



MINNESOTA VALLEY STATE TRAIL
MEMORIAL PARK TRAIL SEGMENT
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE CITY OF SHAKOPEE

This agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the “State”, and the City of Shakopee, hereinafter referred to as the “City.”

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, sub. 23, to establish, develop, maintain and operate the Minnesota Valley State Trail; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59 to enter into agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the City owns or has easement over lands including but not limited to City administered lands and/or rights-of-way, including the City administered Memorial Park and which are confined to portions of Sections 5-6, T115N, R22W, Scott County, as shown in the maps attached and incorporated into this agreement as **Exhibit A**; and

WHEREAS, the State owns, has easement over or has administration over lands for the Minnesota Valley State Trail and described as: Sections 5-6, T115N, R22W, Scott County, as shown on the Map attached and incorporated into this Agreement as **Exhibit B**; and

WHEREAS, the State and the City have long cooperated on the establishment and public use of the Minnesota Valley State Trail, a multiuse, recreational trail herein after referred to as the “State Trail” which traverses the City; and

WHEREAS, the State and Scott County, with the cooperation with the City, previously developed a segment of the State Trail, located along and adjacent to Scott County, CSAH 101 and along and adjacent to Memorial Park. This segment of the State Trail was developed and is operated and administered under the terms of an Agreement between the State and Scott County, a copy of which is attached and incorporated into this Agreement as **Exhibit C**; and

WHEREAS, the City and the State, in cooperation with Scott County, have determined that the realignment and re-establishment of the segment of the State Trail located within the City’s Memorial Park, as identified on the Map attached and incorporated into this agreement as **Exhibit D**, is of high priority; and

WHEREAS, the City has recently developed a new trail segment within the City’s Memorial Park Trail, including the new bridge crossing of Shakopee Memorial Pond and the corridor identified in **Exhibit D**,

which meet all requirements of the ADA for a facility of this type: and

WHEREAS, the State was permitted by the City to review and approve the preliminary and final plans and specifications for the Memorial Park trail segment, including the new bridge crossing, as developed by the City, prior to construction, a copy of the plans as approved by the State are attached and incorporated into this Agreement as **Exhibit E**; and

WHEREAS, the State shall administer the City's Memorial Park Trail Segment, as identified in **Exhibit D** and constructed according to **Exhibit E**, as a Segment of the Minnesota Valley State Trail and hereinafter referred to as the Minnesota Valley State Trail - Memorial Park Segment; and

WHEREAS, the State shall be solely responsible for the operations and maintenance of the Minnesota Valley State Trail – Memorial Park Segment, with the exception of the Shakopee Memorial Pond Trail Bridge; and

WHEREAS, the City and the State shall cooperatively operate and maintain the Shakopee Memorial Pond Trail Bridge; and

WHEREAS, the City shall cooperate with Scott County to assure that the trail segment located along CSAH 101 and adjacent to Memorial Park continues to be available for public use as a recreational trail segment; and

WHEREAS, a resolution or copy of the City Board meeting minutes authorizing the City to enter into this agreement is attached hereto as **Exhibit F**; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall administer, operate and maintain the city developed trail segment located within the City's Memorial Park and identified in **Exhibit D**, and referred to as the Minnesota Valley State Trail - Memorial Park Segment, a segment of the Minnesota Valley State Trail as established.
- b. The State shall cooperate with the City on the operations and maintenance of the Shakopee Memorial Pond Trail Bridge, as developed by the City.
- c. The State shall provide the required inspections of the Shakopee Memorial Pond Bridge, at an interval determined appropriate for a structure of this type.
- d. The State shall permit the City to review and approve any modifications/revisions to the Minnesota Valley State Trail - Memorial Park Segment or the trail corridor on City owned and/or administered properties proposed by the State during the term of this Agreement. All changes shall meet the requirements of the ADA.
- e. The State shall be permitted to review and approve all modifications to the Minnesota Valley State Trail - Memorial Park Segment or the trail corridor proposed by the City during the term of the Agreement. State approval and comment shall be provided to the City by the State's designated Project Contact. All changes shall meet the requirements of the ADA.
- f. The State will provide and install the appropriate signage for the Minnesota Valley State Trail - Memorial Park Segment, that may include a wood-routed sign/s, which indicates that the

development of this segment of the Minnesota Valley State Trail was cooperatively provided by the City and the Department of Natural Resources. The State shall also provide all trail related informational signs as determined by Department of Natural Resources policy.

- g. The State and the City may cooperatively develop a separate annual agreement for the operations and maintenance of the Minnesota Valley State Trail - Memorial Park Segment and trail related improvements on City administered properties in accordance with the City's established practices and DNR standards for maintenance of trail facilities.
- h. The State reserves the right to inspect the Minnesota Valley State Trail - Memorial Park Segment at any time to ensure that the City is in compliance with this Agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City has developed a new bituminous surfaced recreational trail segment within the City's Memorial Park, including the installation of a bridge crossing of Memorial Pond as shown in **Exhibit D and Exhibit E**, which meet the requirements of the ADA and which have been reviewed and approved by the State.
- b. The City shall permit the State to administer, operate and maintain the City developed recreational trail segment in Memorial Park, including the Memorial Pond Bridge crossing, as the Minnesota Valley State Trail - Memorial Park Segment.
- c. The City shall permit the State to review and approve all changes to the Minnesota Valley State Trail - Memorial Park Segment as proposed by the City during the term of this agreement. State approval and comment shall be provided to the City by the State's designated Project Contact. All changes shall meet the requirements of the ADA.
- d. The City shall cooperate with the State on the operations and maintenance of the Shakopee Memorial Pond Trail Bridge, as developed by the City.
- e. The City may close the Minnesota Valley State Trail - Memorial Park Segment for emergencies, or for other reasons, without prior written consent of the State. The City shall notify the State within 48 hours of closing the Trail for emergency reasons or if the Trail will remain closed longer than 24 hours.
- f. The City and the State may cooperatively develop a separate annual agreement for the operations and maintenance of the Minnesota Valley State Trail - Memorial Park Segment and trail related improvements on City administered properties in accordance with the City's established practices and DNR standards for maintenance of trail facilities.
- g. The City shall be permitted to review and approve all modifications to the Minnesota Valley State Trail - Memorial Park Segment proposed by the State during the term of this Agreement.

