



**Request for City Council Committee Action  
From the Department of Public Works**

Date: July 22, 2002  
To: Transportation and Public Works Committee  
Referral to: Ways & Means

**Subject: Midtown Greenway Trail Phases 2 and 3  
Cost Participation Agreement, Permit Agreement, Construction Plans**

**Recommendation:**

1. Enter into a Cost Participation Agreement with the State of Minnesota (MnDOT) and Hennepin County for the Midtown Greenway Trail Phases 2 and 3 pending City Attorney approval.
2. Amend the 2002 Capital Improvement appropriation resolution for the PW-Transportation Capital Agency (Commuter Bike Route System) in the Permanent Improvement Fund (4100-943-9470) by \$216,000 for the Phase 2 Trail construction.
3. Enter into a Permit Agreement (easement) for the City to use the Hennepin County Regional Railroad Authority (HCRRA) property for the Phase 2 Trail pending City Attorney approval.
4. Approve the Phase 2 Trail construction plans/specifications and direct City/County staff to obtain construction bids.

**Previous Directives:** None

Prepared or Submitted by: Jon Wertjes, Transportation Engineer, 673-2614  
Approved: David J. Sonnenberg, P. E., City Engineer, Director of Public Works

By: Greg Finstad Greg Finstad  
Presenters in Committee: Jon Wertjes

**Financial Impact** (Check those that apply)

No financial impact - or - Action is within current department budget.  
(If checked, go directly to Background/Supporting Information)

- Action requires an appropriation increase to the Capital Budget  
 Action requires an appropriation increase to the Operating Budget  
 Action provides increased revenue for appropriation increase  
 Action requires use of contingency or reserves  
 Other financial impact (Explain):

Request provided to the Budget Office when provided to the Committee Coordinator

**Community Impact** (use any categories that apply)

See below

**Background/Supporting Information**Cost Participation Agreement

The City of Minneapolis and Hennepin County are improving the 29<sup>th</sup> Midtown Street Railroad Corridor for use as a regional bicycle and pedestrian trail between 5<sup>th</sup> Avenue South and Hiawatha Avenue South (Phase 2) and Hiawatha Avenue South and the Mississippi River (Phase 3). These projects will be complete under State Project Nos. 141-090-09, 141-090-13, 141-090-20, and 27-090-02. These improvements contemplate construction of a trail, ramp access, retaining walls, signing, lighting, and a security system along the corridor to be described in each phase's project memorandum and detailed construction plans. In addition, the project costs include the design and field construction engineering efforts. (See the attached location map.)

County and City staffs have agreed that the project improvements should be developed jointly by the County and City as defined in the Memorandum of Agreement (MOU) that will be included as part of the Cost Participation Agreement.

The County and City have applied for and received commitments for federal funding for a major portion of the project construction costs and the State of Minnesota (MnDOT) is the fiscal agent of those Federal funds. The State, County and City have expressed their willingness to fund costs incurred by the project as stated in MOU. A summary of the estimated project revenues by agency is defined in the table below.

**Project Revenue Summary by Phase**

Agency	Phase 2 Trail	Phase 3 Trail	Total
State of Minnesota	\$2,481,000	\$2,269,678	\$4,750,678
Hennepin County	\$ 584,000	\$1,256,000	\$1,840,000
City of Minneapolis	\$ 350,000	\$ 350,000	\$ 700,000
NRP - Phillips	\$ 35,000		\$ 35,000
NRP - Longfellow		\$ 60,000	\$ 60,000
<b>TOTAL</b>	<b>\$3,450,000</b>	<b>\$3,935,678</b>	<b>\$7,385,678</b>

County and City staffs have agreed that the County staff will take the lead in project management for these two phases and will continue to regularly coordinate with the City as defined in the MOU. Requests for payment and invoicing for the use of all funds is described in the Cost Participation Agreement.

To allow for the Midtown Greenway Phase 2 Trail to begin construction in 2002 and be completed in 2003, city staff recommends that the \$216,000 be appropriated for use on the project from the PW - Transportation Capital Agency (Commuter Bike Route System) in the Permanent Improvement Fund (4100-943-9470). These funds are available in the Commuter Bike Route System.

Public Works staff recommends that the City enter into the Cost Participation Agreement pending City Attorney review and appropriate project funds for year 2002. (See the attached draft Cost Participation Agreement – Exhibit A)

### Permit Agreement

The Hennepin County Regional Railroad Authority (HCRRA) and City of Minneapolis entered into a permit (easement) agreement for the City to use the HCRRA property to build, maintain and operate the Phase 1 Trail segment. Similar to that permit, the HCRRA and City need to enter into a Permit Agreement for the Phase 2 Trail segment. In addition to the HCRRA permit to the City, the City will be granting the County a temporary construction permit in 28<sup>th</sup> Street right-of-way to build the trail project.

The County has drafted a Permit Agreement. City Attorney and Transportation staffs have reviewed the draft agreement and have submitted comments to the County. Public Works staff recommends that the City enter into this Permit Agreement pending recommended staff changes. (See attached draft Permit Agreement – Exhibit B)

### Construction Plan Approval

The County and City, through assistance from the consultant, have developed the draft Phase 2 Trail construction, safety and security plans. These construction plans contemplate the construction of a 20-foot wide asphalt trail, access ramps, retaining walls, signing and striping, landscaping, lighting and security systems along the corridor between 5<sup>th</sup> and Hiawatha Avenue.

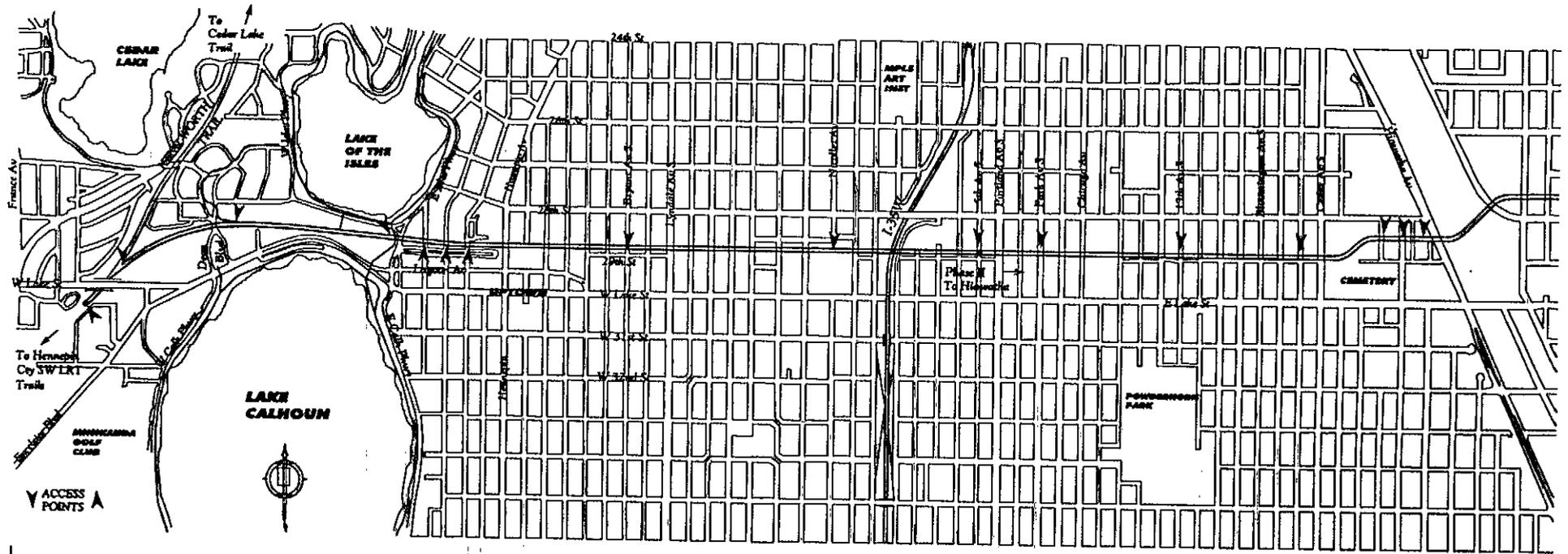
These construction plans were developed through numerous meetings with the neighborhoods, Midtown Greenway Coalition, and other interested parties. The community is aware and supportive of the project design plans. Excellent community input has been obtained and has greatly impacted the project design. The State Historic Preservation Office (SHPO) and MnDOT's Cultural Resources group have been involved in the project design efforts.

Public Works staff recommends the City approve the Phase 2 Trail construction plans and direct City/County staff to obtain construction bids. (See the attached construction plan sheets – Exhibit C)

Cc Paul Ogren; Don Pflaum; Dean Michalko & Larry Blackstad, Hennepin County;  
Colleen VanWagner, MnDOT

Attachments: Map; Exhibits A, B & C

# Midtown Greenway Bicycle & Pedestrian Trail



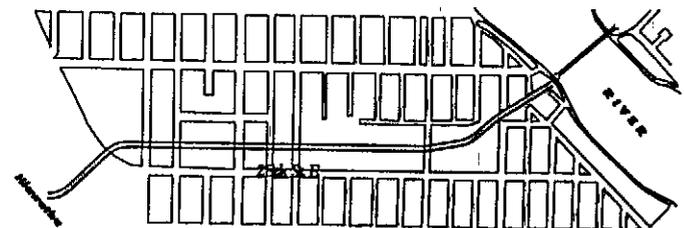
PHASE I

PHASE II

City Limits

5th Ave S

Hennepin



PHASE III

draft

EXHIBIT A

City Agreement No. \_\_\_\_\_  
County Agreement No. \_\_\_\_\_  
State Agreement No. \_\_\_\_\_  
Midtown Greenway Trail Phase 2 & 3

**AGREEMENT FOR COST PARTICIPATION FOR MIDTOWN GREENWAY TRAIL  
PHASE 2 & 3**

**STATE PROJECT NOS. 141-090-09, 141-090-13, 141-090-20, and 27-090-02**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2002, by and among the State of Minnesota, hereinafter referred to as the "State", and the County of Hennepin, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "County", and the City of Minneapolis, a body politic and corporate under the laws of the State of Minnesota, hereinafter referred to as the "City".

