JOINT POWERS AGREEMENT FOR

CONSTRUCTION, MAINTENANCE AND COST PARTICIPATION

BETWEEN

THE COUNTY OF DAKOTA

AND

THE ST. PAUL BOARD OF WATER COMMISSIONERS

FOR

DAKOTA COUNTY PROJECT NO. 63-033/04-018

SYNOPSIS: Dakota County and the St. Paul Board of Water Commissioners agree to include necessary installation of watermain with the 2027 and 2028 reconstruction of County State Aid Highway (CSAH) 63 (Delaware Avenue) and 2028 pavement overlay of County Road 4 (Butler Avenue) in Mendota Heights and West St. Paul in Dakota County All sharing of project costs will be in accordance with cost sharing policies within the Dakota County 2040 Transportation Plan (July 2021).

THIS JOINT POWERS AGREEMENT (“Agreement”), is made and entered into by and between the County of Dakota ("County"), a political subdivision of the State of Minnesota, and the City of Saint Paul Board of Water Commissioners (“City”) a municipal corporation existing under the laws of the State of Minnesota, hereafter collectively referred to as “Parties”, and individually as “Party”, and witnesses the following:

WHEREAS, under Minnesota Statutes sections 162.17, subd. 1 and 471.59, subd. 1, two 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, to provide a safe and efficient transportation system, the County and the City are proceeding with County Projects 63-033 and 04-018 (the “Projects”) in the cities of Mendota Heights and West St. Paul; and

WHEREAS, County Project 63-033 will include the reconstruction of 1.53 miles of roadway including new pedestrian facilities, retaining wall, intersection safety improvements and utility replacement and relocations; and

WHEREAS, County Project 04-018 will include construction of 0.23 miles of pedestrian trail and sidewalk, 0.23 miles of pavement overlay, and utility replacement and relocations; and

WHEREAS, the City desires to replace portions of watermain infrastructure within the construction limits of the Projects; and

WHEREAS, to more efficiently deliver the Project, the County and the City mutually desire to partner with one another in exercising their joint powers to complete final design, construction, administration, and maintenance of the Project, as well as to determine each Parties’ respective share of Project costs; and

WHEREAS, the County and City have included the Project in their Capital Improvement Programs and will jointly participate in the costs of said final design engineering, construction,

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maintenance, per the cost sharing policies within the Dakota County 2040 Transportation Plan (July 2021); and

NOW, THEREFORE, it is agreed the County and City will share Project responsibilities as detailed in this Agreement and, in accordance with the cost sharing policies within the Dakota County 2040 Transportation Plan (July 2021), jointly participate in Project costs as set forth herein. The above recitals are incorporated by reference and are made a part hereof as if fully set forth below.

1. Project Administration. The County shall be the lead agency for design, right-of-way acquisition, construction, construction administration, and maintenance of the Project. Subject to the requirements below, the County and the City shall each retain final decision-making authority within their respective jurisdictions.
2. Engineering. Engineering costs shall include the cost of preparing preliminary/final designs, plans, specifications and proposals, surveying, mapping, consultant engineering, right-of-way mapping, construction engineering, construction management, construction inspection and all related materials testing, including the cost of County and City staff time, as well as the cost of facilitating public and/or third-party agency involvement.

3. Plans, Specifications and Award of Contract. The County is the lead agency and will prepare plans and specifications consistent with County and City design standards, State-Aid design standards and MnDOT standards and specifications. The City shall be responsible for inventorying and identifying necessary watermain system repairs and replacements, and preparing plans and specifications associated with watermain system to be incorporated into the County's broader project plans and specifications. The Parties' mutual concurrence with the plans and specifications is required prior to advertising for bids. Within 7 days of opening bids for the construction contract, the lead agency shall submit a copy of the low bid and an abstract of all bids together with the request for concurrence to the State and the award of the construction contract to the lowest responsible bidder. The lead agency may award the construction contract to the lowest responsive and responsible bidder in accordance with state law. If a bid is not awarded, this Agreement shall terminate for the specific project that is not

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awarded, and all costs incurred as of the date of termination shall be apportioned in accordance with the terms of this Agreement. The construction contract shall be performed in accordance with approved plans, specifications and special provisions which are made a part hereof by reference with the same force and effect as though fully set forth herein.

4. Construction. Construction costs shall include all highway and roadway construction items, including removals; mobilization and traffic control, temporary widening or other measures if required as part of traffic control or project staging; mitigation as required by state and federal permits including accessibility requirements; replacement or restoration of fences, landscaping and driveways when affected by construction; replacement or adjustment of sanitary sewer, water and storm sewer systems, if required due to construction; wetland mitigation and banking; and all other construction aspects outlined in the plan except for elements as called out under this Agreement or County policies included in the current adopted Dakota County 2040 Transportation Plan (July 2021). The City shall be responsible for inspecting and approving the work associated with utility repairs and replacements of watermain for the project. During any construction activities involving City watermain, an inspector representing the City must be available at the site. The City shall be responsible for maintaining all watermain facilities upon completion of the project.