III. FUNDING

The State shall provide funding for its responsibilities under Article I through the standard internal purchasing process including, but not limited to a separate requisition in which funds will be encumbered. The total obligation of the State is limited to the amount of funds legislatively appropriate and administratively allocated to this project.

IV. TERM

- a. *Effective Date:* **February 15, 2022** or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The City shall not begin work under this Agreement until it is fully executed and the City has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date:* **February 15, 2072** for a period of fifty (50) years except as otherwise provided herein or agreed to in writing by both parties. The agreement can be extended with a written amendment as agreed upon and signed by both parties.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six (6) years from the end of this agreement.

VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota

VIII. FORCE MAJEURE

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article II, upon thirty (30) days written notice to the City.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the City by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the City shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may also be cancelled by the City at any time with cause upon thirty (30) days written notice to the State.

X. GOVERNMENT DATA PRACTICES

The City and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the City or the State.

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

XII. COMPLETE AGREEMENT

This agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this agreement, whether written or oral, may be used to bind either party. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XIII. AUTHORIZED REPRESENTATIVES

Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or by email to:

The State's Authorized Representative is Rachel Henzen, MNDNR Area 3B Supervisor, 1200 Warner Road, St Paul, MN, 55106, 651-259-5875, rachel.henzen@state.mn.us, or his/her successor.

The City's Authorized Representative is Steve Lillehaug, Public Works Director/City Engineer, 485 Gorman St, Shakopee, MN, 55379, 952-233-9361, SLillehaug@shakopeemn.gov, or his/her successor.

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IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

CITY OF SHAKOPEE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

CITY OF SHAKOPEE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req. by Minn. Stat. 16A.15 and 16C.05.