**WINESSETH:**

**WHEREAS**, the City and County are preparing to improve the 29<sup>th</sup> Midtown Street Railroad Corridor for use as a bike trail between 5<sup>th</sup> Avenue South and Hiawatha Avenue South (Phase 2) and Hiawatha Avenue South and the Mississippi River (Phase 3) under State Project Nos. \_\_\_\_\_, which improvements contemplate construction of a trail, ramp access, retaining walls, signing, lighting, and security systems along the corridor to be described in each phase's project memorandum, hereinafter referred to as the "Project" and,

**WHEREAS**, the County and the City agree that the Project improvements contemplated herein should be developed jointly by the County and City as defined in the attached Memorandum of Agreement, hereinafter referred to as the "MOU", whose interests include the HCRRA, Hennepin County Works, and City property and the immediate vicinity; and

**WHEREAS**, in order to properly serve the City and County as it related to public affairs and acceptance of the Project by neighborhoods and business, the City and County will maximize community involvement and support for the Project; and

**WHEREAS**, the County take the lead in project management for the Project but may not possess the expertise to design and/or engineer the improvements contemplated and therefore will enter into agreements with consultants to perform the necessary work within the desired timeframe; and

**WHEREAS**, the above described project lies within the corporate limits of the City; and

**WHEREAS**, the City and County have applied for and received commitments for Federal funding for a portion of the Project construction costs and the State is the fiscal agent of those Federal funds; and the State, County and City have expressed their willingness to fund costs incurred by the Project under the aforesaid MOU; and

**WHEREAS**, it is contemplated that said work be carried out by the parties hereto under the provisions of Minnesota Statutes Section 162.17, Subdivision 1, and Section 471.59.

draft

City Agreement No. \_\_\_\_\_  
County Agreement No. \_\_\_\_\_  
State Agreement No. \_\_\_\_\_  
Midtown Greenway Trail Phase 2 & 3

**NOW THEREFORE, IT IS HEREBY, AGREED AS FOLLOWS:**

1

Hennepin County will execute agreements with the consulting engineering firm (s) for design and engineering services related to the Project regarding subsequent Project needs identified in the MOU, said entities hereinafter referred to collectively as consultants.

By executing this Agreement, the City and County will hereby concur in the selection of the consultants and will also concur in the means by which the consultants will accomplish the work under the aforementioned MOU.

Said agreements between Hennepin County and the consultants specify that work performed by the consultants shall meet minimum standards for trail projects as specified in accordance with applicable federal, state, and local regulations and requirements as well as all applicable design standards and requirements of the Federal Highway Administration and the Minnesota Department of Transportation (Mn/DOT) and the American Association of State Highway and Transportation Officials (AASHTO) guidelines and recommendations.

2

The City shall provide the County's consultants with existing data and documents as may be necessary for the completion of the aforementioned Project and other public information that will assist the consultants with project management/public involvement as they relate to the development of both the roadway and streetscape improvements. It is understood that while the City agrees to furnish data and information to the County's consultants, the City shall have no responsibility for the supervision of the consultants' work. Supervision of the consultants shall be the responsibility of the County.

3

It is further understood and agreed by the parties hereto, that the distribution of the Project construction costs, engineering costs and the design costs are set forth in this Agreement and are defined in the MOU.

4

It is understood that the initial Federal funds requested by the City and County, and approved by the State are as follows:

Federal STP Trail Phase 2 (S.P. 141-090-09)	\$1,605,024 Fed	\$ 401,256 local match
Federal STP Trail Phase 3 (S.P. 141-090-13)	\$ 1,104,993 Fed	\$ 276,248 local match
Federal TE Safety (S.P. 141-090-20)	\$ 1,140,661 Fed	\$ 285,165 local match
Federal High Priority (S.P. 27-090-02)	\$ 900,000 Fed	\$ no local match

These Federal funds account for inflation per the State's typical methods.

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Midtown Greenway Trail Phase 2 & 3

It is further understood and agreed by the parties hereto that the Federal share of the Federal TE Safety S.P. 141-090-20 and Federal STP Trail S.P.141-090-09 and S.P. 141-090-13 are for Project construction improvements only and that the Federal High Priority S.P. 27-090-02 funds may be used for any Project cost.

It is further understood that the local matching funds shall be provided by the City and County. If construction costs exceed the budgeted and programmed funds defined in the MOU, all parties will agree to a cost sharing arrangement that will be defined in supplemental agreement(s) to the construction bidding contract(s).

5

The Project total revenues and costs are expected to be Seven Million, Three Hundred Eight-Five Thousand, Six Hundred Seventy-eight and No Cents (\$7,385,678.00). The sharing of these costs is defined below and in the MOU.

The City, by executing this Agreement, hereby agrees to fund its share of the costs incurred by Project as defined in the MOU. The City's share of the Project costs is estimated at Seven Hundred Thousand and No Cents (\$700,000.00).

The County, by executing this Agreement, hereby agrees to fund its share of the costs incurred by Project as defined in the MOU. The County's share of the Project costs is estimated at One Million, Eight Hundred Forty Thousand and No Cents (\$1,840,000.00).

The State, by executing this Agreement, hereby agrees to fund its share of the costs incurred by Project as defined in the MOU. The State's share of the Project costs is estimated at Four Million, Seven Hundred Fifty Thousand, Six Hundred Seventy-Eight and No Cents (\$4,750,678.00).

The City agrees to continue its actions to obtain the necessary NRP neighborhood funds in the amount of Ninety-Five Thousand and No Cents (\$95,000.00) as defined in the MOU.

All parties understand and agree that during the duration of the Project there may be reason for any party to amend aforesaid agreements that may result in additional costs in excess of the maximum amounts set forth in the first paragraph of this section. All parties further understand that such needs may subsequently result in an amendment to this Agreement for additional funding for the Project.

6

It is understood by the parties that the County will accept the lead role for the Project (Phase 2 and Phase 3 as defined herein). All correspondence between any of the parties related to this Project shall be carbon copied to all the parties.

The County will construct the project under its own "delegated authority" which has been granted by the State.

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City Agreement No. \_\_\_\_\_  
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Midtown Greenway Trail Phase 2 & 3

The expenditures of Federal funds that were designated to the City (S.P. 141-090-09, 141-090-13 and 141-090-23) shall be transferred to County from the State based on the appropriate invoices submitted by the County with countersigned approval by the City's project manager.

7

It is understood by the parties hereto that the City has budgeted for the year 2002, Two Hundred Sixteen Thousand Dollars and No Cents (\$216,000.00) for its share of the costs to be incurred by the Project under the above-cited agreements. It is further understood and agreed by the parties hereto that the County will invoice the City during the 2002 calendar year with supporting documentation of such expenses. Invoices shall be approved by the City's project manager and then sent to Minneapolis Finance for payment.

The remaining funds owed the County will be paid by the City as the work is completed in the subsequent years of the contract. The County will invoice the City no more often than once a month for reimbursement. The invoices will include copies of invoices the County has received from its consultants and/or construction expenses.

The City shall remit payment of the full amount due to the Hennepin County Treasurer within forty-five (45) days of submittal of said invoices.

All payments to the County shall be postmarked by the date due or a late penalty of one (1) percent per month, or fraction thereof, on the unpaid amount due as stated on the invoice, notwithstanding any dispute of such amount. Should a disputed amount be resolved in favor of the City, the County shall reimburse the disputed amount plus daily interest thereon calculated from the date such disputed amount was received by the County. Daily interest shall be at the rate of one (1) percent per month on the disputed amount.

8

It is understood by the parties hereto that the State will make available Federal funds for the year 2002, Three Million, Two Hundred Four Thousand Dollars, One Hundred Thirty -Nine Dollars and No Cents (\$3,204,139.00) for its share of the costs to be incurred by the Project under the above cited agreements. It is further understood and agreed by the parties hereto that the County will invoice the State during the 2002 calendar year with supporting documentation of such expenses. Invoices shall be approved by the City's project manager and then sent to the State for payment.

The remaining funds owed the Project will be paid by the State as the work is completed in the subsequent years of the contract. The County will invoice the State no more often than once a month for reimbursement. The invoices will include copies of invoices the County has received from its consultants and/or construction expenses.

The State shall remit payment of the full amount due to the Hennepin County Treasurer within forty-five (45) days of submittal of said invoices.

All payments to the County shall be postmarked by the date due or a late penalty of one (1) percent per month, or fraction thereof, on the unpaid amount due as stated on the invoice, notwithstanding any dispute of such amount. Should a disputed amount be resolved in favor of the State, the County shall

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Midtown Greenway Trail Phase 2 & 3

reimburse the disputed amount plus daily interest thereon calculated from the date such disputed amount was received by the State. Daily interest shall be at the rate of one (1) percent per month on the disputed amount.

9

It is understood by the parties hereto that the County has budgeted for the year 2002, One Million, Three Hundred Eighty-Four Thousand Dollars and No Cents (\$1,384,000.00) for its share of the costs to be incurred by the Project under the above-cited agreements. It is further understood and agreed by the parties hereto that the County will provide documentation of County paid expenses to the City and State for the 2002 calendar year with supporting documentation of such expenses.

The remaining funds owed the Project will be paid by the County as the work is completed in the subsequent years of the contract. Similar documentation as provided for year 2002 shall be provided to the City and State for subsequent years as described above.

10

It is anticipated that all work and services required under the terms of the above-cited agreements with consultants and/or contractors will be completed by December 31, 2004.

Unless terminated pursuant to the immediately following paragraph, this Agreement shall be in full force and effect from the date of execution to June 30, 2005 or until the services provided pursuant to this Agreement have been completed, whichever occurs earlier.

