilities and jointly participate in the Project costs associated with the final roadway design:

1. Purpose. The County and Cities enter into this Agreement for the purpose of completing the bid award, construction administration, and construction of the Project in the manner provided herein.
2. Administration. Eagan will enter into and administer the contract with a contractor (the "Contractor") to perform construction of the Project. Eagan will also enter into and administer a

contract with a consulting engineer firm (the “Consulting Engineer”) and will coordinate the construction administration work of the Consulting Engineer with Inver Grove Heights and Dakota County.

3. Construction Costs. The Parties’ out-of-pocket costs relating to the construction of the Project (excluding Engineering Costs as identified in Section 4 of this Agreement), shall be based on the County’s and Cities’ share of the awarded bid costs (attached as Exhibit 2), and any construction contract change order or amendments that are approved during the Project in accordance with Section 7 of this Agreement (the “Construction Costs”). The Parties’ share of the Construction Costs shall be subject to the following cost share formula:

- A. Lebanon Hills Greenway Improvements - These improvements include the installation of pedestrian curb ramps and new bituminous trail along the south side of Wescott Rd from Dodd Road to the intersection of Wescott Road/TH 149/Argenta Trail, as well as the reconstruction of the existing bituminous trail along TH 149 from Argenta Trail north approximately 260 feet.
- The County shall be responsible for 100% of these costs, which are detailed in Exhibit 2 under the “Dakota County 2000513 (CSAH 28/Trail)” columns of the cost estimate.
 - The County shall be responsible for any additional Construction Costs resulting from any County-approved change orders or amendments for work related to, and prorated for, the Lebanon Hills Greenway.
- B. Signal System C Improvements – These improvements include the installation of ADA signal and pedestrian curb ramp improvements, storm sewer improvements, flashing yellow arrow installation, and pavement markings associated with Signal System C, located at the intersection of TH 13 and CSAH 28 (Yankee Doodle Road).
- The City of Eagan shall be responsible for 25% of the costs for Signal System C. These costs are inclusive of other City of Eagan signal improvement costs as detailed in Exhibit 2 under the “SAP 195-030-004 (Eagan Roads)” column of the cost estimate.
 - Dakota County shall be responsible for roughly 25% of the costs for Signal System C, which are detailed in Exhibit 2 under the “DAKOTA COUNTY 2000513 (CSAH 28/Trails)” columns of the cost estimate, per Dakota County Cost Share policy F.4, and is estimated to be roughly \$9,300.
 - The remaining 50% of the Signal System C Improvements are to be paid for by the Minnesota Department of Transportation, as memorialized in separate Cooperative Agreement No. 1060110.

- C. Signal System D Improvements – These improvements include the installation of ADA signal and pedestrian curb ramp improvements, storm sewer improvements, flashing yellow arrow installation, and pavement markings associated with Signal System D, located at the intersection of Wescott Road/TH 149/Argenta Trail.
- The City of Eagan shall be responsible for 25% of the costs for Signal System D. These costs are inclusive of other City of Eagan signal improvement costs as detailed in Exhibit 2 under the “SAP 195-030-004 (Eagan Roads)” column of the cost estimate.
 - The City of Inver Grove Heights shall be responsible for 25% of the costs for Signal System D, which are detailed in Exhibit 2 under the “SAP 178-123-001 (Argenta Trail)” columns of the cost estimate.
 - The remaining 50% of the Signal System D Improvements are to be paid for by the Minnesota Department of Transportation, as memorialized in separate Cooperative Agreement No. 1060110.
- D. Railroad Crossing Surface Extension – These improvements include the installation of new concrete railroad crossing panels which will be completed by a Progressive Rail contractor and billed separately from this Project.
- City of Eagan will be entering into the construction agreement with Progressive Railroad for the work.
 - The City of Eagan and County will share in the responsibility of these costs based upon the linear feet of improvements required for Wescott Road replacements and the new extension for the Lebanon Hills Greenway with the City of Eagan responsible for 100% of the costs relating to Wescott Road improvements and Dakota County responsible for 100% of the Greenway costs.
4. Engineering Costs. The Parties’ out-of-pocket costs relating to administration of the Project, including design engineering, public involvement, agency involvement, contract administration, State Aid coordination, bidding assistance, material testing, survey, and project inspection (collectively, “Engineering Costs”), shall be shared based on the County’s and Cities’ share of the Construction Costs as identified in Section 3 of this Agreement. The Parties’ share of the Engineering Costs shall be prorated against the whole Project and include cost share from MnDOT based upon the construction bid items subject to the following cost share formula:
- MnDOT shall be responsible for 44% of the Engineering Costs
 - Eagan shall be responsible for 34% of the Engineering Costs

- Inver Grove Heights shall be responsible for 4% of the Engineering Costs.
- The County shall be responsible for 18% of the Engineering Costs.