Signed: _____

Date: _____

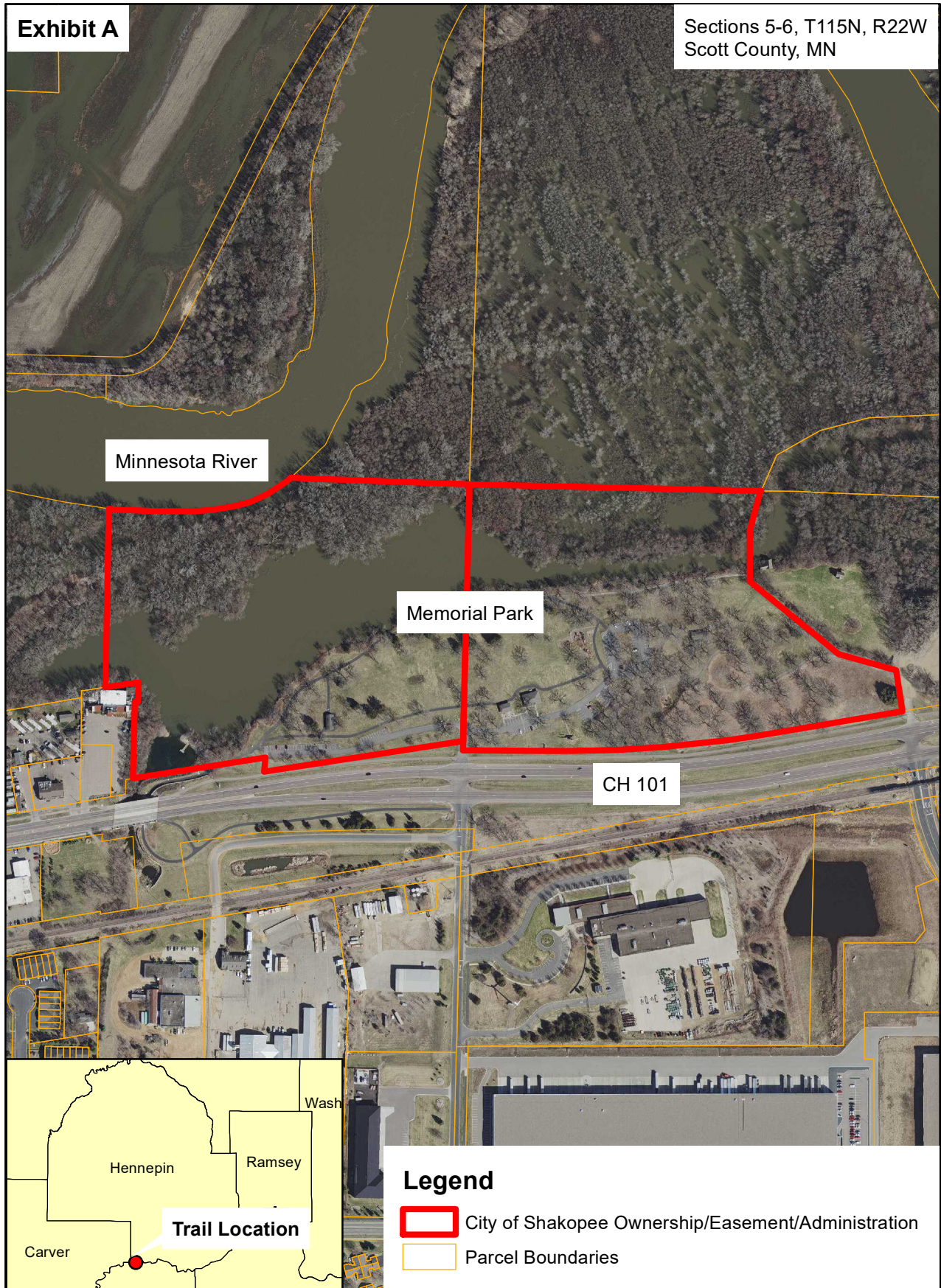
Contract: _____

**MN Valley State Trail
Memorial Park Segment Cooperative Agreement
City of Shakopee Ownership**



Exhibit A

Sections 5-6, T115N, R22W
Scott County, MN

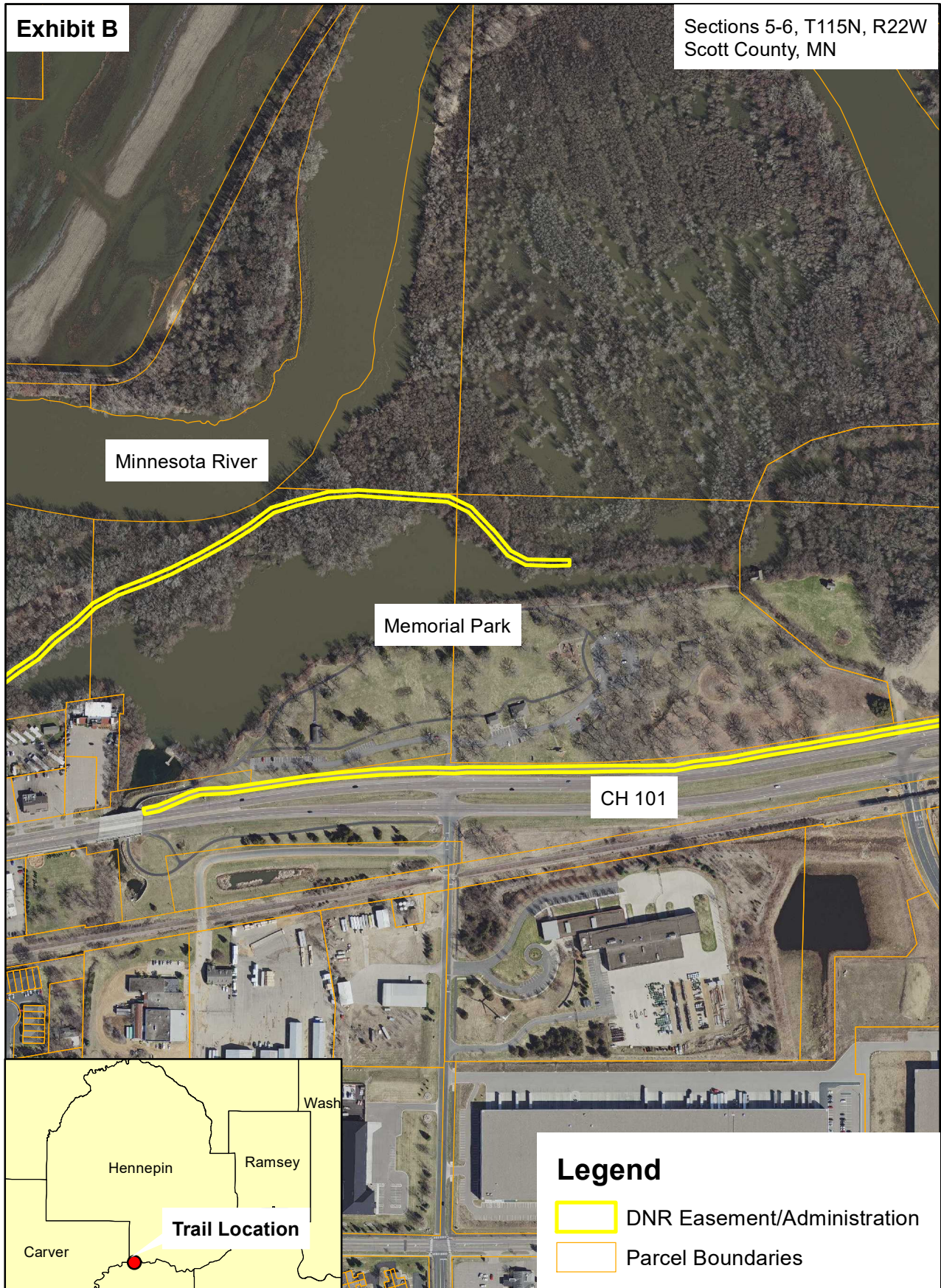


**MN Valley State Trail
Memorial Park Segment Cooperative Agreement
Existing MN Valley State Trail Alignment**



Exhibit B

Sections 5-6, T115N, R22W
Scott County, MN



Legend

-  DNR Easement/Administration
-  Parcel Boundaries

0 0.05 0.1
Miles

**COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF MINNESOTA AND THE COUNTY OF SCOTT
MINNESOTA VALLEY STATE TRAIL – CSAH 101 SEGMENT**

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the Scott County, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, sub. 6, to establish, develop, maintain and operate the Minnesota Valley State Trail; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the State and County have determined that the development of the approximately four (4) mile segment of the Minnesota Valley State Trail located along CSAH 101 within the City of Shakopee is of high priority, herein after referred to as the "Trail"; and

WHEREAS, the County owns or has easement over land described as: Sections 2-5, T115N, R22W, Scott County, as further described in the Deed/Easement and on the map, which are attached and incorporated into this agreement as Exhibit A; and

WHEREAS, the County shall develop all plans and specifications required for the construction of the Trail and which shall be approved by the State; and

WHEREAS, the County will be acting as the Lead Agency in the design, construction engineering, project administration, and construction of the Trail; and

WHEREAS, upon completion the State shall have sole responsibility for the management and administration of the Trail; and

WHEREAS, upon completion, the County shall maintain its land ownership as described in Exhibit A.

WHEREAS, a resolution or copy of the County Board meeting minutes authorizing the entities to enter into this agreement is attached and incorporated into this agreement as Exhibit B; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall provide technical and funding assistance with the design, engineering, construction and construction administration of the Trail. This funding shall be limited to the project specific County expenses directly related to the plans, design, engineering, mitigation, permits, specifications, construction and construction administration of the Trail.
- b. The State shall review and approve the preliminary and final plans for the Trail as prepared by the County. State plan approval and comment will be provided to the County by the State's designated Project Manager. All plans shall meet the requirements of the ADA.
- c. The County may not award any construction contract for the Trail without approval by the State. Written approval and concurrence to award the construction contract will be provided to the County by the State.