All parties may terminate this Agreement with or without cause upon sixty (60) days written notice to the other parties that said Agreement shall cease and terminate at the end of said sixty-day period. Expenses incurred up to the date of termination shall be shared in the same proportions and be subject to the same conditions as those expenses prior to termination.

The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waive of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

The City's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waive of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement

The State's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waive of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement

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City Agreement No. \_\_\_\_\_  
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Midtown Greenway Trail Phase 2 & 3

11

The State, County and the City shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances in force or hereafter enacted in the completion of the work and services herein agreed to.

12

The City and County agree that the City, the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City and the County and involve transactions relating to this Agreement.

13

Each party agrees that it will be responsible for its own acts and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts of the other party and results thereof. The County's and the City's liability is governed by the provisions of Minnesota Statutes, Chapter 466.

The County and the City each warrant that they are able to comply with the foregoing indemnity requirements through and insurance or self-insurance program.

14

It is further agreed that any and all employees of the City and all other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the County, and that any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the County.

Also, any and all employees of the County and all other persons engaged by the County in the performance of any work or services required or provided for herein to be performed by the County shall not be considered employees of the City, and that any and all claims that may or might arise under the Workers' Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the City.

15

In order to coordinate the services of the County with the activities of the City so as to accomplish the purposes of this Agreement, the Hennepin County Engineer or his designated representative shall manage this Agreement on behalf of the County and serve as liaison to the State and the City.

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City Agreement No. \_\_\_\_\_  
County Agreement No. \_\_\_\_\_  
State Agreement No. \_\_\_\_\_  
Midtown Greenway Trail Phase 2 & 3

In order to coordinate the services of the City with the activities of the County so as to accomplish the purposes of this Agreement, the City Director of Public Works or his designated representative shall manage this Agreement on behalf of the City and serve as liaison to the State and the County.

In order to coordinate the services of the State with the activities of the County so as to accomplish the purposes of this Agreement, the MnDOT District State Aid Engineer or his designated representative shall manage this Agreement on behalf of the State and serve as liaison to the City and the County.

16

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

17

The provisions of Minnesota Statutes 181.59 and of any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Hennepin County shall be considered a part of this Agreement as though fully set forth herein.

18

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this contract and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this contract is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

#### ATTACHMENTS:

- Memorandum of Understanding, City of Minneapolis and Hennepin County, dated June 18, 2002

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City Agreement No. \_\_\_\_\_  
County Agreement No. \_\_\_\_\_  
State Agreement No. \_\_\_\_\_  
Midtown Greenway Trail Phase 2 & 3

IN TESTIMONY WHEREOF, The parties hereto have caused this Agreement to be executed by their respective duly authorized officers as if the day and year first above written.

**CITY OF MINNEAPOLIS**

**COUNTERSIGNED:**

By: \_\_\_\_\_  
City Finance Officer

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**RECOMMENDED FOR APPROVAL**

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
City Engineer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF HENNEPIN**

**ATTEST:**

By: \_\_\_\_\_  
Deputy/Clerk of the County Board

By: \_\_\_\_\_  
Chair of its County Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

And: \_\_\_\_\_  
Assistant/Deputy/County Administrator

By: \_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

And: \_\_\_\_\_  
Assistant County Administrator,  
Public Works and County Engineer

Date: \_\_\_\_\_

**APPROVED AS TO EXECUTION:**

By: \_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

draft

City Agreement No. \_\_\_\_\_  
County Agreement No. \_\_\_\_\_  
State Agreement No. \_\_\_\_\_  
Midtown Greenway Trail Phase 2 & 3

**STATE OF MINNESOTA**

**Signature blocks to be determined by the State**

**29<sup>th</sup> STREET MIDTOWN GREENWAY  
MEMORANDUM OF UNDERSTANDING**

**Principal Responsibilities**

**Phase II Trail**

Hennepin County

1. Be the responsible party for managing overall Phase II design and construction.
2. Execute agreement with consultant for the design of Phase II.
3. Prepare the Section 106 report necessary for the project.
4. Arrange for consultants to design security system.
5. Arrange for consultant and/or artists to design artistic elements into the project per the Midtown Community Works Partnership efforts.
6. Establish, with City approval, the design standards for Phase II.
7. Confer and gain approval with City staff on major aspects of the Project.
8. Provide full, unmatched funding for the Phase II design, if City is unable to participate, subject to overall funding requirement listed next.
9. Participate financially in 50 percent of all Phase II Project costs, including overruns, not covered by Federal or other funds, exclusive of County's own funding.
10. Select and contract with consultant to provide in-construction services for Phase II. County and City forces will have the right of first refusal to perform these services.
11. Arrange for, or otherwise be responsible for, the entire railroad abandonment process (Phase II).
12. Arrange for, or otherwise be responsible for removal of remaining grain in the CEPRO elevator of the Rahr Malting Company.
13. Demolish and remove the CEPRO elevator, if the county decides to have the facility removed. At a minimum, the metal loading and unloading shed may need to be removed to accommodate the trail.
14. Pay severance and relocation costs, if any, resulting from removal of the CP's railroad tracks and/or the CEPRO elevator.
15. Afford City opportunity to review and approve the construction in progress and respond to City initiated comments.
16. Designate a Project Manager responsible for the overall Project.
17. Coordinate and manage the public participation process.

## City of Minneapolis

1. Initiate and make arrangements with Minnesota Department of Transportation (Mn/DOT) to preserve the availability of federal funds obtained by City for use on the project.
2. Provide timely review and approval of design standards for Phase II.
3. Operate and maintain the Phase II Trail, at no cost to the County, or HCRRA.
4. Participate financially in 50 percent of all Project costs, including overruns, not covered by Federal or other funds, exclusive of City's own funding. In no event shall the City's participation exceed that of Hennepin County or Hennepin County Regional Railroad Authority combined.
5. Designate a staff person who will be responsible for all City activities including, but not limited to, design reviews, funding approvals, etc.
6. Provide, free of charge, any available mapping information required by the County for preliminary or final design.
7. Administer and coordinate the safety and security elements for the Project. Assist the County in the design of the security system.
8. Exclusive of HCRRA right of way the City shall secure all additional right of way required for construction of Phase II.

## **Phase III Trail**

### Hennepin County

1. Be the responsible party for managing overall Phase III design and construction.
2. Establish, with City approval, the Phase III design standards.
3. Prepare the Section 106 report necessary for the project.
4. Arrange for consultants to design security system.
5. Arrange for consultant and/or artists to design artistic elements into the project per the Midtown Community Works Partnership efforts.
6. Confer and gain approval with City staff on major aspects of the Project.
7. Provide full, unmatched funding for the Phase III design, if City is unable to participate, subject to overall funding requirement listed next.
8. Participate financially in 50 percent of all Project costs, including overruns, not covered by Federal or other funds, exclusive of County's own funding. Real estate and right-of-way related costs for Phase III are included in Project costs.
9. Conduct, or arrange to conduct topographical survey and preliminary layout of Phase III for purposes of initiating negotiation with CP Railroad for corridor usage.
10. Participate with the City and take the lead in negotiations with CP Railroad for delineation of a Trail Corridor east of Hiawatha Avenue.
11. Designate a Project Manager responsible for the overall Project.
12. Coordinate and manage the public participation process.

## City of Minneapolis

1. Initiate and make arrangements with Minnesota Department of Transportation (Mn/DOT) to preserve the availability of federal funds obtained by the City for use on the project.
2. Provide timely review and approval of Phase III design standards.
3. Operate and maintain the Phase III Trail, at no cost to the County, or HCRRA.
4. Participate financially in 50 percent of all Project costs, including overruns, not covered by Federal or other funds, exclusive of City's own funding. In no event shall the City's participation exceed that of Hennepin County or Hennepin County Regional Railroad Authority combined.
5. Real estate and right-of-way related costs for Phase III are included in Project costs.
6. Designate a staff person who will be responsible for all City activities including, but not limited to, design reviews, funding approvals, etc.
7. Provide; free of charge, any available mapping information required by the County for preliminary or final design.
8. Administer and coordinate the safety and security elements for the Project. Assist the County and consultant in the design of the security system.
9. Exclusive of right of way to be acquired by the County from CP Rail, the City shall pursue and secure all additional right of way required for Phase III Trail.

## **Design of Grade-Separated Bridge Crossing over Hiawatha Avenue**

### Hennepin County

1. Be the responsible party for managing the design efforts.
2. Hire consultant to study alignment options, perform preliminary design and provide initial cost estimates.
3. Coordinate and manage the public participation process.
4. Establish, with City approval, the design standards.
5. Confer and gain approval with City staff on major aspects of the Project.
6. Apply for TEA-21 funds for this project. Local match of TEA-21 application will be determined at a later date.
7. Designate a Project Manager.