5. Construction Standards. All construction, including traffic control, shall be accomplished in accordance with applicable State Aid, County and City standards, specifications, and policies to the satisfaction of the County and City. The County and City reserves the right to inspect construction materials and methods as needed.

6. Traffic Control. Prior to the start of any construction activities on City watermain, a traffic control meeting must be conducted. This meeting can take place at the preconstruction conference. A representative from City, County and contractor must be in attendance. The contractor will provide details of their traffic control plans and must receive concurrence from both the City and County before proceeding with the work. As part of construction inspection, the parties shall monitor the traffic conditions and ensure the traffic control measures are in accordance with what was agreed upon

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during the traffic control meeting. The Parties must coordinate with the Engineer and contractor in the case that traffic control measures ineffective or are creating unsafe conditions.

7. Cost Share. After application of all applicable cost sharing provisions of this Agreement and the Dakota County 2040 Transportation Plan (July 2021) Appendix A (Attachment A) polices F.1 through F.19, the County will participate in the Project as shown in the Opinion of Cost Participation (Attachment B) and as defined below after deducting federal and state cost participation amounts. It is understood that the Opinion of Cost Participation reflects an estimated cost share at the time of Agreement execution. Final costs will be based on actuals at the time of construction.

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- Watermain replacement due to reconstruction on CP 63-033
    - The County and participating cities of Mendota Heights and West St. Paul will be responsible for 50% of costs of watermain replacement directly resulting from roadway construction, with the City responsible for the other 50%. Cost obligations for the Cities of Mendota Heights and West St. Paul shown in the Opinion of Cost Participation are defined through a separate agreement.
- Additional watermain replacement during CP 63-033
    - Additional cost for watermain replacement that the City elects to perform during roadway reconstruction shall be entirely the responsibility of the City.
- Watermain replacement due to construction work on CP 04-018
    - The County and City of West St. Paul will be responsible for 100% of costs of watermain replacement directly resulting from roadway construction or City of West St. Paul utility work. Cost share obligations between the County and the City of West St. Paul are further defined through a separate agreement.

- Additional watermain replacement during CP 04-018

    - Additional cost for watermain replacement that the City elects to perform during roadway construction shall be entirely the responsibility of the City.

8. Project Cost Updates. The lead agency must provide updated cost estimates showing the County and City shares of Project costs annually at the time of Capital Improvement Program development. Updated cost estimates will also be provided by the lead agency at the following times:

    - At construction plan milestones (30%/60%/90%/Final)
    - Prior to advertising a construction contract;
    - After bid opening (prior to contract award);
    - During construction if total contract changes exceed $25,000;
    - Once per year following the construction season until the Project is complete.

    Project cost estimate updates include actual and estimated costs for engineering costs, right-of-way acquisition, utility relocation, construction, and administration.

    The Parties acknowledge that Project cost estimates are subject to numerous variables causing the estimates to be subject to change and the updates are provided for informational purposes in good faith. Each agency is responsible for informing their respective council or board regarding Project costs estimates.

9. Payment. The County shall administer the contract and act as the paying agent for all payments to the contractor. Payments to the contractor will be made as Project work progresses and when certified by the County Engineer. After the construction contract has been awarded, the County shall invoice the City 95% of the City's estimated construction costs based on awarded contract amount. Upon Project completion, the County shall reconcile the final contract amount and invoice the City for any additional amount owed under this Agreement. In the event the County owes payment to the City, then the City shall invoice the County for the amount owed. Upon presentation of an itemized claim by one agency to the other, the receiving agency shall reimburse the invoicing agency for its share of the costs incurred under this Agreement upon

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receipt or within a maximum of 35 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any outstanding amount will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

10. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect any of the Project's cost participation must be approved by the authorized representative of each Party prior to execution of work. The City's appointed representative is [name, title], and the County's appointed representative is Todd Howard, Assistant County Engineer, or their successors. Both Parties shall endeavor to provide timely approval of change orders and supplemental agreements so as not to delay construction operations.

11. 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.

12. Effective Dates for Design and Construction of Project. 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, 2033.

13. Final Acceptance. Final completion of the Project must be approved by both the County and the City. The contractor shall provide a maintenance bond for the City work. The warranty period for materials and workmanship shall be one year from the date of final acceptance by the City, as approved by the City Engineer. The County shall include this requirement in the contract documents.

14. Pavement Maintenance. The County shall be responsible for all pavement maintenance within County-owned right-of-way unless repairs are necessitated due to a failure of a City utility system or installation of new City-owned facilities.

