

**JOINT POWERS AGREEMENT FOR ENGINEERING & CONSTRUCTION FOR
THE NORTH CREEK GREENWAY JIM BELL PARK AND PRESERVE SEGMENT**

**BETWEEN
THE COUNTY OF DAKOTA
AND
THE CITY OF FARMINGTON**

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

WHEREAS, Dakota County (“County”) is a political subdivision of the State of Minnesota; and

WHEREAS, the City of Farmington (“City”) is a Minnesota municipal corporation (collectively herein the County and the City are referred to as the “Parties”); and

WHEREAS, by resolution 11-517, the Dakota County Board authorized the adoption of the North Creek Greenway (“NCGW”) Master Plan; and

WHEREAS, the City is leading the design, bidding, and project delivery for a segment of the North Creek Greenway project located within the City; and

WHEREAS, the City has completed design and engineering plans for the reconstruction and improvement of an existing trail segment from 189th Street to 195th Street (County Road 64), including an new mid-block crossing and Rectangular Rapid Flashing Beacon (RRFB) traffic control device and other trail amenities Jim Bell Park and Preserve, as shown on Exhibit 1; and

WHEREAS, the project will reconstruct and upgrade 1 mile of regional greenway in the locations shown on Exhibit 1 to meet the County’s regional greenway standards (the “NCGW Trail Improvements”), reconstructed local trail connections to the greenway, and a new mid-block crossing and RRFB traffic control device collectively, the “Project”); and

WHEREAS, the total project costs are estimated at \$829,539, which costs include construction and consultant Project delivery expenses; and

WHEREAS, Dakota County will reimburse the City 85 percent of the total greenway improvements and design and project delivery fees estimated at \$375,000 Project costs; and

WHEREAS, Dakota County will reimburse the City 50 percent of the local trail connections to the greenway, estimated at \$170,000; and

WHEREAS, Dakota County will reimburse the City 100 percent of the RRFB crossing as a small safety improvement project, estimated at \$45,000; and

WHEREAS, by **resolution TBD** the County authorized up to \$590,000 towards Project delivery and construction costs, including contingency; and

WHEREAS, the Parties anticipate amending existing Maintenance Agreement DCA23625 to address ongoing maintenance and operations for the NCGW Trail Improvements following Project completion.

NOW, THEREFORE, in consideration of the mutual promises and benefits that the Parties shall derive from this Joint Powers Agreement (“Agreement”), the Parties hereby enter into this Agreement for the purposes stated herein.

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 construction of the North Creek Greenway Jim Bell Park And Preserve project, as more fully described herein.

ARTICLE 2
Parties

The Parties to this Agreement are the City and County. County is acting by and through its Parks Department. City is acting by and through its Parks and Public Works Departments.

ARTICLE 3
Term

This Agreement shall be effective on the date of the signature (Effective Date) of the last Party to sign this Agreement and expires on December 31, 2029, or upon completion by the Parties of their respective obligations under this Agreement, whichever occurs first, unless amended in writing or earlier terminated by law or according to the provisions of this Agreement.

ARTICLE 4
Cooperation

The Parties agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

ARTICLE 5
City’s Obligations

5.1 **Construction**. The City, or its agents or contractors, shall construct or reconstruct the Project as shown on Exhibit 1. The Project shall be completed according to the approved Project design plans and specifications so that the NCGW Trail Improvements meet the County’s regional greenway standards