### City of Minneapolis

1. Provide timely review and approval of alignment and design standards.
2. Designate a staff person who will be responsible for all City activities including, but not limited to, all permits design reviews, funding approvals, etc.
3. Provide; free of charge, any available mapping information required by the County for preliminary or final design.

draft

**Financial Responsibilities<sup>1</sup>**

**Estimated Expenses**

Item	Costs	2001	2002	2003	2004
<b>Phase II Trail</b>					
Engineering	\$300,000	200,000	100,000		
Construction	\$2,900,000		2,900,000		
Construction Management	\$250,000		250,000		
<i>Sub total</i>	<b>\$3,450,000</b>				
<b>Phase III Trail</b>					
Land - ROW	\$1,339,139		1,339,139		
Engineering	\$250,000		250,000		
Construction	\$2,096,539			2,096,539	
Construction Management	\$250,000			250,000	
<i>Sub total</i>	<b>\$3,935,678</b>				
<b>Total Costs</b>	<b>\$7,385,678</b>	<b>\$200,000</b>	<b>\$4,839,139</b>	<b>\$2,346,539</b>	<b>\$0</b>

**Estimated Revenues**

Item	Total Revenue	2001	2002	2003	2004
Federal TE Safety (SP 141-090-20) (local match \$285,165)	\$1,140,661		699,115	441,546	
Federal STP Trail Phase 2 (SP 141-090-09) (local match \$401,256)	\$1,605,024		1,605,024		
Federal STP Trail Phase 3 (SP 141-090-13) (local match \$276,248)	\$1,104,993			1,104,993	
Federal High Priority (SP 27-090-02) (local match \$0)	\$900,000		900,000		
Hennepin County (HCRRA)	1,000,000		1,000,000		
Hennepin County (840 balance)	\$840,000	200,000	384,000	556,000	(300,000)
City of Minneapolis (bike commuter fund)	\$700,000		216,000	184,000	300,000
NRP - Phillips & Longfellow (needs to be confirmed)	\$95,000		35,000	60,000	
<b>Total Costs</b>	<b>\$7,385,678</b>	<b>\$200,000</b>	<b>\$4,839,139</b>	<b>\$2,346,539</b>	<b>\$0</b>

<sup>1</sup>(Phase 2 and 3 financial data only, does not include bridge crossing over Hiawatha Ave)

## Schedule Responsibilities

### Phase II Trail

- ◆ Final Design – Fall 2001 and Spring 2002
- ◆ SHPO review – Fall 2001 and Spring 2002
- ◆ Cepro Grain Elevator – grain removed in 2001, prepare reuse plan for the Cepro facility by Fall 2001
- ◆ CP Rail Roadway – abandonment and required track removal by Spring 2002
- ◆ Construction – Fall 2002 through Spring 2003

### Phase III Trail

- ◆ Preliminary Design – Summer 2002
- ◆ Negotiate with CP Rail – Summer/Fall 2002
- ◆ Final Design – Fall 2002/Winter 2003
- ◆ Construction – Fall 2003/Spring 2004

### Design of Grade-Separated Bridge Crossing over Hiawatha Avenue

- ◆ Study alignment options, perform preliminary design and provide initial cost estimates – Summer 2001
- ◆ Submit TEA-21 Application – Summer 2001



**PERMIT AGREEMENT**  
29<sup>th</sup> St. Greenway – Phase II Trail

This agreement, entered into by and between the Hennepin County Regional Railroad Authority (hereinafter referred to as the "HCRRA"), a Minnesota political subdivision, and the City of Minneapolis, a Minnesota political subdivision (hereinafter referred to as the "City").

WHEREAS, HCRRA has invested in a transportation corridor paralleling Lake Street and lying between France Avenue and Hiawatha Avenue in the City of Minneapolis known as the 29<sup>th</sup> Street Rail Corridor (Corridor), principally for the purpose of implementing Light Rail Transit (LRT) and other permitted future transportation uses; and

WHEREAS, Hennepin County has identified this transportation corridor and its proposed transportation improvements as an integral part of a vision for long-range property value enhancements and business developments known as Hennepin Community Works; and

WHEREAS, the Minneapolis neighborhoods adjoining this corridor, together with the City of Minneapolis, Hennepin County and HCRRA have named this Community Works project, the "Midtown Greenway".

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Premises

HCRRA hereby agrees to grant certain rights and benefits to the City hereinafter described with regard to that certain real property described as follows:

That part of the HCRRA right of way, located in the City, between the westerly boundary of 5<sup>th</sup> Ave. So. and Hiawatha Ave., delineated and marked in green, as shown on the construction plans for the 29<sup>th</sup> St. Midtown Greenway – Phase II and attached hereto as, Exhibit "A"

The said real estate shall be hereinafter described as the "Premises."

2. Uses

The Premises shall be for the temporary use of the City, its agents, officers, employees, sub-permittees and invitees for trail purposes, including but not limited to pedestrian use, in-line skating, bicycles and other non motorized uses, and all requirements necessary to the enjoyment of the Premises for said uses. The City shall be granted temporary use of adjacent lands controlled by HCRRA as reasonably required for maintenance of the Premises.

3. Term

The term of this Permit shall be for an indefinite period, commencing on execution of this Agreement by the Chair of HCRRA until termination in accordance with Paragraph 4.

4. Termination

Either party may, at any time and for any reason, terminate this Permit by giving ninety (90) days' written notice of its intention to do so. Such notice may be served upon HCRRA by delivering a copy thereof to the Executive Director at the principal office in the Hennepin County Government Center, Minneapolis, Minnesota, 55487, or by depositing the same in the United States Post Office directed to the Executive Director at the principal office. Such notice may be served on the City of Minneapolis Department of Public Works by delivering a copy thereof to its Director of Public Works. Except as provided herein, this Agreement may not be terminated or revoked by either party hereto.

5. Temporary Nature of Use

The City acknowledges that the Premises was acquired by HCRRA specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is HCRRA's intention to allow the City to use the Premises only until it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by HCRRA of its intended use of the Premises for light rail transit purposes or other permitted transportation uses. Rather, HCRRA has agreed to the terms of this Permit to provide a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses.

6. Rights Upon Termination

On the expiration of ninety (90) days after service of notice of termination, this Permit, and all rights hereunder, shall terminate and be at an end, saving and excepting such rights as may have accrued to either party prior to termination. The City shall, without further notice or demand, deliver possession of the Premises to HCRRA at the expiration of said ninety (90) days and shall, before the expiration of said ninety (90) days, remove all buildings and property placed upon the Premises which it has the right to remove. If it shall fail to remove the buildings and property, its right, at the option of HCRRA, shall cease and the City's interest thereto shall be forfeited and the same shall belong to HCRRA. If HCRRA elects, it may, at any time after the expiration of said period of ninety (90) days, tear down and/or remove any or all such buildings and property without any liability for damages in any respect whatsoever at the expense of the City. The City shall thereupon promptly reimburse HCRRA for all expenses incurred by it in doing so.

7. Rent

Upon any termination of this Permit, rent shall be paid by the City to the date of termination at the rate of \$1.00 per year.

8. Sub-Permits

The City may grant permits to sub-permittees upon written approval by HCRRA. The City shall submit a copy of the permit to HCRRA for approval. Any sub-permit shall be on the same terms and conditions and limited to the same uses as are contained in this Permit.

9. Signage

The City shall provide, install and maintain signage, including kiosks, on the Premises identifying the Premises as a temporary trail corridor of the City, by permission of the owner, HCRRA, until the Premises are used for light rail transit or other transportation uses. Any such signage shall also identify the improvement as part of Hennepin Community Works.

10. Nuisance, Waste

The City shall not permit the existence of any nuisance on the Premises. The City, at all times, shall keep the Premises clean and shall comply with all laws, ordinances and regulations respecting the City's business and use and occupation of the Premises. The City, at its sole cost, shall make any and all improvements, alterations, repairs and additions, and install all appliances required on the Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on the Premises; provided, however, that the City may post on appropriate structures, informational materials relating to the permitted uses. The City shall use all reasonable precautions to prevent any waste, injury, death or property damage and shall modify, repair or replace any railings, pathways or other improvements on the Premises when necessary.

11. Utilities, Title, Existing Rights of Others

The City accepts the Premises subject to the rights of any person, firm or corporation, including HCRRA in and to any existing telephone, telegraph and/or other wires, poles and facilities, above and underground, of any kind whatsoever, whether or not of record, and should it, at any time, become necessary because of the City's use of the Premises to relocate any of said poles, wires or facilities by reason of this Permit, The City shall bear and pay the cost of so doing.

The City also accepts said Premises subject to any want or failure at any time of HCRRA's title to the Premises or any part thereof and the City shall assume any damages sustained by the City in connection therewith. The City also accepts such Premises subject to rights of any party, including HCRRA, in and to any roadways, easements, leases and

permits, whether granted, at HCRRA's sole discretion, either prior to or after the date of this Permit Agreement. The City agrees to provide to HCRRA or other tenants of HCRRA access over and through the Premises on these roadways and easements should such access be deemed necessary by HCRRA. The City accepts said Premises subject to the right of HCRRA, its employees, agents, the City, lessees, and contractors when reasonably necessary to walk upon said Premises to repair adjacent property and the right of HCRRA, its employees, agents, the City, lessees, and contractors to temporarily place equipment upon the property when reasonably necessary for the purpose of maintaining, repairing, inspecting or constructing upon HCRRA's property.

12. Indemnification

The City shall defend, indemnify and hold harmless HCRRA, its Commissioners, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees, resulting directly or indirectly from an act or omission of the City, its contractors, subcontractors, officers, agents, employees, customers, invitees, sub-permittees, or other occupiers of the Premises.

HCRRA shall not be liable to the City or those claiming by, through, or under the City for any injury, death or property damage occurring in, on or about the Premises based upon the design, construction, operation or maintenance of the Premises by the City or any other entity, nor for the loss or damage by reason of the present or future condition of repair of the Premises, or for the loss or damage arising from the acts or omissions of the City, its contractors, subcontractors, officers, agents, employees, customers, invitees, sub-permittees, permittees, lessees, or other occupiers of the Premises.

13. Insurance

The City further agrees that if in any case the release and indemnity provided in this section shall not be valid, HCRRA shall have the full benefit of any insurance effected by the City upon the property injured, destroyed or damaged and/or against the hazard involved; and the City agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against HCRRA in connection therewith.

14. Covenant

The City, in consideration of the rights granted herein, covenants and agrees to pay the rent promptly and to fully to abide by and perform all and singular the conditions, covenants and agreements to be observed and performed by said City and to yield up the Premises to HCRRA at the expiration or termination of the Permit Agreement in as good condition as when entered upon.

15. Quiet Enjoyment

HCRRA has the right and authority to enter into this Agreement and if the City pays the rent required hereby and otherwise performs the terms hereof to be performed by the City, the City shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof. Notwithstanding the foregoing, City acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 11.