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15. Subsequent Excavation. After completion of the Project, and after expiration of the warranty period regarding repair, if excavation within the County right-of-way is necessary to repair or install water utilities, the City shall apply for a permit from the County and shall be responsible to restore the excavated area and road surface to substantially the condition at the time of disturbance. If the City employs its own contractor for the above-described water utility repair or installation, the City shall hold the County harmless from any and all liability incurred due to the repair or installation of said water, sewer or other municipal utility including, but not limited to, the costs of repair as well as liability to third parties injured or damaged as a result of the work. If the City fails to have the highway properly restored, the County Engineer may have the work done and the City shall pay for the work within 35 days following receipt of a written claim by the County.

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

17. Indemnification. The County agrees to defend, indemnify, and hold harmless the City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the County and/or those of County employees or agents. The City agrees to defend, indemnify, and hold harmless the County against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement for which the City is responsible, including future operation and maintenance of facilities owned by the City and caused by or resulting from negligent acts or omissions of the City and/or those of City employees or agents. All Parties to this Agreement recognize that liability for any 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 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. The County shall include the City as additional insured in the contract documents.

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18. Employees of Parties. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the City, for any purpose, including Worker's Compensation, and 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 the County's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the City. Any and all persons engaged in the work to be performed by the City shall not be considered employees of the County for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged. Any and all claims made by any third party as a consequence of any act or omissions of the part of the City's employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the County.

19. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this 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 the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

20. 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 City 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 in accordance with the Dakota County 2040 Transportation Plan (July 2021) after completion of the construction provided for in this Agreement.

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

COUNTY OF DAKOTA Erin Laberee, Dakota County Engineer (or successor) 14955 Galaxie Ave. Apple Valley, MN 55124 Office: (952) 891-7100 Erin.Laberee@co.dakota.mn.us	CITY/TOWNSHIP OF [NAME] [Name of signatory] Title (or successor) Address Office: [Phone] Email.com

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. Either Party may change its address by written notice to the other Party. Mailed notice shall be deemed complete two business days after the date of mailing.

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[SIGNATURE PAGE TO FOLLOW]

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

CITY OF [NAME]

RECOMMENDED FOR APPROVAL:

_____
[title]

By _____
Mayor

(SEAL)

By _____
City Attorney

Date_____

By_____
City/Township Clerk

Date: _____

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COUNTY OF DAKOTA

RECOMMENDED FOR APPROVAL:

_____
County Engineer

By:_____
Assistant County Manager,
Physical Development Division

Date:_____

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COUNTY BOARD RESOLUTION

No. 26-039 Date: January 20, 2026

ATTACHMENT A

Goal 1: Limited Resources are Directed to the Highest Priority Needs of the Transportation System

F.1 Cost Participation - Roadway

For cities with populations over 5,000, the county will participate in engineering and construction costs for county highway and associated improvements as defined in Table 4 after deducting federal and state cost participation amounts, for the following cost-shared items, individually or in combination, for projects included in the adopted County CIP:

1. Highway construction.
2. Mitigation required by local, state and federal permits, including accessibility requirements.
3. Eligible storm sewer and other drainage facilities based on contributing flows meeting State Aid sharing factors.
4. Replacement or restoration of fences, landscaping, and driveways when affected by construction.
5. Centerline drainage culverts.
6. Existing traffic signals as part of a roadway project.
7. Replace or adjust sanitary sewer, water, and storm sewer systems, if required due to county highway construction.
8. Replace or adjust privately owned public utilities when utilities exist within privately held easements.
9. Eligible water pollution control best management practice items based on the county's share of contributing flows and meeting National Pollution Discharge Elimination System (NPDES) standards such as outlet structures, sedimentation basins and ponds, and temporary erosion control. This includes recognition of the best management practices and systems necessary to meet all local, county, state or federal storm water treatment requirements.
10. Trail and sidewalks along county highways including pedestrian crossing improvements such as beacons, median refuges and bump outs, and overpasses or underpasses, including the Transportation share of greenway crossings, as deemed necessary by the county for safe accommodation of pedestrians and bicycles in the highway right-of-way.
11. Lighting of sidewalks and trails adjacent to county highways in marked school zones and pedestrian crossings in county highways right-of-way.
12. Transit infrastructure improvements on highways, including bus pullouts, bus shelter pads, and other pedestrian facilities determined necessary to support transit.

The county will be responsible for 100 percent of the costs of existing pavement retained and/or rehabilitated through mill and overlay, resurfacing, reclamation, or other methods, as part of the final project. Applicable cost share policies will be applied to all other new construction or reconstruction involving excavation, installation, and placement of other new or reconstructed infrastructure. All other maintenance responsibilities not stated within a policy are county responsibilities. This policy (F.1) also is applied to the county highway portion of trunk highway projects.

Investment Goal Activities by County/City Share

Dakota County Highway Cost Share Policy Overview

Please refer to individual policies for specific details.