An estimate of the Consulting Engineer costs for construction administration, Sixty-nine Thousand Five Hundred and no/100 Dollars (\$69,500.00) (Exhibit 3).

- Dakota County will be responsible for 100% of the construction oversight and inspection of the Lebanon Hills Greenway trail construction.
- The Parties will be responsible for the construction oversight and inspection costs relating to Signal System C Improvements and Signal System D Improvements according to the cost share formula for the respective Signal System Improvements as identified above.

5. Plans, Specifications, and Award of Contract. Eagan may award the contract for construction to the lowest responsive and responsible bidder in accordance with state law, and upon receipt of written approval from Inver Grove Heights and the County. If a bid is not awarded, this Agreement shall terminate for the specific project that is not awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. For reference, the Plans and Specifications are those dated January 9, 2026, and any addendums thereto, and are on file with the Eagan Engineering Division (referred to in this Agreement as the "Plans").
6. Payment. Eagan will administer the contract and act as the paying agent for all payments to the Contractor and the Consulting Engineer. Payments to the Contractor and Consulting Engineer will be made as the Project work progresses and when certified by the Eagan Authorized Representative. Eagan, in turn, will bill Inver Grove Heights and the County for their share of the Construction Costs and Engineering Costs. Upon presentation of an itemized invoice by Eagan, the receiving entity shall reimburse Eagan for its share of the costs incurred under this Agreement within 35 days from the presentation of the invoice. If any portion of an itemized invoice is questioned by the receiving entity, the remainder of the invoice shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

7. Change Order or Contract Amendments. Any change orders, supplemental agreements, or amendments to the contract with the Contractor or the Consulting Engineer that affect the Project cost participation must be approved by all Parties in writing prior to execution. All Parties shall endeavor to provide timely approval of change orders, supplemental agreements, or amendments so as to not delay construction operations.
8. Amendments. Any amendments to this Agreement will be effective only after approval by each governing body and execution of a written amendment document by duly authorized officials of each body.
9. Final Completion. Final completion and acceptance of the Project work must be approved by all Parties in writing.
10. Perpetual License for Lebanon Hills Greenway. The Cities shall each be responsible for designating appropriate locations for the installation of the Greenway within areas owned or controlled by the Cities. The Cities each grant a perpetual license for the County and its employees, agents and contractors to install, maintain, repair and replace the Greenway and on each respective City's property or within the City's right-of-way. The perpetual license shall survive expiration or termination of this Agreement. The perpetual license shall be subject to the Cities' right to require relocation of the Greenway pursuant to applicable law. The Cities' right to require relocation shall also survive expiration or termination of this Agreement.
11. Permanent Easements for Lebanon Hills Greenway. At the County's request, and limited to City-owned property, the Cities will replace the license provided for in this Agreement with permanent easements for the Lebanon Hills Greenway segments constructed and installed as part of this Agreement. The Cities shall execute the documents reasonably necessary to convey permanent easements for the Greenway segments. The County will provide all surveying and other documentation and information necessary for the Cities to grant the requested permanent easements.
12. Maintenance. Upon final completion of the Project, the maintenance responsibilities of the infrastructure installed shall be as follows:
 - a. Lebanon Hills Greenway: Unless otherwise agreed to by the County and Eagan, for a period of two (2) years after the Final Completion of the Project, Eagan shall be responsible for maintenance of the Lebanon Hills Greenway, including routine

snow removal, sweeping, and vegetation management. After said two-year period, or at an earlier time agreeable to all Parties in writing, the Cities and the County may enter into a separate maintenance agreement concerning ongoing maintenance and operational responsibilities between the Parties. In lieu of future written agreement, the County shall assume full maintenance and operational responsibilities after the two-year period following Final Completion of the Project.

- b. Signal System D: The Cities and Dakota County have entered into Cooperative Agreement No. 1060110 with MnDOT for the maintenance and operation of Signal System D.
- c. Signal System C: The Cities and Dakota County have entered into Cooperative Agreement No. 1060110 with MnDOT for the maintenance and operation of Signal System C.

13. Effective Dates. This Agreement will be effective upon execution by duly authorized officials of each governing body and shall continue in effect until all work to be carried out in accordance with this Agreement has been completed. Absent an amendment, however, in no event will this Agreement continue in effect after December 31, 2027.