16. Waiver

No receipt of money by HCRRA from the City after any default by the City or after the expiration of this Permit or after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this Permit or affect any such notice or suit, as the case may be. No waiver of any default of the City shall be implied from omission by HCRRA to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

17. Breach

It is further agreed between the parties hereto, that if the City shall breach or make default in any of the conditions, covenants or agreements of this Permit, which breach or default shall continue for fifteen (15) days after the City's receipt of written notice thereof from HCRRA, then it shall be lawful for HCRRA, then or at any time thereafter, to declare this Permit ended, and to re-enter the Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination pursuant to Paragraph 4; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this Permit shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreements, or the right of HCRRA thereafter to avail itself of same and any subsequent breach thereof. In the event HCRRA has to take action for repossession of the Premises, the City of Minneapolis, its assigns or heirs shall be liable for reasonable attorney's fees incurred by HCRRA.

18. Assignment

The benefits and obligations of this Permit shall extend to and shall bind the heirs, administrators, executors, lessees, successors or assigns of the parties hereto, but no interest in this Permit shall be assigned, nor said Premises or any part thereof shall be sub-permitted, used or occupied by any party other than the City unless specifically stated herein. HCRRA reserves the right to review and revise the rental rate applicable to this Permit upon any change in the status of the Permit, the City or person occupying the Premises during the term of this Permit or any renewal thereof.

19. Improvements, Maintenance

The City shall be responsible for the construction of all improvements necessary to its use of the Premises whether constructed by itself or others, and shall be responsible for the construction of all bridges and crossings including, without limitation, under or over passes, required pursuant to Paragraph 24 deemed necessary for the City to provide trails on the Premises or to otherwise use the Premises. Plans, if any, shall be submitted to HCRRA for prior review and comment. HCRRA reserves the right to reject any plans for construction proposed by the City on the grounds, in HCRRA's sole discretion, that said plans are inappropriate or incompatible with its future use of the Premises. The City shall be responsible for maintenance of the Premises at its own expense. Maintenance includes, but is not limited to, maintaining the trail during the winter months, including snow and ice removal, mowing vegetation in areas abutting trails, fences and retaining walls and maintaining vegetation at 6 inches or less, except for those areas identified by HCRRA, from time to time in writing, as Midtown Greenway Landscape and Planting Sites which shall be maintained in a manner consistent with the character of the landscaping and plantings.

20. Environmental Concerns

The City shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. The City shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises introduced by the City, sub-permittees or invitees during the City's period of use, including conditions introduced by the City, sub-permittees, or invitees which affect other lands. The City expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. The City agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until HCRRA discovers any such health or environmental impairment and a remedial action plan necessary for development of the Premises to its highest and best use has been identified and approved by the appropriate local, state and federal regulatory agencies. The City hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

HCRRA shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for environmental contamination and in the course thereof to conduct soil and groundwater testing and to perform environmental investigation, remediation or mitigation. HCRRA may enter the Premises during regular business hours of the City without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of the City or without if HCRRA reasonably believes that an emergency exists on the Premises. HCRRA shall conduct any such inspections or testing so as to minimize interference with the City's operations. HCRRA's entry on to the Premises pursuant to this paragraph shall not relieve the City's obligation to pay rent under this Permit.

The City may make any inspections, tests, audits or reviews of the physical condition of the Premises, all at the City's sole cost and expense. Such inspections and tests may include, without limitation, soil tests, soil borings, surveys, environmental audits, and other tests of the premises ("Environmental Inspection"). If the City elects to abandon its trail project and terminate this agreement due to its Environmental Inspection, the City shall restore the property to its prior condition, and provide HCRRA with copies of all reports and test result. The City agrees to indemnify, defend, and hold HCRRA harmless from any and all actual out-of-pocket expenses incurred by HCRRA related to containing or disposing of any contaminated materials released by such inspections.

In addition to the foregoing provisions of this Paragraph 20, and in exchange for the rights and privileges granted in this Permit Agreement the City hereby agrees to bear the expense of all practices or work, preventative, investigative or remedial necessary to comply with all federal, state, local and other governmental statutes, rules and regulations regarding any hazardous waste, pollutant, contaminant or petroleum-related material on the Premises necessary for the City's use of the Premises for trail and park purposes regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. However, should the City elect in its sole discretion to abandon its trail project and terminate this agreement, due to its Environmental Inspection, the City shall not be obliged to bear expenses enumerated in this sentence. Further, the City agrees to defend, indemnify and hold harmless HCRRA, its Commissioners, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees arising from exercise of the rights granted by this Permit Agreement and resulting from the presence of any hazardous waste, pollutant, contaminant or petroleum-related material on the Premises regardless of whether or not the same was present on the Premises before or after the commencement of this Permit Agreement. The City expressly agrees that the obligations it hereby assumes related to construction and operation of the park trail, shall survive the cancellation of this Permit.

21. Compliance with Laws, Ordinances and Rules

The City agrees to comply with all laws, ordinances and regulations of federal, state, municipal and local government agencies as they apply to use of the Premises. The City agrees to comply with rules as may be promulgated from time to time by HCRRA. The City may enforce its ordinances on the Premises, as it applies to third parties.

22. Condition of Premises Inspection

The City accepts the Premises in an "AS IS" condition with no express or implied representations or warranties by HCRRA as to the physical condition or fitness or suitability for any particular purpose, express or implied. The City is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

23. Liens and Encumbrances

The City shall not permit any liens or encumbrances to be established or remain against the Premises, including but not limited to, encumbrances with respect to work performed or equipment or materials furnished in connection with use of the Premises by the City, its agents, employees, customers, invitees, sub-permittees, or other occupiers of the Premises pursuant to this Permit.

24. Relocation

In the event HCRRA determines, at its sole discretion, that relocation of the City's trail and any related facilities including, but not limited to, bridges and crossings, is required to accommodate HCRRA's use of the corridor for transportation purposes, the City shall be required at its expense, and at no cost to HCRRA, to relocate, remove or alter all or any part of the City's trail improvements necessary to accommodate such use.

IN WITNESS WHEREOF, the parties hereto have signed this Permit Agreement as of \_\_\_\_\_, 20\_\_\_\_.

**HENNEPIN COUNTY REGIONAL  
RAILROAD AUTHORITY**

Approved as to form and execution:

\_\_\_\_\_  
Assistant County Attorney  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair, of Its Board

And: \_\_\_\_\_  
Deputy/Executive Director

And: \_\_\_\_\_  
Deputy/Clerk of Authority Board

Attest: \_\_\_\_\_  
Clerk/Deputy Clerk of its Board

Approved as to form and execution:

\_\_\_\_\_  
Attorney for City of Minneapolis  
Date: \_\_\_\_\_

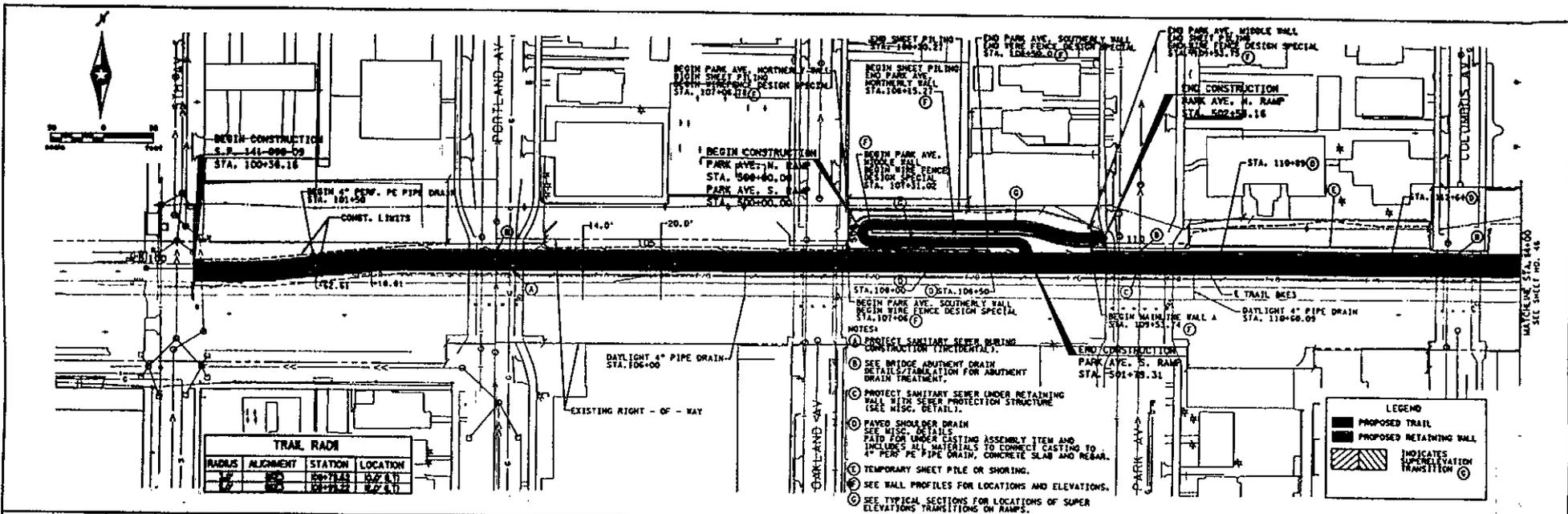
**CITY OF MINNEAPOLIS**

\_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Director of Public Works  
Date: \_\_\_\_\_