Investment Goal	Activities	County Share	City Share	Comments	Cost Share Policy
Preservation	Paved Highway Surface Gravel Highway Surface Bridge Rehabilitation Traffic Safety and Operation Pedestrian and Bicycle Facilities Retaining Wall Rail Crossings	100%	0%		F.17 F.8
	Storm Sewer Maintenance	up to 80%		Up to 80% County for leads and up to 80% City for mainline	F.7
Management	Small Safety Projects	up to 100%			F.15
	Roundabouts	up to 85%	15%	+15% City share per City leg	F.13
	New Traffic Signals	55%	45%		F.4
Replacement and Modernization	Highway Replacement Bridge Replacement Gravel Road Paving Lane Reductions 2- to 3-Lane Modernization	85%	15%	Includes improvements such as turn lanes, medians, shoulders, trails, sidewalks and school zone and pedestrian crossing lighting. Does not include additional through lanes, small safety projects, traffic signals or interchanges.	F.1 F.2 F.3 F.19
	Signal Replacement and Modernization	up to 100%		Cost split per leg	F.4
Replacement and Modernization and Expansion	Aesthetics	up to 3%		Up to 3% of construction cost	F.2
Expansion	Principal Arterials - non-Freeway	85%	15%	Does not include small safety projects, traffic signals or interchanges	F.1 F.2
	10-ton Routes and 6-lane -1/2 mile spacing	75%	25%	Does not include small safety projects, roundabouts, traffic signals or interchanges	F.3 F.14
	All Other Expansion Projects	55%	45%		
	Interchanges	avg. legs		Average of legs	

Table 4.

NOTE: The county is responsible for operation, maintenance and power cost for enhanced or dynamic signing unless otherwise noted.

F.2 Cost Participation - Aesthetic

Participate in aesthetics up to three percent of the county share of highway construction costs (excluding right-of-way, bridges, ponds, and storm sewers) prior to application of federal, state, or jurisdictional transfer funds. The county share of aesthetic participation may not exceed the local cost share for aesthetics. Aesthetics may include landscaping, plantings, decorative pavements, surface treatments, or decorative fencing. The county will not participate in aesthetics on preservation or management projects.

Aesthetic elements are subject to clear zone and sight line requirements, may not hinder normal maintenance operations, or degrade safety or operation of the highway, including trail or sidewalk facilities. The county will not participate in additional right-of-way necessary for only aesthetic enhancements. The local agency is responsible for maintenance of all aesthetic elements. Failure to maintain aesthetic elements may result in the local agency no longer being eligible for aesthetic funding participation. The county reserves the right to remove non-maintained aesthetic elements and recover costs from the local agency.

F.3 Cost Participation - Right-of-Way

For cities with populations over 5,000, the county will participate in the cost of right-of-way for county highway and associated improvements as defined in Table 4 for existing highways where right-of-way is required for:

1. The construction of items described in F.1, (1-11), F.4 (Traffic Signals), and F.13 (Roundabouts) provided city land use decisions have supported right-of-way needs in the corridor.
2. The county's portion of storm sewer and other drainage facilities based on contributing flows meeting State Aid sharing factors.
3. The county portion of water pollution control best management practice items based on the county's share of the contributing flows and meeting NPDES standards. This includes recognition of the best management practices and systems necessary to meet all local, county, state or federal storm water treatment requirements.

F.4 Cost Participation – Traffic Signals

Traffic signals on county highways including construction costs for attached streetlights, interconnection, pre-emption, etc., will be eligible for the following county engineering and construction item participation after subtracting federal and/or state funds as follows:

1. New traffic signal installation, both independent installations or when included with a broader highway project, up to 55 percent county funds.
2. Existing traffic signal replacement or modernization including operational revisions for independent intersection projects such as flashing yellow arrows and pedestrian indications up to the percentage of intersection approach legs under county jurisdiction.
3. 100 percent of traffic signal removals and any directly associated intersection revision construction costs as independent or included in a broader highway project.
4. County standard for signal poles is galvanized. Initial painting and maintenance re-painting costs are aesthetic and is at city cost.

F.5 Cost Participation Involving Federal and State Funds

Subtract from the county eligible project costs, funds received from regional federal solicitation, Trunk Highway Fund, Trunk Highway Jurisdictional Transfer Fund, or federal or state grants, with the balance of remaining costs divided according to applicable county policies.

F.6 Cost Participation for Populations Less Than 5,000

Pay all costs for eligible construction and reconstruction for county highway improvements in cities with populations less than 5,000 and all townships.

F.7 Cost Participation for Storm Sewer System Maintenance

Share the cost of city maintenance of the following elements of county transportation facility storm water drainage systems:

1. Roadway catch basins and pipes connecting catch basins to mainline pipes are eligible for up to 80 percent county participation, or the county share of contributing flows, whichever is less.
2. Mainline pipes at a minimum of 20 percent or the county’s share of contributing flows, whichever is greater.
3. Storm water treatment and mitigation facilities based on the county's share of contributing flows.