- 5.2 Project Management. The City, or its agents or contractors, shall provide construction services for the Project, and shall prepare bid documents for the Project. The City will lead the construction of the Project and shall be responsible for awarding contracts for the Project. The City will provide and be responsible for project delivery, management, and inspection of the Project work, assuring that it meets applicable design and construction standards and the requirements of this Agreement. The County will have no actual or implied responsibility for the Project except as provided in this Agreement.
- 5.3 Notice to County Prior to Award of Contract and Approval of Change Orders. The City will notify the County of the amount of the lowest responsive bid. The County will thereafter notify the City as to whether the County approves the Project or whether it wishes to terminate the Project based on the amount of the bid. Such notice will be provided promptly, and in no event more than 20 days from the date of the City's notice, so as to allow the City to award or reject the bid. If the County accepts the lowest responsive bid amount and approves proceeding with the Project, the City shall award the contract and the Parties shall be responsible for paying the contractor as provided for in this Agreement. Following the contract award, the City will obtain the County's consent, which consent shall not be unreasonably withheld, prior to approving any requested change order or contract amendment that increases the Project costs relating to the NCGW Trail Improvements. The County acknowledges and agrees that the City may terminate or reduce the scope of the Project at any time if the County does not approve a change order or contract amendment and such change order or amendment would require the City to incur additional costs relating to the NCGW Trail Improvements.
- 5.4 Acknowledgement. The City shall appropriately acknowledge the funding assistance provided by the County pursuant to this Agreement in any promotional materials, signage, reports, publications, notices and presentations concerning the Project.
- 5.5 Compliance with Laws/Standard. The City shall abide by all federal, state, or local laws, statutes, ordinances, rules and regulations related to the Project work. The City or its contractor, if any, is responsible for obtaining and complying with all federal, state, or local permits, codes, licenses, and rights and authorizations necessary for performing the work.
- 5.6 Use of Contractors. The City may engage contractors to perform the activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.
- 5.7 Perpetual License for North Creek Greenway. The City shall be responsible for designating appropriate locations for the installation of the NCGW Trail Improvements

within areas owned or controlled by the City. The NCGW Trail Improvements shall generally be located in the area depicted on Exhibit 1. The City grants a perpetual license for the County and its employees, agents and contractors to install, maintain, repair and replace the NCGW Improvements and associated improvements agreed to by the Parties on City property or within City right-of-way, as provided for pursuant to this Agreement. 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 NCGW Trail Improvements as provided in section 6.4 of this Agreement and pursuant to applicable law. The City's right to require relocation shall also survive expiration or termination of this Agreement.

- 5.8 Permanent Easements for NCGW. At the County's request, and limited to City-owned property, the City will replace the license provided for in section 5.7 with permanent easements for the NCGW and agreed-upon improvements constructed and installed as part of the Project. The City shall execute the documents reasonably necessary to convey permanent easements for the NCGW and agreed-upon improvements. The County will provide all surveying and other documentation and information necessary for the City to grant the requested permanent easements.

ARTICLE 6

County's Obligations

- 6.1. County Funding Obligation. If the County accepts the bid amount and approves proceeding with the Project pursuant to Section 5.3 of this Agreement, the County shall reimburse the City in a total amount of \$590,000 or 85% of the trail costs, 50% of the trail amenities, and the 100% of the RRFB costs that make up the total Project costs, whichever is less. The City will administer the construction contract for the Project and will make all required payments to the contractor. Following payments to the contractor, the City will submit an invoice to the County for reimbursement of the County's proportionate share of the contractor payments. The County shall reimburse the City for its share of the payments within 35 days of receipt of the invoice.
- 6.2. Project Management Team. County staff will participate on a Project Management Team coordinated by the City and will provide input on the design and construction of the NCGW Trail Improvements and the County's regional greenway standards.
- 6.3. Acknowledgment. The County shall appropriately acknowledge the assistance provided by the City pursuant to this Agreement in any promotional materials, signage, publications, notices, and presentations concerning the Project.
- 6.4. Relocation of NCGW Located within City Right-of-Way or Permanent Easements on City Property. The Parties agree that in the event the City needs to widen, expand, and/or redesign its street, transportation facilities, utilities, or other infrastructure owned by the City and within City right-of-way or on City property, the City will, if requested by the County, acquire the necessary additional right-of-way and/or easements needed for the relocation of the displaced NCGW Trail Improvements as part of the City's project. If the

County requests that the City include relocation of the NCGW Trail Improvements as part of the City project, the Parties will enter into a separate agreement under which the County will reimburse the City for the City's out-of-pocket construction project costs and easement acquisition costs attributable to the relocation of the displaced NCGW Trail Improvements. Alternatively, in the event that the relocation of displaced NCGW Trail Improvements reasonably necessitates the acquisition of additional easements, the County may choose to acquire said additional easement rights using the County Attorney's Office, and the County may also choose to separately contract for the reconstruction of the displaced NCGW Trail Improvements. The City agrees to provide the County with reasonable notice of a pending displacement of the NCGW Trail Improvements that cannot be practically relocated within existing City right-of-way or permanent easement, and the County agrees to provide the City with written confirmation of how the County wants to effectuate the relocation of the displaced NCGW Trail Improvements outside of existing City right-of-way or permanent easement in a timely manner that does not unreasonably delay the City construction project.