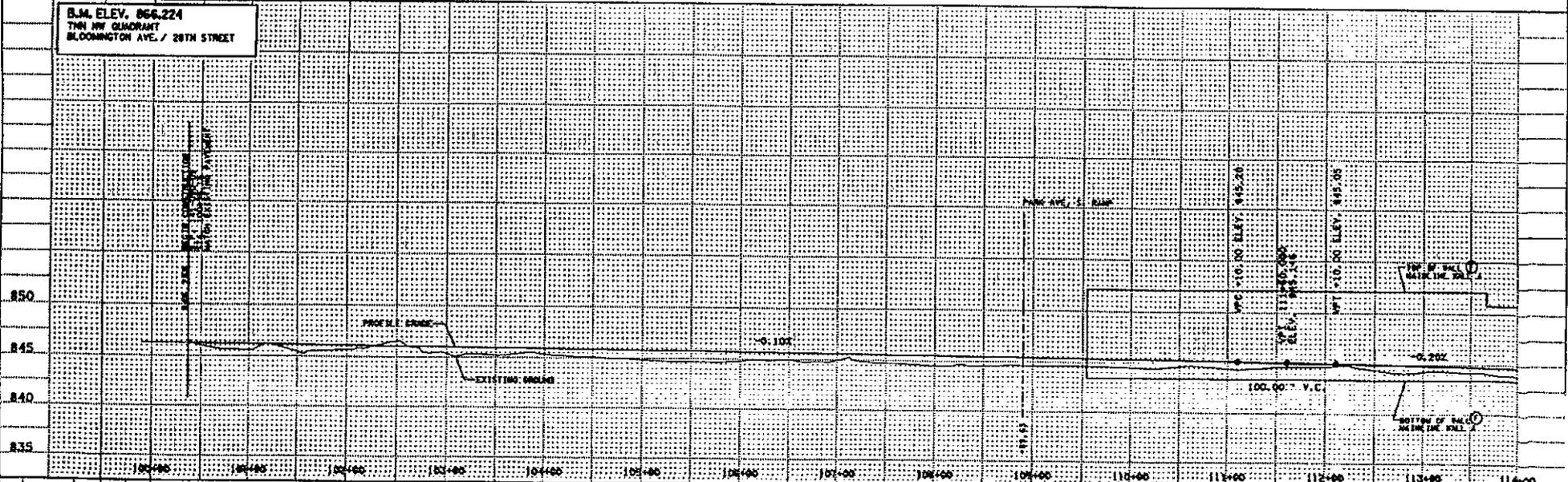




**TRAIL RADI**

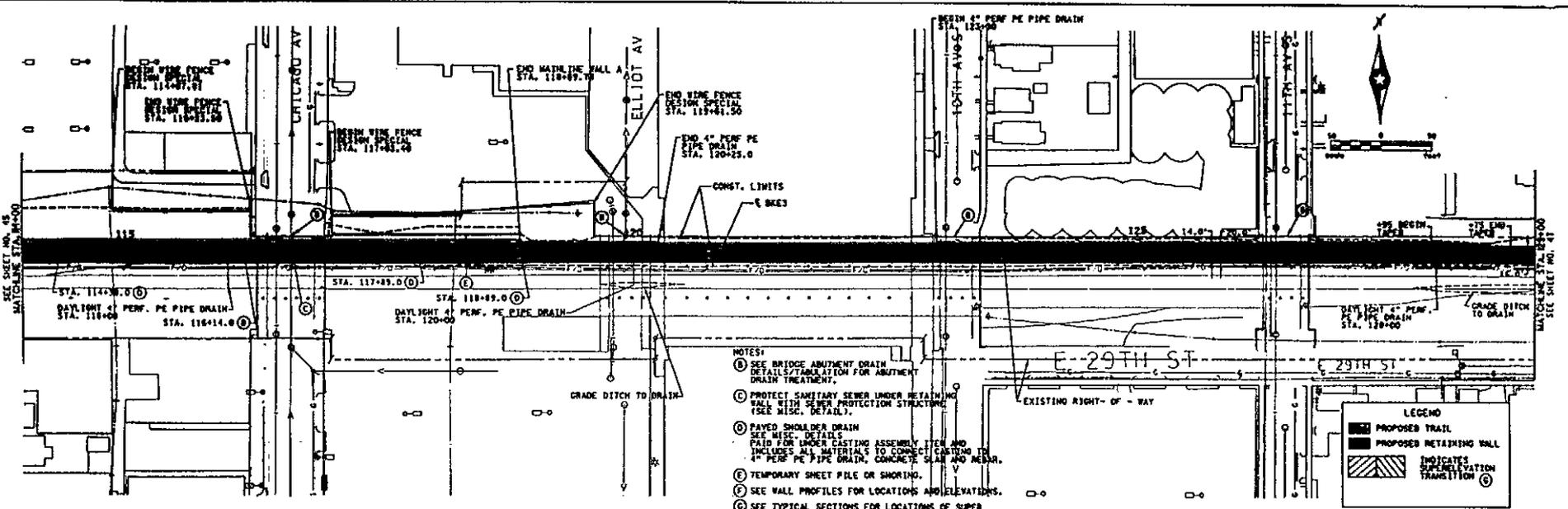
RADIUS	ALIGNMENT	STATION	LOCATION
100'	PC	100+00	PORTLAND AV.
100'	PVI	100+00	PORTLAND AV.
100'	PT	100+00	PORTLAND AV.
100'	PC	101+00	GARLAND AV.
100'	PVI	101+00	GARLAND AV.
100'	PT	101+00	GARLAND AV.
100'	PC	102+00	COLUMBUS AV.
100'	PVI	102+00	COLUMBUS AV.
100'	PT	102+00	COLUMBUS AV.

B.M. ELEV. 866.224  
TNN NW QUADRANT  
BLOOMINGTON AVE. / 28TH STREET



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Wisconsin. Print Name: MICHAEL R. TURNER Date: _____ License # 4020		STATE PROJECT NO. N-090-02 N-090-02 N-090-02	DRAWN BY: DAC S. DEBUS DESIGNED BY: M. TURNER CHECKED BY: R. JEET DATE: 1/02 CORR. NO. 000001	<b>SRF CONSULTING GROUP, INC.</b>	HENNEPIN COUNTY CONSTRUCTION PLAN AND PROFILE 29TH STREET MIDTOWN GREENWAY, PHASE II STA. 99+88.66 TO STA. 121+00	SHEET 45 OF 18
NO. DATE BY CAD APPR NAME: M29LCP2 DATE: JAN. 03, 2002	REVISION					

301317524

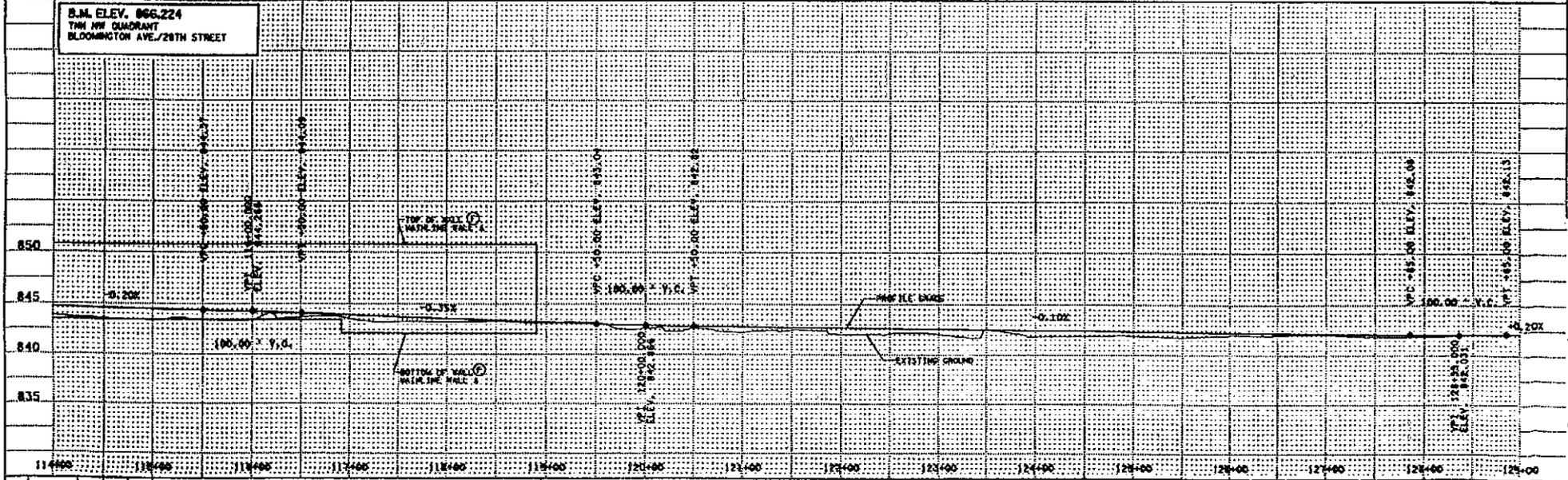


- NOTES:
- ① SEE BRIDGE ABUTMENT DRAIN DETAILS/TABLE A FOR ABUTMENT DRAIN TREATMENT.
  - ② PROTECT SANITARY SEWER UNDER RETAINING WALL WITH SEWER PROTECTION STRUCTURE (SEE MISC. DETAIL).
  - ③ PAVED SHOULDER DRAIN SEE MISC. DETAILS PAID FOR UNDER CASTING ASSEMBLY ITEM AND INCLUDES ALL MATERIALS TO COMPLETE GUTTER TO 4" PERF. PE PIPE DRAIN, CONCRETE SLAB AND REBAR.
  - ④ TEMPORARY SHEET PILE OR SHORING.
  - ⑤ SEE WALL PROFILES FOR LOCATIONS AND ELEVATIONS.
  - ⑥ SEE TYPICAL SECTIONS FOR LOCATIONS OF SUPER ELEVATIONS TRANSITIONS ON RAMP.