4. To be eligible for county participation, a system-wide maintenance agreement between the county and local agency will be required to identify system-wide storm water roles and cost responsibilities. These cost share agreements are for actual repair and replacement projects and not for routine maintenance activities such as cleaning.
5. To be eligible for county participation, storm sewer repair and maintenance projects must be included in the currently adopted CIP or be approved by the county prior to incurring costs.

F.8 Multi-Use Trails and Sidewalk Maintenance

Participate in pavement preservation, overlay, or reconstruction of trails and sidewalks along the county highway system up to 100 percent. The city is responsible for snow and ice removal. To be eligible for county participation in trails and sidewalks, a system-wide maintenance agreement between the county and local agency will be required to identify system-wide trail and sidewalk roles and cost responsibilities.

F.9 Transit Capital and Operating

Consider participation in transit capital and operating enhancements, or pilot projects, up to 50 percent after application of federal or state funds available for the project as determined by the county.

F.10 Tax Increment Financing (TIF) Costs

Subtract from the county eligible project costs, the costs of highway improvements or other highway costs (e.g. turn lanes, traffic controls, etc.), which are, in the determination of the county, the result of tax increment financing plan or an amendment to a TIF plan with the balance of costs divided according to policies. County Board resolution is required for any significant deviation from this policy.

F.11 Township Allotment Fund

As requested by the township and approved by the County Engineer, use the "township allotment" to fund:

1. 50 percent of township road or bridge construction projects.
2. Intersection lighting of county highways, including energy costs. (Energy costs will be submitted on an annual basis.)
3. Sign replacement funding.

F.12 Capital Improvement Program

Annually prepare and review the five-year Transportation, Transportation Sales and Use Tax and Regional Railroad Authority CIP's.

F.13 Cost Participation – Roundabouts

Participate up to 85 percent of the costs for eligible engineering and construction items, including streetlights and other features determined as necessary for operation, for roundabouts as described in Policy F.1. as follows:

- County Intersections: 25 percent base level of participation plus 15 percent for each county approach leg of the intersection.
- Trunk Highway Intersections: 85 percent for each county leg of the intersection after application of federal and/or state funds.

The county does not participate in strictly aesthetic elements for roundabout projects.

F.14 Cost Participation – Future County Road Segments

At county discretion, participate in the construction and engineering costs in accordance with F.1 for constructing local roadways that are identified as future county highway segments to county standards, over and above the costs that would have been incurred to construct the segment to city collector street standards.

F.15 Cost Participation – Small Safety Projects

The county may participate up to 100 percent of the engineering and construction costs of the following project types based on county review or prioritization to improve the safety of the transportation system, provided that they would not otherwise be included in a larger management, replacement and modernization or expansion project, or permit request:

1. Median closures or modifications;
2. Access closures or modifications;
3. Streetlights at intersections, marked pedestrian crossing locations and lighting along county highway trails within school zones with demonstrated safety benefit based on county evaluation – Participate up to 100 percent for power and maintenance costs;
4. Turn lanes or channelization at the intersection of two county highways;
5. Pedestrian crossing improvements including median refuges, bump outs, and pavement markings;
6. Guardrail Installation; and
7. ADA required safety improvements including curb ramps, sidewalk and bus shelter pads, and sidewalk connections within county highway right-of-way.

F.16 Cost Participation – Local Roadway System

The county may participate up to 85 percent, as defined on Table 4, of the costs for construction of local roadways necessary to directly mitigate physical, safety or operational deficiencies on the county highway system. Actual participation amount shall be based on the quantifiable benefit to the county highway system, as determined by the county based on engineering study. Local roadway construction costs that will be considered include:

1. Costs associated with relocation and construction of portions of the local roadway system to provide for its continuity and operation at a level that approximates its condition prior to construction of a county highway project.
2. Costs associated with improvements necessary to adequately accommodate county highway traffic detoured onto a local roadway during county highway construction.
3. Costs to improve local roadways to adequately accommodate traffic turning from the county highway onto a local roadway due to the addition of turn lanes on the county highway.
4. Costs directly associated with removal or consolidation of existing access to the county highway system.
5. Costs associated with construction of a local roadway that directly mitigates an existing county highway safety or operational issue or directly eliminates or significantly delays the need to expand the county highway system.

F.17 Traffic Signal and Street Lighting Power Costs and Maintenance Responsibilities

Participate in the maintenance and power costs for new and replacement traffic signals and standard streetlights as follows. Aesthetically enhanced and decorative streetlights are subject to Policy F.2.