Minnesota Valley State Trail
Scott County – CSAH 101 Segment
23 November 2013
MNDNR Parks and Trails Division

- d. The State reserves the right to inspect the Trail construction at any time to ensure that the County is in compliance with this agreement.
- e. All changes to the plans, specifications and/or special provisions to the Trail construction shall be subject to approval by the State. State approval and comment will be provided to the County by the State's designated Project Manager.
- f. Upon completion, the State shall manage, operate, maintain and administer the Trail as the Minnesota Valley State Trail as established. The State and the County shall cooperatively develop and administer a seasonal maintenance plan for the Trail and which shall include, but not be limited to, the following:
 - i. Bituminous overlay, surface patching and shoulder maintenance as reasonably necessary to maintain a smooth, safe, and usable surface.
 - ii. Cleaning, including debris, leaf and sand removal, as reasonably necessary.
 - iii. Maintenance of visible pavement markings.
 - iv. Repair and reinstallation of trail related signs and signposts.
 - v. Snow removal at the discretion of the State. As part of the seasonal maintenance plan the state shall notify the County if and where the State provides snow removal on the Trail.
- g. The seasonal maintenance plan for the trail developed cooperatively by the State and the County may include the identification of an alternative corridor for seasonal snowmobile use should separate corridor be determined beneficial. Any alternative snowmobile corridor shall be confined to County administered property.
- h. The State will provide and install the appropriate signage for the Trail. The State shall also provide all trail related informational signs for the facility as determined by Department of Natural Resources policy. Trail signage placement shall be reviewed and approved by the County.
- i. The State shall permit the County to review and approve all modifications to the Trail or Trail corridor proposed by the State during the term of the Agreement. County approval and comment will be provided by the County's designated Contact.
- j. The State reserves the right to inspect the Trail at any time to ensure that the County is in compliance with this agreement.

II. COUNTY'S DUTIES AND RESPONSIBILITIES

- a. The County shall prepare the necessary plan, specifications, and proposal for the development of the Trail under the supervision of a registered professional engineer. The design shall meet ADA requirements and shall be approved by the State.
- b. The County shall perform all necessary bid advertisement, contract administration, construction engineering, staking, materials testing, record keeping and construction inspection, and shall administer the terms of the construction contract from contract award to certification of the final payment.
- c. All changes to the plans, specifications and/or special provisions to the Trail construction shall be subject to approval by the State. State approval and comment will be provided to the County by the State's designated Project Manager.
- d. The County shall obtain all rights-of-way, federal and state permits necessary for the construction of the Trail. The County shall provide the State certified copies of all rights-of-way, easement and permits required for the construction and administration of the Trail.
- e. The County shall permit the State to review and approve all modifications to the Trail or Trail corridor proposed

by the County during the term of the Agreement. State approval and comment will be provided by the State's designated Contact.

- f. The County and the State shall cooperatively develop and administer a seasonal maintenance plan for the Trail.
- g. The seasonal maintenance plan for the trail developed cooperatively by the County and the State may include the identification of an alternative corridor for seasonal snowmobile use should a separate corridor be determined beneficial. Any alternative snowmobile corridor shall be confined to County administered property.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a) above, however, the total obligation of the State for the construction of the Trail under Article I (a) shall not exceed **\$300,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date:* February 1, 2014, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later.
- b. *Expiration Date:* June 30, 2015, or when all obligations under Article II (a)(b) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

Reimbursement of eligible costs will be due within thirty (30) days of the County's presentation of invoices for services performed and acceptance of such services by the State's Designated Contact. The County will not receive payment for work found by the State to be unsatisfactory or preformed in violation of federal, state or local law.

The State may also provide funding for its responsibilities under Article I (b)(c)(d)(e)(f)(g)(h)(i) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered.

IV. LIABILITY

Each Party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

V. TERM

- a. *Effective Date:* **February 1, 2014, or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.**
- b. *Expiration Date:* **February 1, 2064**, for a period of fifty (50) years except as otherwise provided herein or agreed to in writing by both parties. This agreement shall renew at the end of the term for an additional five (5) year period unless a party gives three (3) months written notice to the other party to terminate the agreement. This agreement shall continue to automatically renew as the end of each five (5) year period unless the required given notice is given.

IX. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural

Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this agreement.

X. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

XI. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the County. This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the County shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

XII. GOVERNMENT DATA PRACTICES

The County and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the County or the State.

XIII. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the County individually or jointly with others, or any subcontractors, with respect to the program and services provided from this agreement.

XIV. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire agreement between the parties. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XV. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State
Minnesota Department of Natural Resources
Parks and Trails Division Area (3B) Supervisor
1200 Warner Road
St. Paul, MN 55106

The County
Scott County
County Administrator
200 4th Avenue West
Shakopee, MN 55379

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

By: [Signature]
Title: Deputy Director, Parks & Trails
Date: 2-14-14

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

By: [Signature]
Title: AMS
Date: 2-26-14
(Effective Date)

COUNTY OF SCOTT

By: [Signature]
Title: County Board Chair
Date: 2-4-14

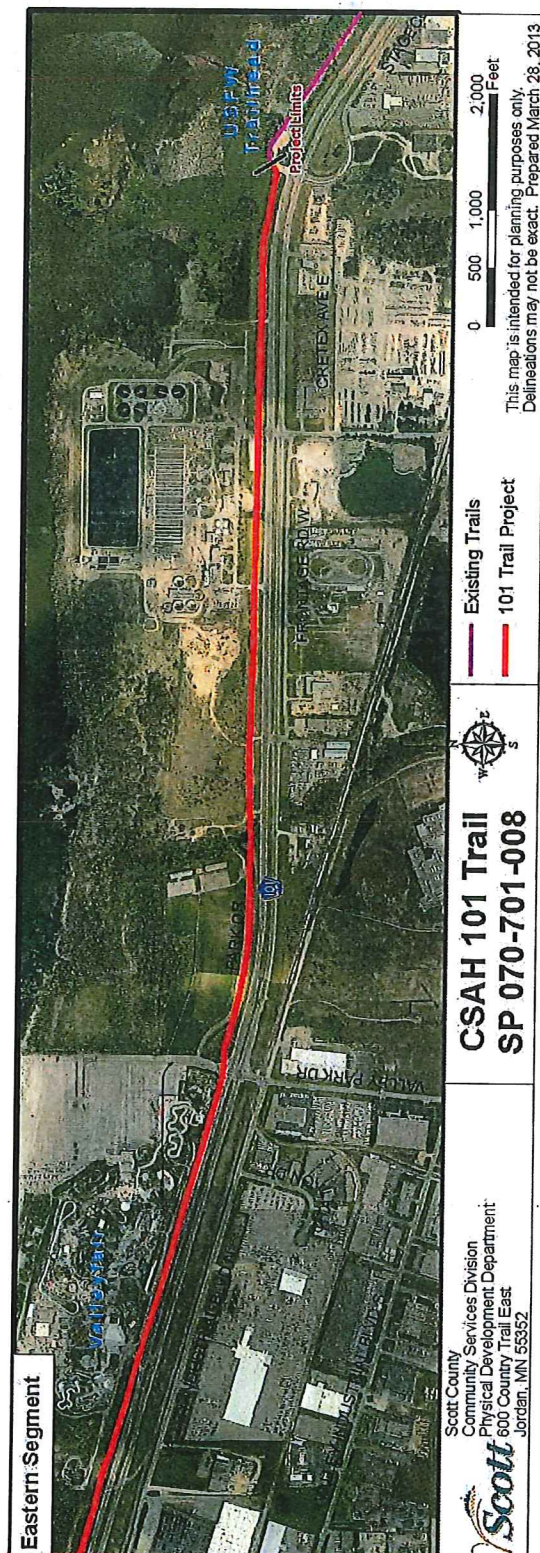
COUNTY OF SCOTT

By: [Signature]
Title: County Administrator
Date: 2-4-14

STATE ENCUMBERANCE VERIFICATION

Individual certifies that funds have been encumbered as req.
by Minn. Stat. 16A.15 and 16C.05.