ARTICLE 7
Ownership and Maintenance

The County shall own the NCGW Trail Improvements and associated improvements related to greenway corridor. City of Farmington will maintain ownership of all local trail connections and city road crossings installed as part of the Project. The Parties shall enter or amend the separate agreement addressing maintenance of the NCGW trail and improvements and any shared maintenance responsibilities for the Parties' infrastructure that may be connected to the NCGW.

ARTICLE 8
TERMINATION

- 8.1 Termination for Cause. This Agreement may be terminated for cause following a material breach of the Agreement by a Party by providing thirty (30) days written notice of termination. Such notice of termination shall not be effective unless the non-breaching Party has provided the other Party with notice of material breach and a reasonable opportunity to cure. The actions giving rise to a material breach shall be limited to the failure by the City to undertake or complete construction of the Project as required by this Agreement and failure by the County to comply with its obligations under Article 6.
- 8.2 Non-Appropriation of Funds. Notwithstanding any provision of this Agreement to the contrary, the County may terminate this Agreement immediately in the event the County 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:

Nicholas Lien
Mayor

430 Third Street
Farmington, MN 55024

To the County:

Georg T. Fischer
Assistant County Manager: Physical
Development
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

Kellee Omlid
Parks Director
(651) 280-6851
komlid@farmingtonmn.gov

County Liaison

Niki Geisler
Parks Director
(952) 891-7088
niki.geisler@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 Cooperation. The Parties agree to cooperate in the use of resources, including available right-of-way to install the Community Project Improvements, to the extent feasible and to the extent permitted by law. The Parties further agree to cooperate in the administration of contracts and completion of the 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.
- 11.2 Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the Parties' authorized representatives. The Authorized Representatives may extend term of this Agreement and make other non-material alterations, amendments, variations, modifications, or waivers to this Agreement without first obtaining authorization from their respective governing bodies. It is the intent of the Parties that only material changes to the Agreement require authorization and approval by the Parties' respective governing bodies.
- 11.3 No Joint Venture. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the Parties or as constituting the County or the City as the employee of the other entity for any purpose or in any manner whatsoever.
- 11.4 Data Practices. The Parties agree that any information and data received from the other Party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- 11.5 Notices. Any notices required or permitted to be given under this Agreement shall be delivered personally or sent by U.S. mail to the other Party's Authorized Representative. Mailed notice shall be deemed complete two business days after the date of mailing.
- 11.6 Audit. To the extent applicable as to any disbursement of public funds between the Parties for services provided under this Agreement, the Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, each Party shall allow the other Party, the State Auditor, or their authorized representatives access to the books, records, documents, and accounting procedures and practices relevant to the subject matter of the Agreement, for purposes of audit.

- 11.7 Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within the County of Dakota, State of Minnesota or U.S. District Court, District of Minnesota.
- 11.8 Survival. The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- 11.9 Waiver. If either of the Parties fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
- 11.10 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.
- 11.11 Authority. The person or persons executing this Joint Powers Agreement on behalf of the City and the County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the respective Parties and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.
- 11.12 Electronic Signatures. Each Party agrees the electronic signatures of the Parties included in this Contract are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

Remainder of Page Intentionally Blank. Signature Page Follows.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

DAKOTA COUNTY

CITY OF FARMINGTON

By _____
Georg Fischer, Assistant County Manager:
Physical Development

By _____
Nicholas Lien, Mayor

Date of Signature: _____

Date of Signature: _____

County Board Res. **TBD**

By _____
Melissa Geis, City Clerk

Date of Signature: _____

APPROVED AS TO FORM:

City Attorney/Date

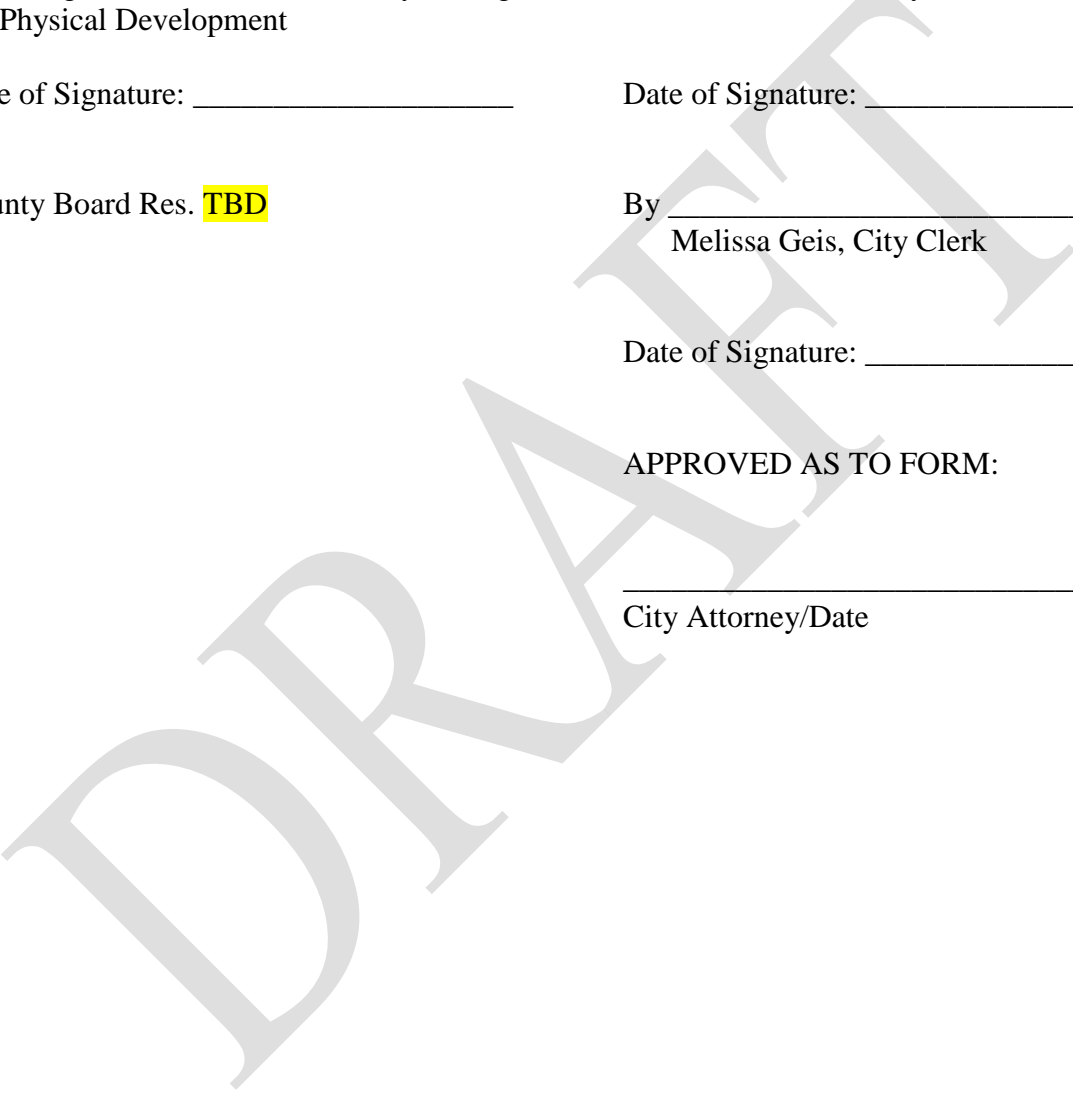


Exhibit 1
Project Map

North Creek Greenway: Jim Bell Park And Preserve Segment - Farmington

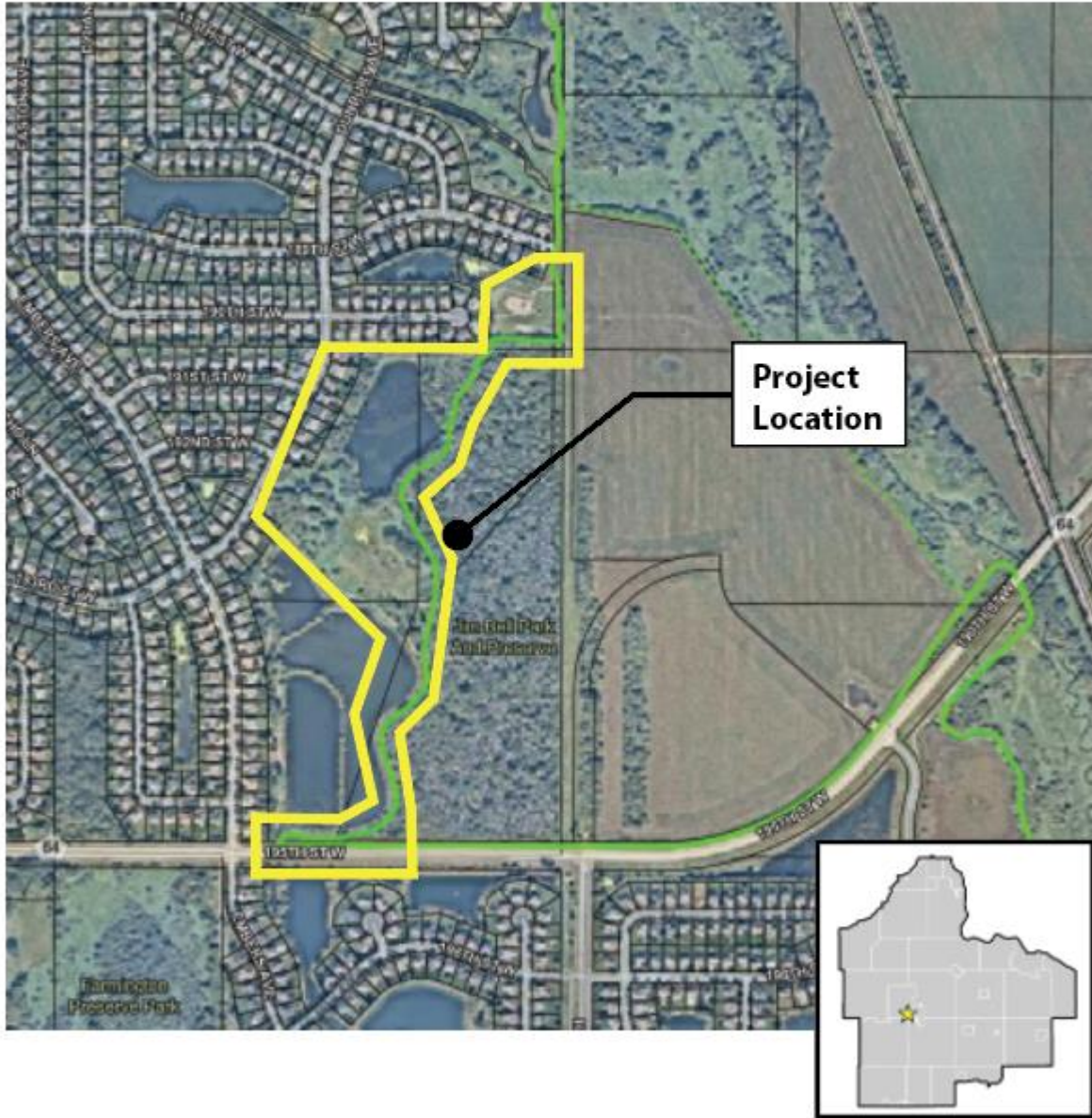


Exhibit 2
Project Element Cost Share (costs estimated)

Total Project Costs

ENGINEER'S ESTIMATE

2026 Jim Bell Park Trail
City of Farmington & Dakota County
BMI Project Number 25X.141456.000



Real People. Real Solutions.