**LEGEND**

- PROPOSED TRAIL
- PROPOSED RETAINING WALL
- INDICATES SUPERELEVATION TRANSITION ③

B.M. ELEV. 866.224  
T.M. NW QUADRANT  
BLOOMINGTON AVE./29TH STREET



NO.	DATE	BY	CD	APPR.
NAME: <b>MS/CPB</b> DATE: <b>JUN 04, 2002</b>				

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
 Print Name: **MICHAEL R. JUMBER**  
 Date: \_\_\_\_\_ License # **4020**

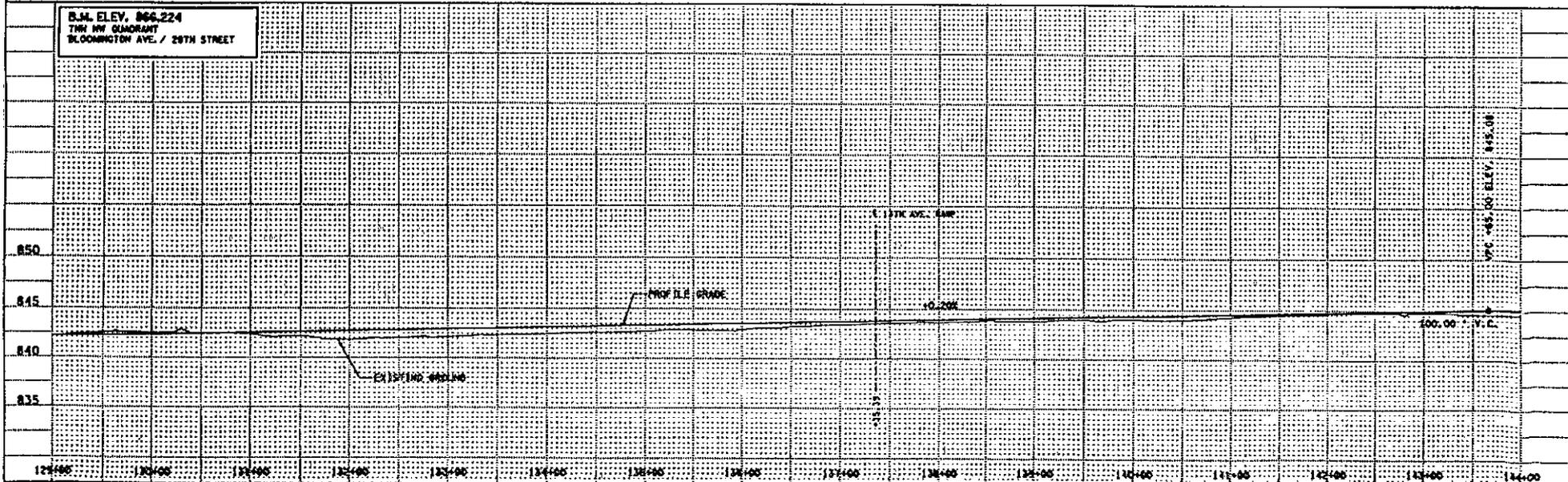
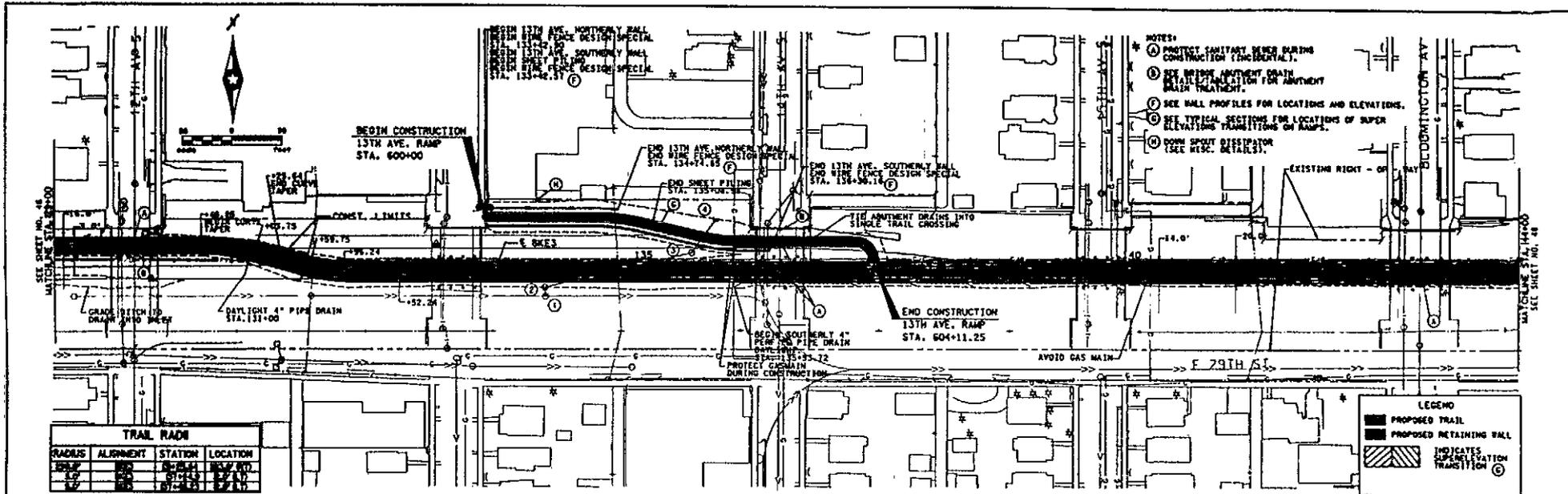
STATE PROJECT NO.  
**MH-090-02**  
**MH-090-02**

**SRF CONSULTING GROUP, INC.**

DRAWN BY: **S. PECAUS** DATE: \_\_\_\_\_  
 DESIGNED BY: **M. JUMBER** DATE: \_\_\_\_\_  
 CHECKED BY: **D. ALEY** DATE: \_\_\_\_\_  
 CON. NO. **000127**

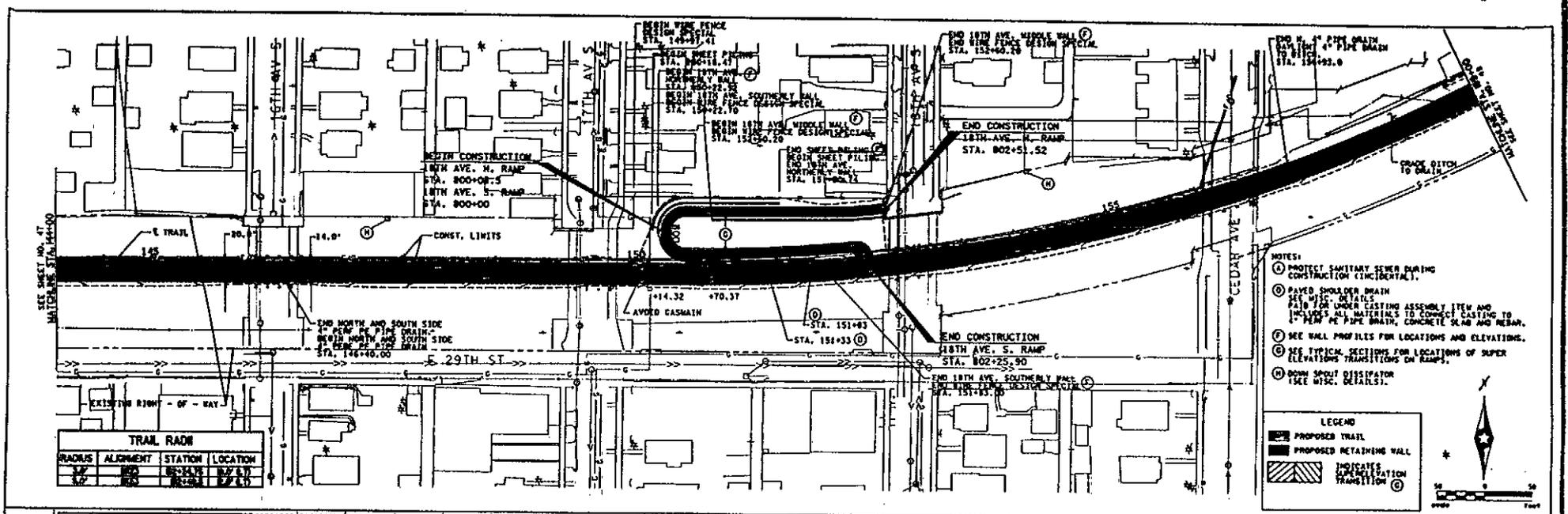
**HENNEPIN COUNTY**  
 CONSTRUCTION PLAN AND PROFILE  
**29TH STREET MDTOWN GREENWAY, PHASE II**  
 STA. 117+00 TO STA. 129+00

SHEET **46**  
 OF **108**



NO. _____ DATE _____ BY: CIO/APP NAME: 425LPC DATE: JAN. 04, 2002	I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Print Name: MICHAEL D. TURNER Date: _____ License #: 0020	STATE PROJECT NO. MN-090-02 MN-090-02	DRAWN BY: DATE _____ C. JENSEN 2-82 DESIGNED BY: _____ M. TURNER 1-82 CHECKED BY: _____ D. SALESZ 3-02 CON. NO. _____ 000-027	<b>HENNEPIN COUNTY</b> <b>CONSTRUCTION PLAN AND PROFILE</b> <b>29TH STREET W/TOWN GREENWAY, PHASE II</b> <b>STA. 129+00 TO STA. 144+00</b>	<b>SHEET</b> <b>47</b> <b>OF</b> <b>18</b>
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01/14/02 M.D. TURNER