Signed: [Signature]
Date: Jan. 31, 2014
Contract: 73888 PO#51958



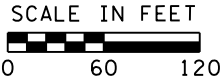
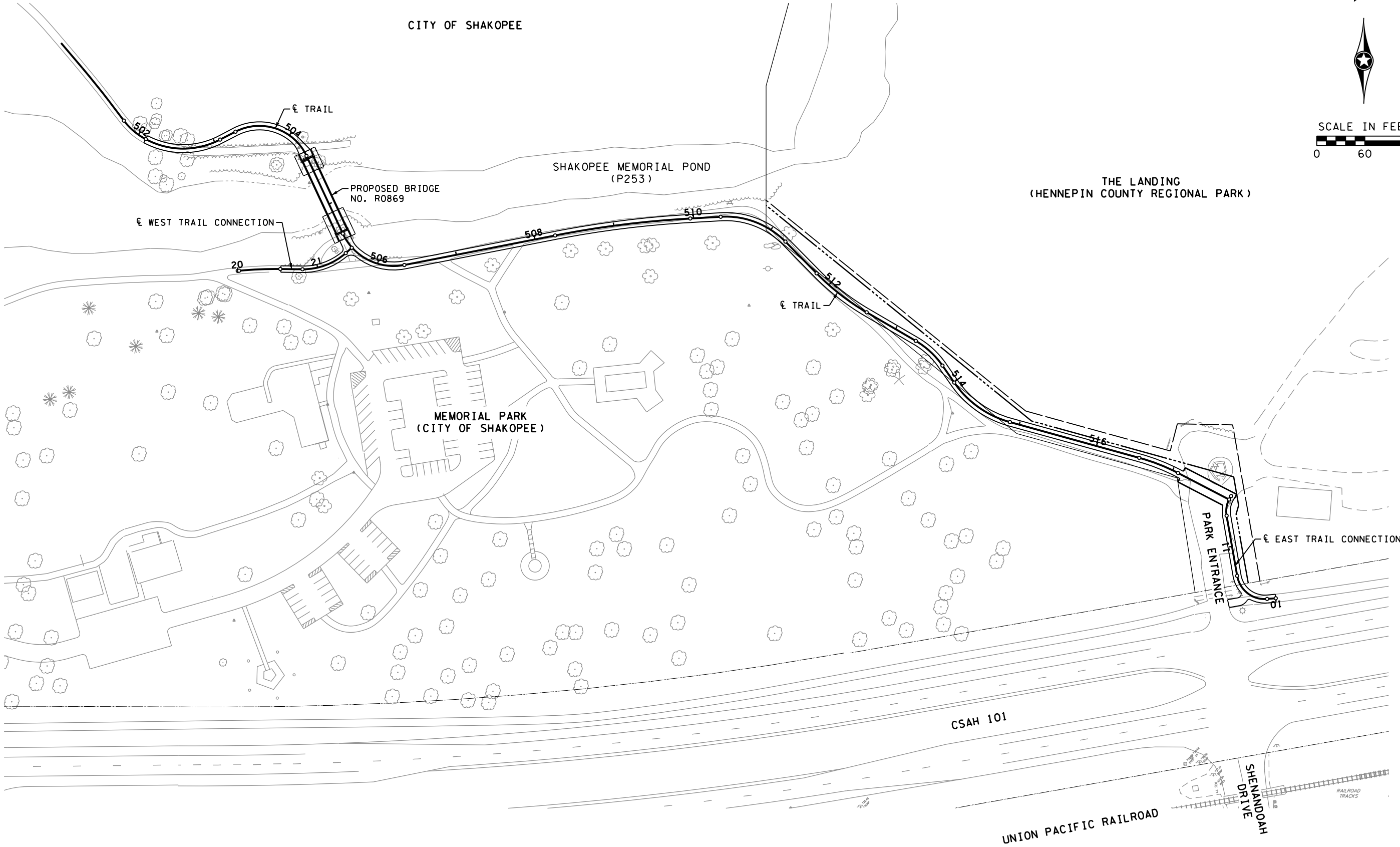
Minnesota Valley State Trail
Scott County – CSAH 101 Segment
23 November 2013
MNDNR Parks and Trails Division

Memorial Park Trail

EXHIBIT D

PLOTTED/REVISED: 10/26/2020

PATH & FILENAME: K:\04086-000\Cad\Plan\4086-000.g01.dgn



NO.	DATE	BY	CHK	REVISIONS

Design By:	MKV	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. PRINT NAME: <u>ANDREW J. FLOWMAN, PE</u> DATE: <u>9/22/2020</u> LICENSE # <u>44200</u>
Plan By:	CWK	
Checked By:	AJP	
Approved By:	AJP	