14. Rules and Regulations. The County and the Cities shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures unless amended by the contract specifications.

15. Indemnification. Each Party will be solely responsible for its own acts and omissions and the results thereof, to the extent authorized by law. 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 each party under this Agreement. All Parties to this Agreement recognize that liability for any tort claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any tort claims or actions filed against either Party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps

from the individual Parties. All Parties shall be listed as additional insured in the contract documents.

16. Employees of Parties. Any and all persons engaged in the work to be performed by one of the Parties shall not be considered employees of the other Parties for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of a Party's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the other Parties.
17. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and each City relevant to the Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and each City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement. Dakota County will be financially responsible for the cost of the audit.
18. Integration and Continuing Effect. The entire and integrated agreement of the Parties contained in this Agreement shall supersede all prior negotiations, representations or agreements between the Cities and the County regarding the Project; whether written or oral. All agreements for future maintenance or cost responsibilities shall survive and continue in full force and effect after completion of the improvements provided for in this Agreement.

19. Authorized Representatives. The authorized representatives for the purpose of the administration of this Agreement are:

Dakota County

Niki Geisler, Dakota County Parks
Director (or successor)
14955 Galaxie Ave.
Apple Valley, MN 55124
Office: (952) 891-7088
Niki.Geisler@co.dakota.mn.us

City of Eagan

Tim Plath, Deputy Public Works
Director
(or successor)
City of Eagan
3830 Pilot Knob Road
Eagan, MN 55122
(651) 675-5000
Tim.Plath@eaganmn.gov

City of Inver Grove Heights

Brian Connolly, Public Works
Director (or successor)
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077
Office: 651- 450-2500
BConnolly@ighmn.gov

All notices or communications required or permitted by this Agreement shall be either hand delivered or mailed by certified mail, return receipt requested, to the above addresses. Any party may change its address by written notice to the other Parties. Mailed notice shall be deemed complete two business days after the date of mailing.

20. Cooperation. The Parties agree to cooperate in the use of resources, including available right-of-way to complete the Project as a whole, to the extent feasible and to the extent permitted by law. The Parties further agree to cooperate in the administration of the contract and completion of the Project, including cooperating in resolving any disputes the Parties may have with the contractor(s) both during the Project and following completion of the Project.

[SIGNATURE PAGES TO FOLLOW]

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

CITY OF EAGAN

RECOMMENDED FOR APPROVAL:

Tim Plath
Its: Deputy Public Works Director

By _____
Mike Maguire
Its: Mayor

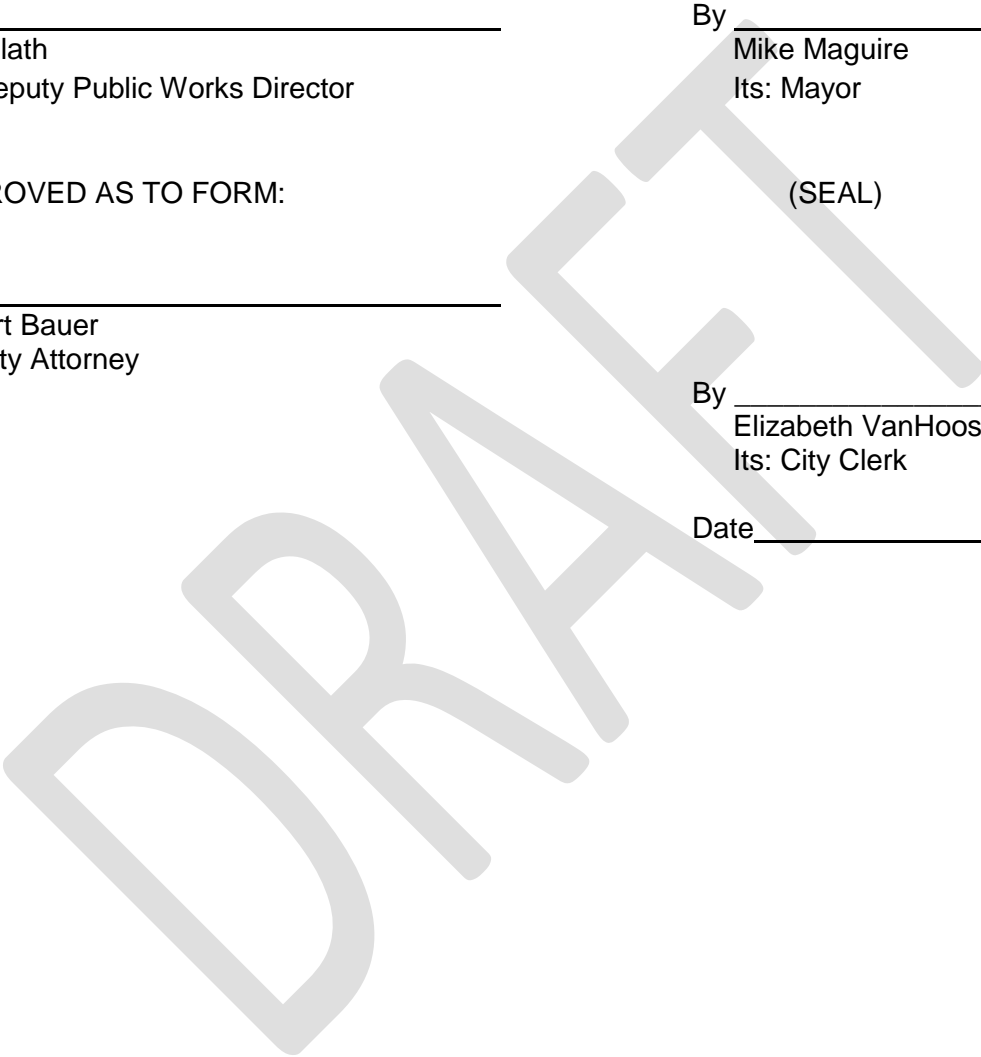
APPROVED AS TO FORM:

(SEAL)

Robert Bauer
Its: City Attorney

By _____
Elizabeth VanHoose
Its: City Clerk

Date _____



CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

Brian Connolly
Its: Public Works Director

By _____
Brenda Dietrich
Its: Mayor

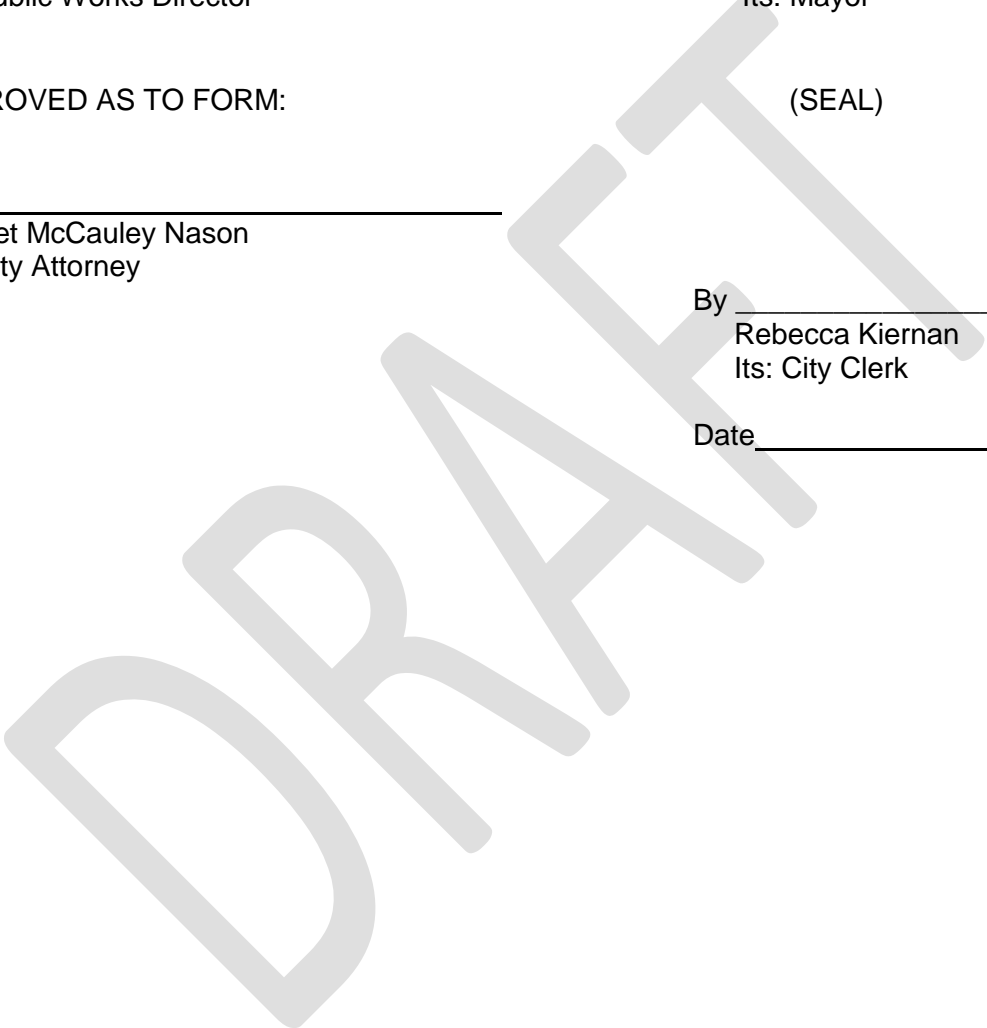
APPROVED AS TO FORM:

(SEAL)

Bridget McCauley Nason
Its: City Attorney

By _____
Rebecca Kiernan
Its: City Clerk

Date _____



DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

Niki Geisler
Its: Parks Director

By _____
Georg Fischer
Its: Physical Development Director

Date _____

COUNTY BOARD RESOLUTION

DRAFT

EXHIBIT 1 Preliminary Engineering Design Layout

MINNESOTA DEPARTMENT OF TRANSPORTATION CITIES OF EAGAN AND INVER GROVE HEIGHTS (DAKOTA COUNTY) CONSTRUCTION PLAN FOR: FIVE (5) REVISE SIGNAL SYSTEMS, ADA IMPROVEMENTS, AND TRAIL CONSTRUCTION

- REVISE SIGNAL SYSTEM "A" - TRUNK HIGHWAY 3 AT RED PINE LANE
- REVISE SIGNAL SYSTEM "B" - TRUNK HIGHWAY 13 AT BLACKHAWK ROAD
- REVISE SIGNAL SYSTEM "C" - TRUNK HIGHWAY 13 AT CSAH 28 - YANKEE DOODLE ROAD
- REVISE SIGNAL SYSTEM "D" - TRUNK HIGHWAY 149 AT WESCOTT ROAD / ARGENTA TRAIL
- REVISE SIGNAL SYSTEM "E" - TRUNK HIGHWAY 149 AT OPPERMAN DRIVE

**STATE PROJECT NO. 1921-120
SAP 178-123-001, 195-030-004
EAGAN CP 1562, CONTRACT 24-10
INVER GROVE HEIGHTS CP 2024-14
DAKOTA COUNTY PROJECT NO. 2000513**

DESIGN DESIGNATION	
WESCOTT ROAD/GREENWAY TRAIL	
STOPPING SIGHT DISTANCE BASED ON: 3.83' HEIGHT OF EYE 0' HEIGHT OF OBJECT 1.5 SECOND REACTION TIME	
GROSS LENGTH:	587 FEET, 0.111 MILES
DESIGN SPEED:	18 MPH
TRAIL DOES NOT MEET MINIMUM VERTICAL CURVE REQUIREMENTS DUE TO STOP CONDITIONS BETWEEN STA. 5+96 AND 6+26.	

AGREEMENT NO. 1060110
CITY OF EAGAN
S.P. 1921-120 (TH 3-001, TH 13-117,
TH 149-001)
STATE FUNDS
METRO DISTRICT

REVISE SIGNAL SYSTEM "C"
TH 13 AT CSAH 28 - YANKEE DOODLE ROAD
IN EAGAN, MINNESOTA
REFERENCE POINT - 103+00.886
SP 1921-120
SAP 195-030-004
EAGAN CP 1562, CONTRACT 24-10
COUNTY PROJECT NO. 2000513