Date: 4/28/2026

Item No.	MnDOT Spec No.	Item	Notes	Unit Price	Unit	DAKOTA COUNTY GREENWAY TYPICAL SECTION 1		CITY OF FARMINGTON TRAIL TYPICAL SECTION 2		Estimated Quantity	Total Amount
						Quantity	Cost	Quantity	Cost		
1	2021.501	MOBILIZATION		\$64,400.00	LUMP SUM	0.68	\$43,792.00	0.32	20608	1	\$64,400.00
2	2101.502	CLEARING		\$125.00	EACH	12	\$1,500.00			12	\$1,500.00
3	2101.502	GRUBBING		\$100.00	EACH	12	\$1,200.00			12	\$1,200.00
4	2104.503	REMOVE CURB AND GUTTER		\$20.00	LIN FT	44	\$880.00	60	\$1,200.00	104	\$2,080.00
5	2104.503	SAWING BITUMINOUS PAVEMENT		\$4.00	LIN FT	250	\$1,000.00	130	\$520.00	380	\$1,520.00
6	2104.504	REMOVE BITUMINOUS PAVEMENT (STREET)		\$20.00	SQ YD	140	\$2,800.00	15	\$300.00	155	\$3,100.00
7	2104.504	REMOVE BITUMINOUS PAVEMENT (TRAIL)		\$9.00	SQ YD	3550	\$31,950.00			3550	\$31,950.00
8	2105.607	EXCAVATION - MUCK	(EV)	\$40.00	CU YD	406	\$16,240.00	140	\$5,600.00	546	\$21,840.00
9	2106.507	EXCAVATION - COMMON	(P)	\$30.00	CU YD	900	\$27,000.00			900	\$27,000.00
10	2112.604	SUBGRADE PREPARATION		\$5.00	SQ YD			2800	\$14,000.00	2800	\$14,000.00
11	2211.507	AGGREGATE BASE CLASS 5	(CV)	\$45.00	CU YD	900	\$40,500.00			900	\$40,500.00
12	2215.504	FULL DEPTH RECLAMATION (TRAIL)		\$15.00	SQ YD			2800	\$42,000.00	2800	\$42,000.00
13	2231.604	BITUMINOUS PATCH SPECIAL		\$75.00	SQ YD	45	\$3,375.00	15	\$1,125.00	60	\$4,500.00
14	2521.518	6" CONCRETE WALK		\$21.50	SQ FT	475	\$10,212.50	275	\$5,912.50	750	\$16,125.00
15	2521.518	4" CONCRETE		\$15.00	SQ FT	350	\$5,250.00			350	\$5,250.00
16	2521.518	3" BITUMINOUS TRAIL		\$35.00	SQ YD	4050	\$141,750.00	2950	\$103,250.00	7000	\$245,000.00
17	2531.501	CONCRETE CURB & GUTTER		\$70.00	LIN FT	160	\$11,200.00	60	\$4,200.00	220	\$15,400.00
18	2531.602	CONCRETE MEDIAN NOSE		\$1,500.00	EACH	2	\$3,000.00			2	\$3,000.00
19	2531.618	TRUNCATED DOMES		\$60.00	SQ FT	80	\$4,800.00	48	\$2,880.00	128	\$7,680.00
20	2563.601	TRAFFIC CONTROL		\$2,000.00	LUMP SUM	0.68	\$1,360.00	0.32	\$640.00	1	\$2,000.00
21	2564.518	SIGN		\$70.00	SQ FT	152	\$10,640.00			152	\$10,640.00
22	2565.616	PEDESTRIAN CROSSWALK FLASHER SYSTEM A		\$35,000.00	SYS	1	\$35,000.00			1	\$35,000.00
23	2573.501	STORM DRAIN INLET PROTECTION		\$100.00	EACH	2	\$200.00	3	\$300.00	5	\$500.00
24	2573.502	SILT FENCE, TYPE MS		\$3.50	LIN FT	2100	\$7,350.00	1675	\$5,862.50	3775	\$13,212.50
25	2574.507	COMMON TOPSOIL BORROW	(LV)	\$55.00	CU YD	680	\$37,400.00	210	\$11,550.00	890	\$48,950.00
26	2575.504	EROSION CONTROL BLANKET CATEGORY 15 (W/SEED)		\$3.00	SQ YD	4100	\$12,300.00	1250	\$3,750.00	5350	\$16,050.00
27	2575.603	ROOT BARRIER		\$50.00	LIN FT	600	\$30,000.00			600	\$30,000.00
28	2582.503	CROSSWALK MARKING - PREF THERMO GR IN		\$21.00	SQ FT	120	\$2,520.00			120	\$2,520.00
29	2582.503	12" SOLID LINE MULTI-COMPONENT		\$15.00	LIN FT	36	\$540.00			36	\$540.00
SUBTOTAL:							\$ 483,759.50		\$ 223,698.00		\$ 708,000.00
10% CONTINGENCY:							\$ 48,380.00		\$ 22,370.00		\$ 70,800.00
TOTAL ESTIMATED CONSTRUCTION COST:							\$ 532,139.50		\$ 246,068.00		\$ 778,800.00
DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING:							\$ 50,732.00		\$ 50,736.00		\$ 50,739.00
TOTAL ESTIMATED PROJECT COST:							\$ 582,871.50		\$ 296,804.00		\$ 829,539.00