**Memorial Park Trail and
Pedestrian Bridge**
City of Shakopee, Minnesota

CITY OF SHAKOPEE, MINNESOTA
GENERAL LAYOUT
PA-19-09

SHEET
2
OF
46
SHEETS

PLAN SYMBOLS

STATE LINE	----
COUNTY LINE	----
TOWNSHIP OR RANGE LINE	----
SECTION LINE	----
QUARTER LINE	----
SIXTEENTH LINE	----
RIGHT-OF-WAY LINE	----
SLOPE EASEMENT	SE
PRESENT RIGHT-OF-WAY	----
CONTROL OF ACCESS LINE	----
PROPERTY LINES (EXCEPT LAND LINES)	----
VACATED PLATTED PROPERTY	----
CORPORATE OR CITY LIMITS	----
TRUNK HIGHWAY CENTER LINE	----
RETAINING WALL	----
RAILROAD	----
RAILROAD RIGHT-OF-WAY	----
RIVER OR CREEK	----
DRY RUN	----
DRAINAGE DITCH	----
DRAIN TILE	----
CULVERT	----
DROP INLET	----
GUARD RAIL	----
BARBED WIRE FENCE	----
WOVEN WIRE FENCE	----
CHAIN LINK FENCE	----
RAILROAD SNOW FENCE	----
STONE WALL OR FENCE	----
HEDGE	----
RAILROAD CROSSING SIGN	----
RAILROAD CROSSING BELL	----
ELECTRIC WARNING SIGN	----
CROSSING GATE	----
MEANDER CORNER	----
SPRINGS	----
MARSH	----
TIMBER	----
ORCHARD	----
BRUSH	----
NURSERY	----
CATCH BASIN	----
FIRE HYDRANT	----
CATTLE GUARD	----
OVERPASS (HIGHWAY OVER)	----
UNDERPASS (HIGHWAY UNDER)	----
BRIDGE	----
BUILDING (ONE STORY FRAME)	----
F - FRAME	----
S - STONE	----
T - TILE	----
B - BRICK	----
ST - STUCCO	----
IRON ROD OR PIPE	----
MONUMENT (STONE, CONCRETE, OR METAL)	----
WOODEN HUB	----
GRAVEL PIT	----
SAND PIT	----
BORROW PIT	----
ROCK QUARRY	----

UTILITY SYMBOLS

POWER POLE LINE	----
TELEPHONE OR TELEGRAPH POLE LINE	----
JOINT TELEPHONE AND POWER	----
ON POWER POLE	----
ON TELEPHONE POLES	----
ANCHOR	----
STREET LIGHT	----
PEDESTAL (TELEPHONE CABLE TERMINAL)	----
GAS MAIN	----
WATER MAIN	----
CONDUIT	----
TELEPHONE CABLE IN CONDUIT	----
ELECTRIC CABLE IN CONDUIT	----
TELEPHONE MANHOLE	----
ELECTRIC MANHOLE	----
BURIED TELEPHONE CABLE	----
BURIED ELECTRIC CABLE	----
AERIAL TELEPHONE CABLE	----
SEWER (SANITARY OR STORM)	----
SEWER MANHOLE	----

SCALES

INDEX MAP	0 1000 2000
PLAN	0 30 60
PROFILE	0 30 60
HORIZ.	0 30 60
VERT.	0 5 10
CROSS SECTION	0 10 20

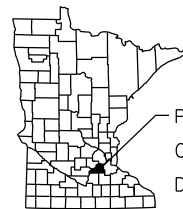
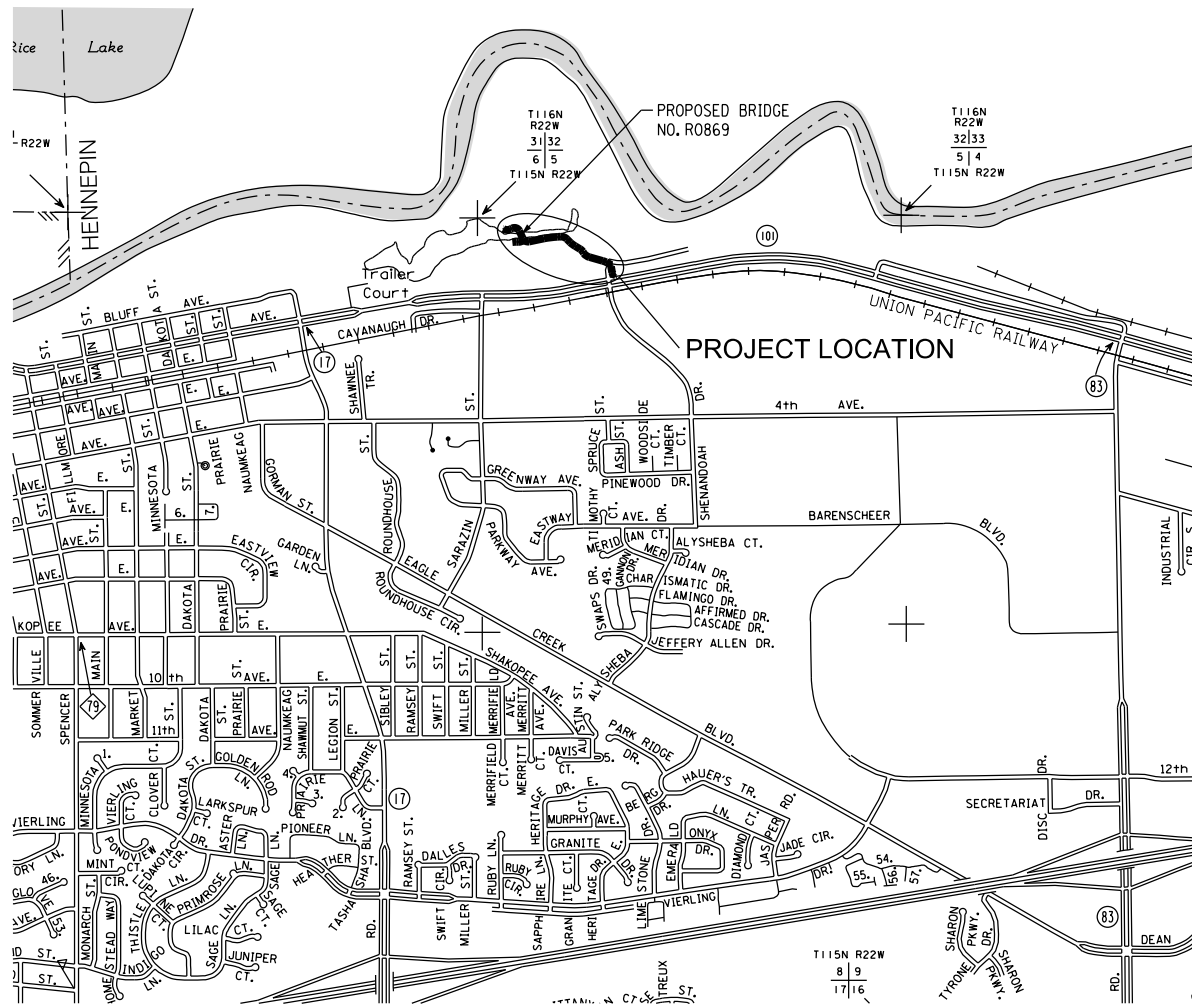
CITY OF SHAKOPEE