A. New and Replacement

a. Installation (New and Replacement) Streetlights at intersections, marked pedestrian crossing locations and lighting along county highway trails within school zones with demonstrated safety benefit based on county evaluation – Participate up to 100 percent for power and maintenance costs.
b. Street lighting at roundabouts – The county will be responsible for power costs and maintenance on county-county and state-county intersection roundabouts and the city will be responsible on city-county intersection roundabouts.
c. Street lighting, maintenance and power costs for traffic signals – The county will participate in power costs for traffic signals including the streetlight up to the percentage of intersection approach legs under county jurisdiction. The streetlights must be energy saving and connected to the service cabinet. Street lighting is the luminaire, pole and all wiring located above the signal mast arm. The city is responsible for maintenance of streetlights and all costs for unmetered services. Painting maintenance of streetlights for signals is 100 percent city responsibility.

B. Existing
a. Energy saving light retrofits - The county does not participate. Cities may elect to retrofit streetlights at their cost and by permit through the county.

F.18 County Advanced Funding for City Cost Participation

The county will consider advancing the local share of a project, consistent with adopted county cost participation policies, in the approved CIP's by agreement with the city involved when all the following criteria are met:

1. The county determines there is a need on the county transportation system that should be addressed sooner than city funding allows.
2. The county has the available funds to pay the city cost share at the time the cost will be incurred.
3. The city submits a request to the county explaining the reason(s) for the county to advance fund their share.
4. The plan for city repayment is defined in an agreement between the city and county.
5. County advance funding is limited to a maximum 3-year period.

F.19 Left Turn Lane/Access Permit Process

In cities over 5,000 in population, the county will participate up to 85 percent of one half (42.5 percent) of the engineering, right-of-way and construction costs for left turn lanes required by the county through the access permitting process on high speed, two-lane, undivided county highways to accommodate a new access across from an existing access that does not have an existing left turn or bypass lane. For locations in cities under 5,000 in population or townships, the county may participate up to 50 percent of the engineering, right-of-way and construction costs.

CP 63-33 | Delaware Ave Reconstruciton

Updated 4/22/2026 — Cost Split Worksheeet

POLICY	TYPE	COUNTY %	CITY 1 % MENDOTA HTS	CITY 2 % WEST ST. PAUL
F.4	REPLACEMENT & MODERNIZATION	85%	7.5%	7.5%
GC	GOLF COURSE IMPROVEMENTS (POND DREDGING)	-	100.0%	-
SAN	SANITARY SEWER REPLACEMENT - 100% WSP	-	-	100.0%
	WATERMAIN - 50% OF COST SPLIT BETWEEN AGENCIES	85.0%	7.50%	7.50%
	WATERMAIN - 100% SPRWS	0%	0%	0%

SPLIT NOTES

General Cost split for the Project (85/15)
Parts of the Improvement for MH - Pond Dredging
WSP Sanitary Sewer Replacement (Marie Ave to Wentworth Ave / Emerson Ave to Dodd Road) = 100% WSP
Watermain 50/50 Split between DC/MH/WSP (85/15 of 50% between County & 2 cities)
100% SPRWS responsibility

Estimated costs or estimated percentages	E	Estimated Cost
Any pending costs that are likely to hit the project	P	Pending
Actual project costs	A	Actual Cost
CIP Budgets from current year	C	Insert CIP Budget