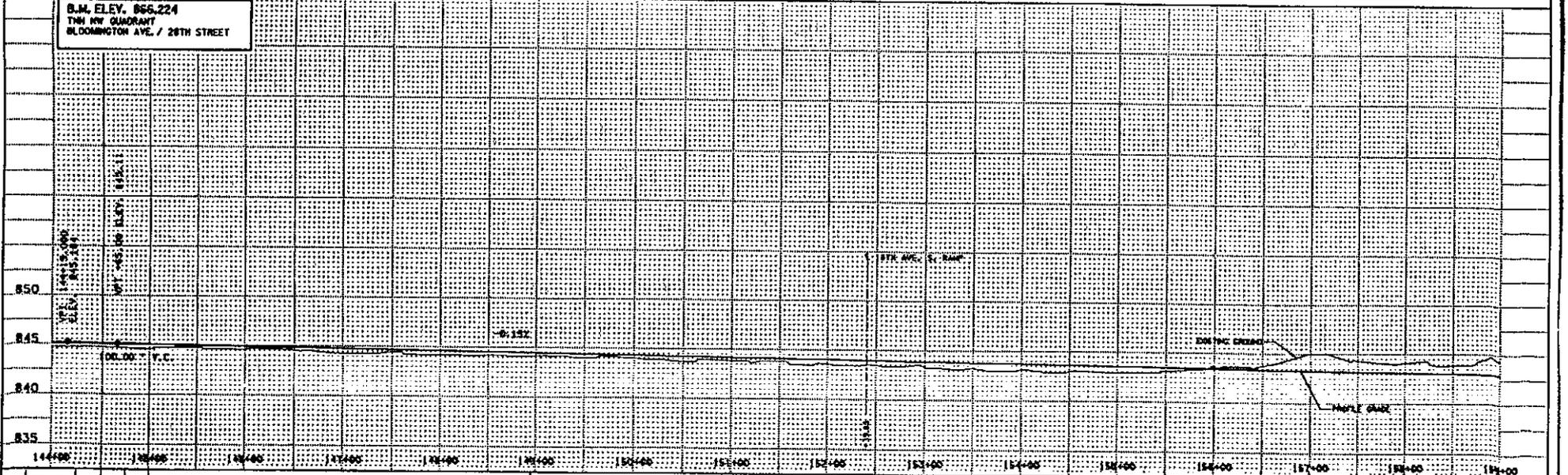


- NOTES:
- ① PROTECT SANITARY SEWER DURING CONSTRUCTION (INCIDENTAL).
  - ② PAVED SHOULDER DRAIN SEE WTS. DETAILS PAID FOR UNDER LISTING ASSEMBLY ITEM AND INCLUDES ALL MATERIALS TO CONNECT CASTING TO 1" PEW PE PIPE DRAIN, CONCRETE SLAB AND REBAR.
  - ③ SEE WALL PROFILES FOR LOCATIONS AND ELEVATIONS.
  - ④ SEE TYPICAL SECTIONS FOR LOCATIONS OF SUPER ELEVATIONS TRANSITIONS ON RAMP.
  - ⑤ DOWN SLOPE DIFFUSION (SEE WTS. DETAILS).

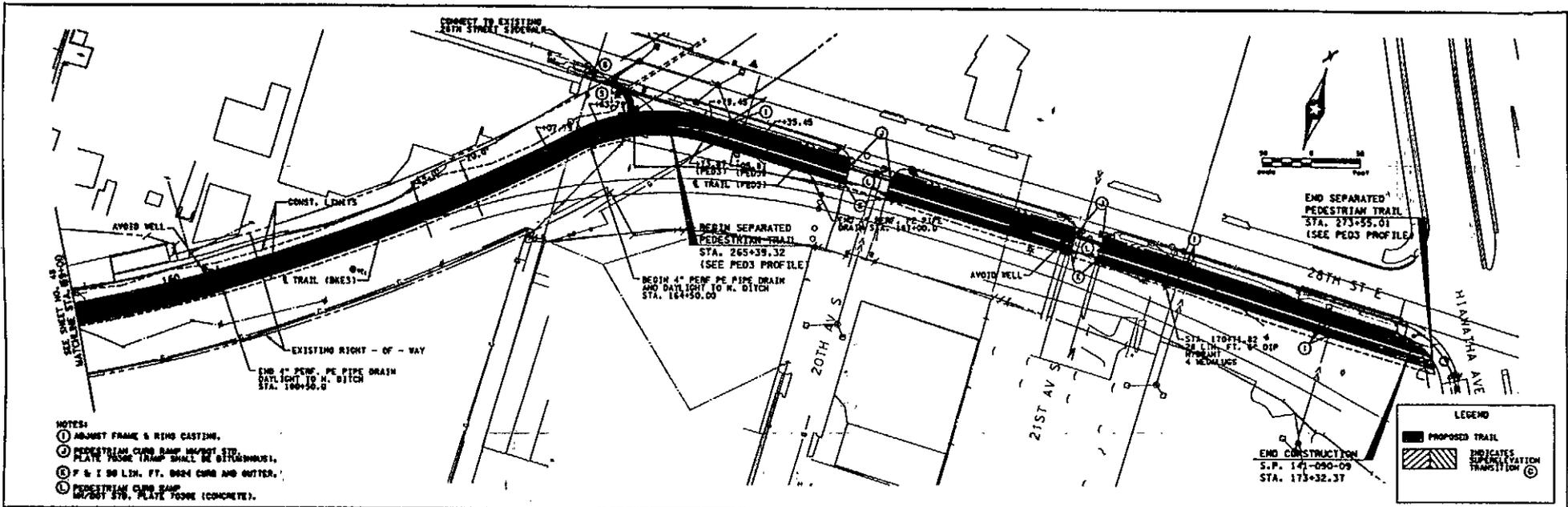
LEGEND

- PROPOSED TRAIL
- ▨ PROPOSED RETAINING WALL
- ▨ INDICATES SUPER ELEVATION TRANSITION

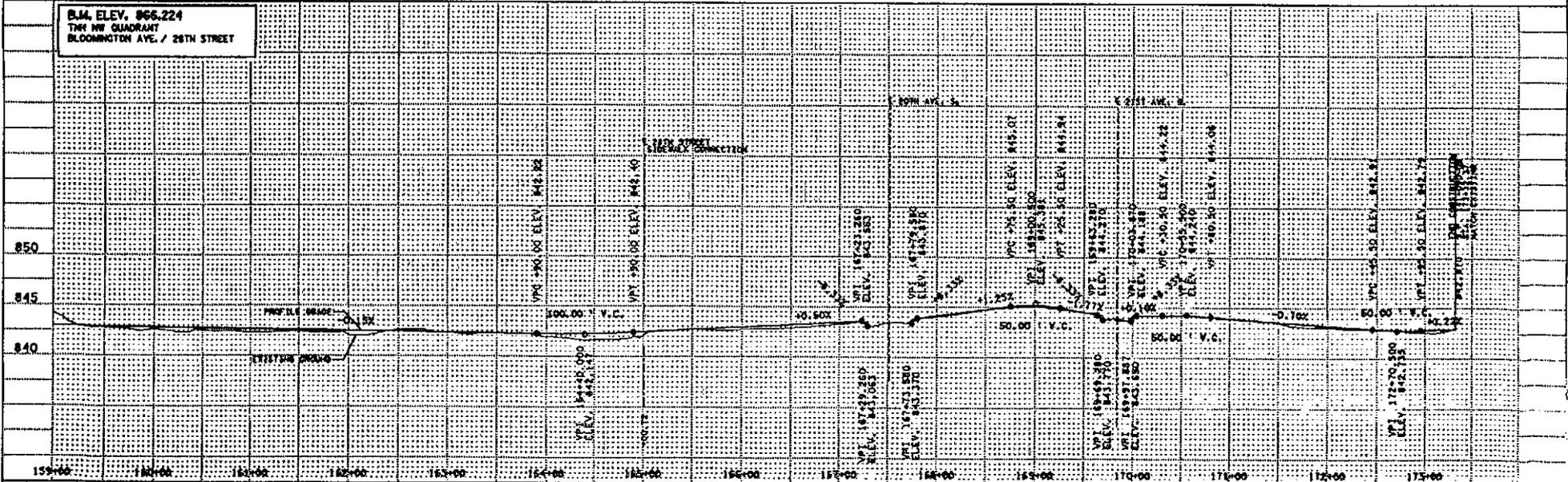
TRAIL RADI			
RADIUS	ALIGNMENT	STATION	LOCATION
15'	18th Ave. S. Ramp	802+51.52	18th Ave. S. Ramp
15'	18th Ave. N. Ramp	802+51.52	18th Ave. N. Ramp



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Print Name: <b>MICHAEL B. TURNER</b> Date: _____ License #: 0922		STATE PROJECT NO. MN-090-02 MN-090-02	DRAWN BY DATE S. PKOIS 1-02 DESIGNED BY M. TURNER 1-02 CHECKED BY D. MALET 1-02 COMM. NO. 090201	<b>SRE CONSULTING GROUP, INC.</b>	HENNEPIN COUNTY CONSTRUCTION PLAN AND PROFILE 29TH STREET MIDTOWN GREENWAY, PHASE II STA. 14+00 TO STA. 18+00	SHEET 48 OF 88
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- NOTES:
- ① ADJUST FRAME & RING CASTING.
  - ② PEDESTRIAN CURB RAMP HEIGHT 576. PLATE 7000E TRAMP SHALL BE BITUMINOUS.
  - ③ F & I 90 L.2N. FT. 0024 CURB AND GUTTER.
  - ④ PEDESTRIAN CURB RAMP 00240T 576. PLATE 7000E (CONCRETE).



B.M. ELEV. 866.224  
 THE NW QUADRANT  
 BLOOMINGTON AVE. / 28TH STREET

NO.	DATE	BY	CD	APP	PERSON

NAME: RES.CPE DATE: JAN. 04, 2002

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.  
 Print Name: MICHAEL R. TURNER  
 Date: License # 40026

STATE PROJECT NO.  
 MN-050-02  
 MN-050-03

DESIGNED BY S. DENNIS  
 CHECKED BY M. TURNER  
 DATE E-02  
 DATE L-02  
 DATE C-02  
 CON. NO. 000427

**SRE** CONSULTING GROUP, INC.

HENNEPIN COUNTY  
 CONSTRUCTION PLAN AND PROFILE  
 29TH STREET MIDTOWN GREENWAY, PHASE II  
 STA. 159+00 TO STA. 173+32.37

SHEET 49  
 OF 49  
 NB

01-317354