CONSTRUCTION PLAN FOR GRADING, BITUMINOUS TRAIL, BRIDGE NO. R0869 AND APPURTENANT WORK

LOCATED IN MEMORIAL PARK FROM NORTH OF SHAKOPEE MEMORIAL POND TO CSAH 101

MEMORIAL PARK TRAIL & PEDESTRIAN BRIDGE PROJECT PA-19-09

GROSS LENGTH	1,850.15 ft	0.350 miles
BRIDGES-LENGTH	102.34 ft	0.019 miles
EXCEPTIONS-LENGTH	0.00 ft	0.000 miles
NET LENGTH	1,850.15 ft	0.350 miles



PROJECT LOCATION
COUNTY: SCOTT
DISTRICT: METRO

DESIGN DESIGNATION

DESIGN SPEED 20 MPH (1)
BASED ON STOPPING SIGHT DISTANCE
HEIGHT OF EYE 4.5 HEIGHT OF OBJECT 0.0

(1) DESIGN SPEED NOT MET FROM
STA 501+74.708 TO STA 506+33.838
(AT AND APPROACHING BRIDGE R0869)

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

GOVERNING SPECIFICATIONS EXHIBIT E

MEMORIAL PARK TRAIL & PEDESTRIAN BRIDGE PROJECT SPECIFICATIONS, THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION 'STANDARD SPECIFICATIONS FOR CONSTRUCTION' AND THE 2018 EDITION OF THE 'MATERIAL LAB SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION' SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST EDITION OF THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL LAYOUT
3	ESTIMATED QUANTITIES
4	QUANTITY TABULATIONS
5	EARTHWORK SUMMARY & TABULATIONS
6	CONSTRUCTION NOTES & STANDARD PLATES
7 - 16	STANDARD PLANS
17	TYPICAL SECTIONS
18 - 20	CONSTRUCTION STAGING & TRAFFIC CONTROL
21 - 22	ALIGNMENT PLANS & TABULATIONS
23 - 24	MISCELLANEOUS REMOVAL PLAN
25 - 27	CONSTRUCTION PLAN
28	GRADING PLAN
29	APPROACH PANEL DETAILS
30 - 32	SWPPP
33 - 34	TURF ESTABLISHMENT & EROSION CONTROL
35 - 37	SIGNING & STRIPING PLAN
38 - 44	CROSS SECTIONS - TRAIL
45	CROSS SECTIONS - WEST TRAIL CONNECTION
46	CROSS SECTIONS - EAST TRAIL CONNECTION
B1 - B8	BRIDGE NO. R0869

THIS PLAN CONTAINS 54 SHEETS.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



SIGNATURE: [Signature] TYPED OR PRINTED NAME: ANDREW J. PLOWMAN, PE

ROADWAY DESIGN ENGINEER: I HEREBY CERTIFY THAT THE ROADWAY PLAN 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.

DATE: 9/22/2020 LICENSE NUMBER 44200

Kent Skaar

Digitally signed by Kent Skaar
Date: 2020.09.22 13:20:48 -05'00'

APPROVAL: MINNESOTA DEPARTMENT OF NATURAL RESOURCES
STATE TRAIL ADMINISTRATOR

[Signature]

APPROVED: CITY OF SHAKOPEE

DATE: 9-22-2020

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, OF THE PLAN WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: _____ LIC. NO. _____