		CODE	ESTIMATE NOTES	%		R	N/A	SPRWS	R	R	GC	SAN	Comments
	CP 63-33 | Delaware Ave Reconstruciton DELAWARE AVE - FROM MARIE TO DODD RD.		**CIP Programmed Budgets**		**Total (Estimated if not known)**	**Dakota County (85%)**	**Dakota County (100%)**	**SPRWS (100%)**	**City of Mendota Heights (7.5%)**	**City of West St. Paul (7.5%)**	**City of Mendota Heights (100%)**	**City of West St. Paul (100%)**	
PROJECT DELIVERY	**Preliminary & Final Design (85/15 Split)**												
	- *Kimley Horn* (Preliminary & Final Design)	A	incl. ROW		$ 1,832,900	$ 1,557,965	N/A	N/A	$ 137,468	$ 137,468	N/A	N/A	Executed contract (DCA21933) - Split = 85/15 split
	- *Kimley Horn* (Final Design Amendment 1)	P			$ 217,070	$ 184,510	N/A	N/A	$ 16,280	$ 16,280	$ -	$ -	DRAFT Amendment 10/26/25 - capturing scope changes needed
	-Public Engagement Mailing/Advertisement		KH contract			$ -	N/A	N/A	$ -	$ -	N/A	N/A	Part of the KH contract
	Design Totals		**$**	**600,000**	**$ 2,049,970**	**$ 1,742,475**	**$ -**	**$ -**	**$ 153,748**	**$ 153,748**	**$ -**	**$ -**	
	Total Labor Costs (85/15 Split)												Combine as a general cost (capturing all staff time across county/cities)
	Combined (County/City) Staff Eng/Admin - DESIGN (20%)	E	percentage	20.0%	$ 409,994	$ 348,495	N/A	N/A	$ 30,750	$ 30,750	N/A	N/A	20% of KH design contract, including pending amendments
	Combined (County/City) Eng/Admin - R/W (12.5%)	E	percentage	12.5%	$ 256,246	$ 217,809	N/A	N/A	$ 19,218	$ 19,218	N/A	N/A	
	County Eng/Admin - CONST. (6%)	E	percentage	6.0%	$ 785,178	$ 667,401	N/A	N/A	$ 58,888	$ 58,888	N/A	N/A	
	DC/Cities Labor Totals				**$ 1,451,418**	**$ 1,233,706**	**$ -**	**$ -**	**$ 108,856**	**$ 108,856**	**$ -**	**$ -**	
RIGHT OF WAY	**Right of Way (85/15 Split)**												
	- *Henning* (Appraisals)		KH Contract			$ -	N/A	N/A	$ -	$ -	N/A	N/A	Part of the KH contract
	- *Henning* (Review Appraisals)		KH Contract			$ -	N/A	N/A	$ -	$ -	N/A	N/A	Part of the KH contract
	-R/W (Settled)					$ -	N/A	N/A	$ -	$ -	N/A	N/A	*Will fine-tune cost-splits as the appraisal process progresses.
	-R/W (Unsettled)	A			$ 1,004,350	$ 853,698	N/A	N/A	$ 75,326	$ 75,326	N/A	N/A	appraisal offers are being reviewed.
	-Commissioners Time	E			$ 12,000	$ 10,200	N/A	N/A	$ 900	$ 900	N/A	N/A	*Will fine-tune cost-splits as the appraisal process progresses.
	-County Attorney Time	E			$ 20,000	$ 17,000	N/A	N/A	$ 1,500	$ 1,500	N/A	N/A	
	Right of Way Totals		**$**	**2,000,000**	**$ 1,036,350**	**$ 880,898**	**$ -**		**$ 77,726**	**$ 77,726**	**$ -**	**$ -**	
COLNSTRUCTION	**Construction (Global 85/15, specific items broken out below)**												
	- Construction Estimate (60% Estimate, minus watermain)	E	60% Estimate		$ 13,086,302	$ 9,943,994	$ -	$ -	$ 877,411	$ 877,411	$ 357,500	$ 1,029,985	Total construction costs, not including watermain (broken out separately by agency cost share below)
	- Watermain Work (shared)	E			$ 527,560	$ 224,213	$ -	$ 263,780.00	$ 19,784	$ 19,784	N/A	N/A	Watermain 50/50 Split between DC/MH/WSP (85/15 of 50% between County & 2 cities)
	- Watermain Work (100% SPRWS)	E			$ 1,370,325		$ -	$ 1,370,325.00					100% SPRWS responsibility
	-Contingency (10%)	E	percentage	10%	$ 1,498,419	$ 1,273,656	$ -	$ -	$ 112,381	$ 112,381	N/A	N/A	Using 10% contingency from PRE 60% estimate
	-Incentives (1%)	E	percentage	1.0%	$ 130,863	$ 111,234	$ -	$ -	$ 9,815	$ 9,815	N/A	N/A	
	-Mn/Dot Testing (0.8%)	E	percentage	0.8%	$ 104,690	$ 88,987	$ -	$ -	$ 7,852	$ 7,852	N/A	N/A	
	-Permits	E					$ -	$ -	$ -	$ -	N/A	N/A	
	Construction Totals		**$**	**15,660,000**	**$ 16,718,159**	**$ 11,642,084**	**$ -**	**$ 1,634,105**	**$ 1,027,243**	**$ 1,027,243**	**$ 357,500**	**$ 1,029,985**	
	COLUMN TOTALS		**$**	**18,260,000**	**$ 21,255,897**	**$ 15,499,161**	**$ -**	**$ 1,634,105**	**$ 1,367,573**	**$ 1,367,573**	**$ 357,500**	**$ 1,029,985**	

CP 63-33 - COST SPLIT SUMMARY	
Dakota County Total	$ 15,499,161
City of Mendota Heights Total	$ 1,725,073
City of West St Paul Total	$ 2,397,558
SPRWS Total	$ 1,634,105

PROJECT TOTALS	**$ 21,255,897**

CP 4-18 | Butler Ave Sidewalk & Trail Improvements

Updated 4/22/2026 Cost Split Worksheeet

POLICY	TYPE	COUNTY	CITY OF WEST ST. PAUL
F.4	REPLACEMENT & MODERNIZATION	85%	15.0%
F.1	MILL & OVERLAY / MICROSURFACING	100%	0.0%
	WATERMAIN - 50% OF COST SPLIT BETWEEN AGENCIES	85.0%	7.50%
	WATERMAIN - 100% SPRWS	0%	0%