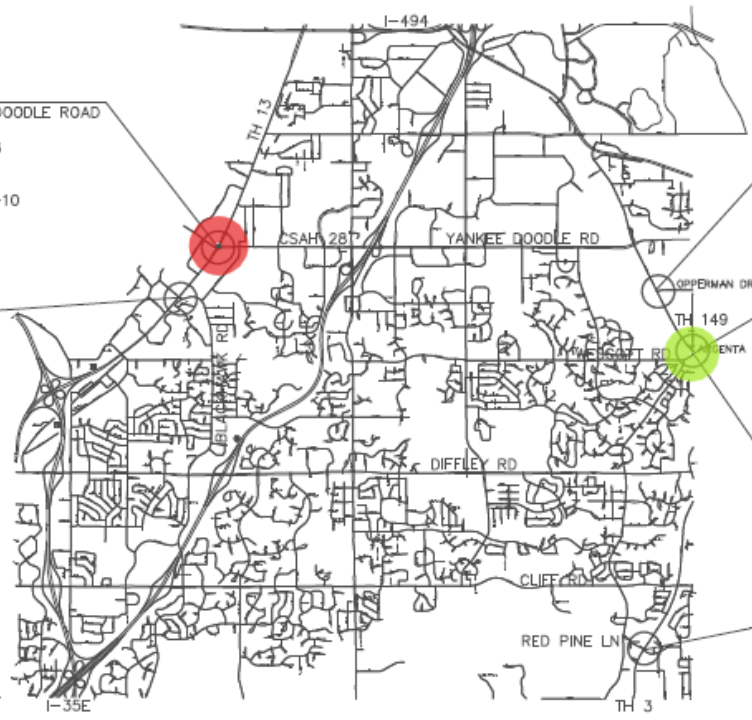
REVISE SIGNAL SYSTEM "B"
TH 13 AT BLACKHAWK ROAD
IN EAGAN, MINNESOTA
REFERENCE POINT - 103+00.315
SP 1921-120
SAP 195-030-004
EAGAN CP 1562, CONTRACT 24-10

REVISE SIGNAL SYSTEM "E"
TH 149 AT OPPERMAN DRIVE
IN EAGAN, MINNESOTA
REFERENCE POINT - 001+00.468
SP 1921-120
SAP 195-030-004
EAGAN CP 1562, CONTRACT 24-10

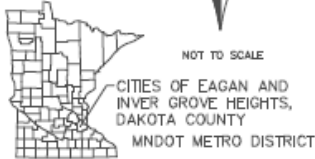
TRAIL CONSTRUCTION
WESCOTT ROAD (DODD BLVD TO TH 149)
AND TH 149 (ARGENTA TRAIL TO NORTH)
IN EAGAN AND INVER GROVE HEIGHTS, MINNESOTA
REFERENCE POINT - 000+00.836
SAP 195-030-004
EAGAN CP 1562, CONTRACT 24-10
COUNTY PROJECT NO. 2000513

REVISE SIGNAL SYSTEM "D"
TH 149 AT WESCOTT ROAD / ARGENTA TRAIL
IN EAGAN AND INVER GROVE HEIGHTS, MINNESOTA
REFERENCE POINT - 000+00.836
SP 1921-120
SAP 178-123-001, 195-030-004
EAGAN CP 1562, CONTRACT 24-10
INVER GROVE HEIGHTS CP 2024-14

REVISE SIGNAL SYSTEM "A"
TH 3 AT RED PINE LANE
IN EAGAN, MINNESOTA
REFERENCE POINT - 036+00.081
SP 1921-120
SAP 195-030-004
EAGAN CP 1562, CONTRACT 24-10



PROJECT LOCATION



**EXHIBIT 3
Construction Administration Consultant Cost Estimate**

Section 3- Construction Costs						
	Amount	MnDOT	Dakota County	Inver Grove Heights	Eagan	
Construction Contract	\$937,560.35	\$419,595.51	\$186,500.60	\$31,517.70	\$299,946.54	
State Furnished Materials	\$35,000.00	\$17,500.00	\$0.00	\$0.00	\$17,500.00	
RR Crossining Surface (Est.)	\$200,000.00	\$0.00	\$57,200.00	\$0.00	\$142,900.00	
Total Construction Costs	\$1,172,560.35	\$437,095.51	\$243,700.60	\$31,517.70	\$460,346.54	
			21%			
Section 4- Engineering Costs						
	Amount	MnDOT	Dakota County	Inver Grove Heights	Eagan	
<i>Cost Split</i>		44%	18%	4%	34%	
Design Engineering (% split)	\$92,000.00	\$40,480.00	\$16,560.00	\$3,680.00	\$31,280.00	
<u>Construction Engineering</u>						
Signal (% split)	\$56,990.00	\$25,075.60	\$10,258.20	\$2,279.60	\$19,376.60	
Greenway (18% total)	\$12,510.00	\$0.00	\$12,510.00	\$0.00	\$0.00	
Subtotal Construction Engineering	\$69,500.00	\$25,075.60	\$22,768.20	\$2,279.60	\$19,376.60	
Materials Testing (% split)	\$15,000.00	\$6,600.00	\$2,700.00	\$600.00	\$5,100.00	
Total Engineering Costs	\$176,500.00	\$72,155.60	\$42,028.20	\$6,559.60	\$55,756.60	
Total Construction and Engineering Costs	\$1,349,060.35	\$509,251.11	\$285,728.80	\$38,077.30	\$516,103.14	

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