SPLIT NOTES

General Cost split for the Project (85/15)
Surface improvements to Butler Ave
Watermin share between agencies
100% SPRWS responsibility

Estimated costs or estimated percentages	E	Estimated Cost
Any pending costs that are likely to hit the project	P	Pending
Actual project costs	A	Actual Cost
CIP Budgets from current year	C	Insert CIP Budget

		CODE	ESTIMATE NOTES	%		R	M	SPRWS	R		Comments
	CP 4-18 | Butler Ave Sidewalk & Trail Improvements		**CIP Programmed Budgets**		**Total (Estimated if not known)**	**Dakota County (85%)**	**Dakota County (100%)**	**SPRWS (100%)**	**City of West St. Paul (15%)**	**City of West St. Paul (100%)**	
PROJECT DELIVERY	**Preliminary & Final Design (85/15 Split)**										
	- *Kimley Horn* (Preliminary & Final Design)	A	incl. ROW			$ -	N/A	N/A	$ -	N/A	Executed contract (DCA21933) - Split = 85/15 split - costs captured in CP 63-33
	- *Kimley Horn* (Final Design Amendment 1)	P				$ -	N/A	N/A	$ -	$ -	DRAFT Amendment 10/26/25 - capturing scope changes needed - costs captured in CP 63-33
	-Public Engagement Mailing/Advertisement		KH contract			$ -	N/A	N/A	$ -	N/A	Part of the KH contract
	Design Totals		**$**	**188,050**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	
	Total Labor Costs (85/15 Split)										Combine as a general cost (capturing all staff time across county/cities)
	Combibed (County/City) Eng/Admin - DESIGN (20%)	E	percentage	20.0%	$ -	$ -	N/A	N/A	$ -	N/A	20% of KH design contract, including pending amendments - costs captured in CP 63-33
	Combibed (County/City) Eng/Admin - R/W (12.5%)	E	percentage	12.5%	$ -	$ -	N/A	N/A	$ -	N/A	
	County Eng/Admin - CONST. (6%)	E	percentage	6.0%	$ 52,737	$ 44,827	N/A	N/A	$ 7,911	N/A	
	DC/Cities Labor Totals				**$ 52,737**	**$ 44,827**	**$ -**	**$ -**	**$ 7,911**	**$ -**	
RIGHT OF WAY	**Right of Way (85/15 Split)**										
	- *Henning* (Appraisals)		KH Contract			$ -	N/A	N/A	$ -	N/A	Part of the KH contract
	- *Henning* (Review Appraisals)		KH Contract			$ -	N/A	N/A	$ -	N/A	Part of the KH contract
	-R/W (Settled)					$ -	N/A	N/A	$ -	N/A	*Will fine-tune cost-splits as the appraisal process progresses.
	-R/W (Unsettled)	A			$ 28,500	$ 24,225	N/A	N/A	$ 4,275	N/A	appraisal offers are being reviewed.
	-Commissioners Time	E			$ 5,000	$ 4,250	N/A	N/A	$ 750	N/A	*Will fine-tune cost-splits as the appraisal process progresses.
	-County Attorney Time	E			$ 8,000	$ 6,800	N/A	N/A	$ 1,200	N/A	
	Right of Way Totals		**$**	**150,000**	**$ 41,500**	**$ 35,275**	**$ -**		**$ 6,225**	**$ -**	
COLNSTRUCTION	**Construction (Global 85/15, specific items broken out below)**										
	- Construction Estimate (60% Estimate, minus watermain)	E	60% Estimate		$ 878,955	$ 678,997	$ 80,135		$ 119,823		Total construction costs, not including watermain (broken out separately by agency cost share below)
	- Watermain Work	E			$ 166,925	$ 59,606	$ -	$ 96,800	$ 10,519	N/A	Separated out watermain work to capture splits
	-Contingency (10%)	E	percentage	10%	$ 104,588	$ 88,900	$ -	$ -	$ 15,688	N/A	Using 10% contingency from PRE 60% estimate
	-Incentives (1%)	E	percentage	1.0%	$ 8,790	$ 7,471	$ -	$ -	$ 1,318	N/A	
	-Mn/Dot Testing (0.8%)	E	percentage	0.8%	$ 7,032	$ 5,977	$ -	$ -	$ 1,055	N/A	
	-Permits	E					$ -	$ -	$ -	N/A	
	Construction Totals		**$**	**400,000**	**$ 1,166,289**	**$ 840,951**	**$ 80,135**	**$ 96,800**	**$ 148,403**	**$ -**	
	COLUMN TOTALS		**$**	**738,050**	**$ 1,260,526**	**$ 921,053**	**$ 80,135**	**$ 96,800**	**$ 162,539**	**$ -**	

CP 63-33 - COST SPLIT SUMMARY	
Dakota County Total	$ 1,001,188
City of West St Paul Total	$ 148,403
SPRWS Total	$ 96,800

PROJECT TOTALS