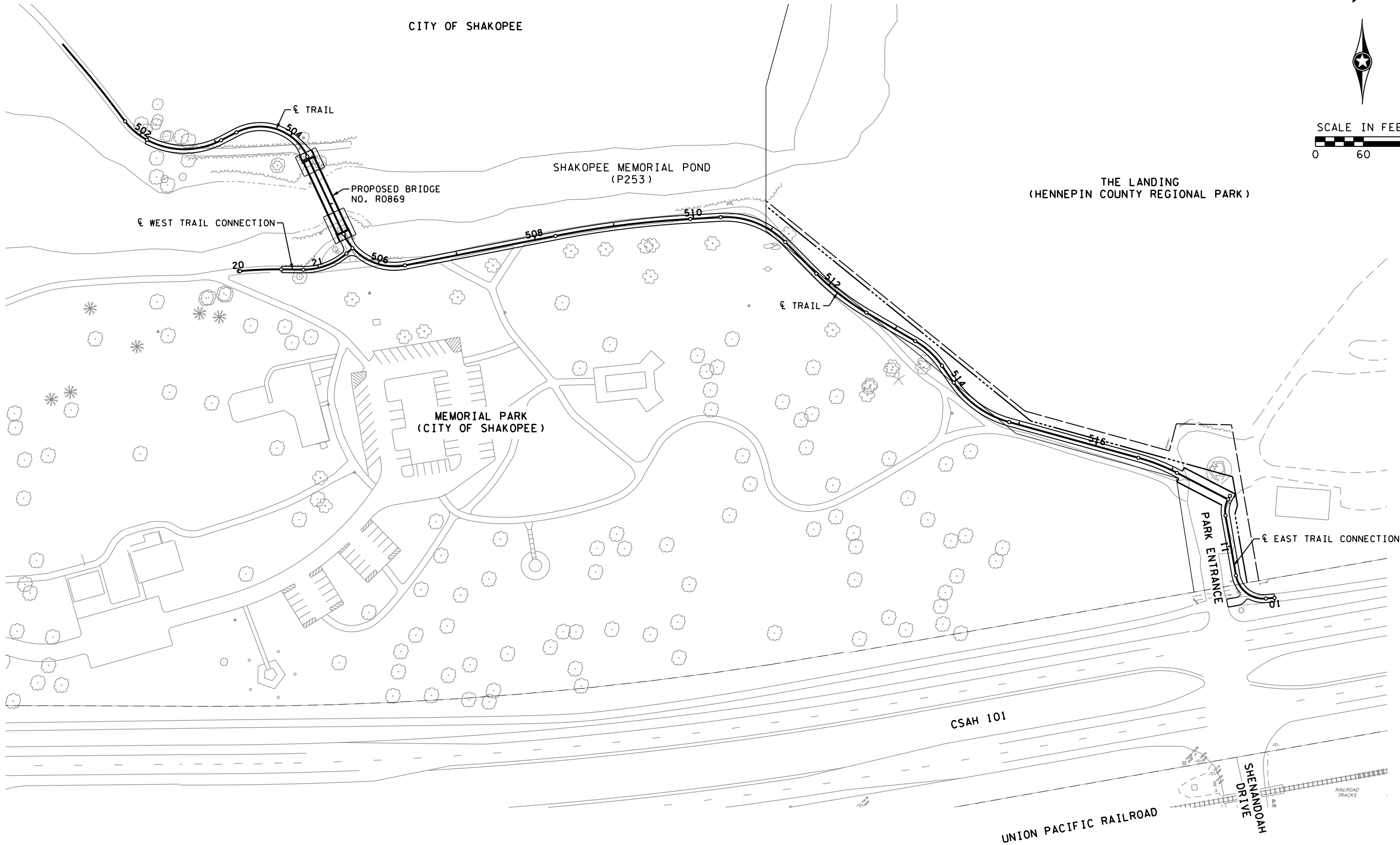
PA-19-09

SHEET NO. 1 OF 46 SHEETS

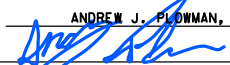
Memorial Park Trail

PLOTTED/REVISED: 10/26/2020

PATH & FILENAME: K:\04086-000\Cad\Plan\4086-000.g01.dgn



NO.	DATE	BY	CHK	REVISIONS

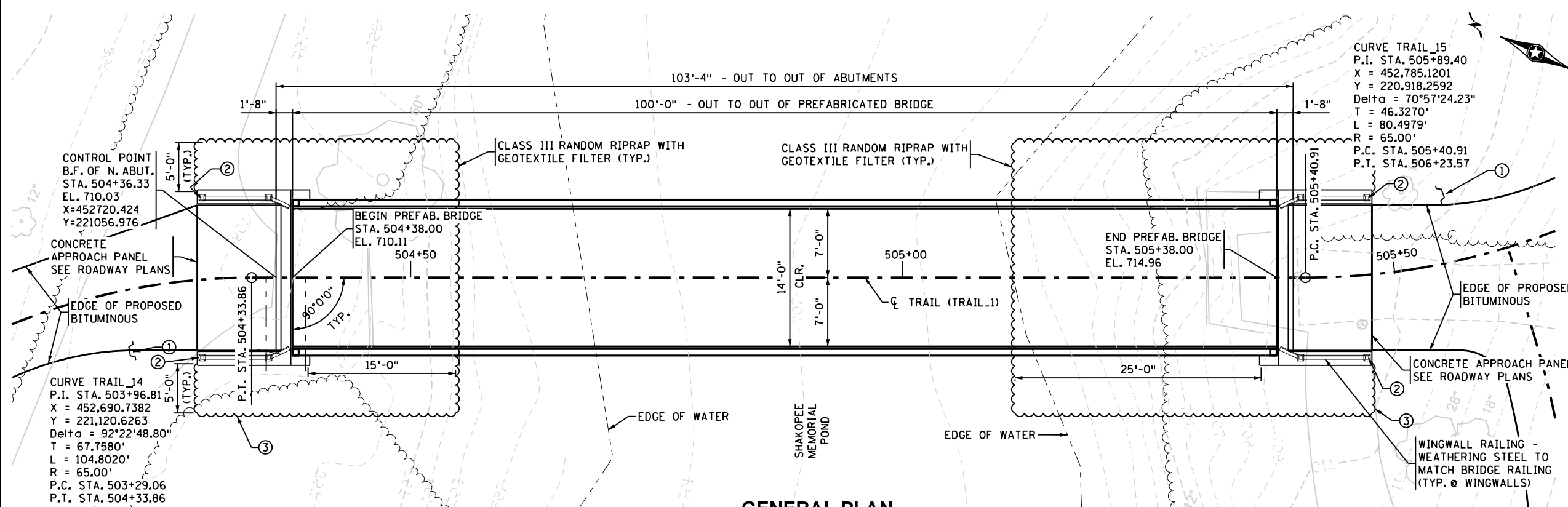
Design By:	MKV	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. PRINT NAME: <u>ANDREW J. PLOWMAN, PE</u>  DATE: <u>9/22/2020</u> LICENSE # <u>44200</u>
Plan By:	CWK	
Checked By:	AJP	
Approved By:	AJP	



**Memorial Park Trail and
Pedestrian Bridge**
City of Shakopee, Minnesota

CITY OF SHAKOPEE, MINNESOTA
GENERAL LAYOUT
PA-19-09

SHEET
2
OF
46
SHEETS



DESIGN DATA	
DESIGNED IN ACCORDANCE WITH 2020 AND CURRENT INTERM AASHTO LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES. PEDESTRIAN LIVE LOAD = 0.090 KSF HIO TRUCK VEHICULAR LIVE LOAD	
MATERIAL DESIGN PROPERTIES: REINFORCED CONCRETE: f'c = 4 KSI fy = 60 KSI PLAIN AND EPOXY COATED BARS n = 8 FOR REINFORCEMENT STRUCTURAL STEEL: fy = 50,000 P.S.I. (3309) (WEATHERING STEEL) STRUCTURAL STEEL TUBING: fy = 50,000 P.S.I. (3361) TYPE C (WEATHERING)	
TRAIL DESIGN SPEED = 20 MPH APPROXIMATE DECK AREA = 1400 S.F.	
BRIDGE OPERATOR RATING = PROVIDED BY SUPPLIER	

LIST OF SHEETS	
NO.	DESCRIPTION
B1	GENERAL PLAN AND ELEVATION
B2	BRIDGE SECTION & QUANTITIES
B3-B6	ABUTMENT DETAILS
B7	SUPERSTRUCTURE DETAILS
B8	BRIDGE SURVEY - PLAN & PROFILE

CONSTRUCTION NOTES

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

SEE SPECIAL PROVISIONS FOR ALL XXXX.6XX SERIES PAY ITEMS FOR ASSITIONAL REQUIREMENTS.

THE BAR SIZES SHOWN IN THIS PLAN ARE IN U.S. CUSTOMARY DESIGNATIONS.

BAR MARKED WITH THE SUFFIX "E" SHALL BE EPOXY COATED IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

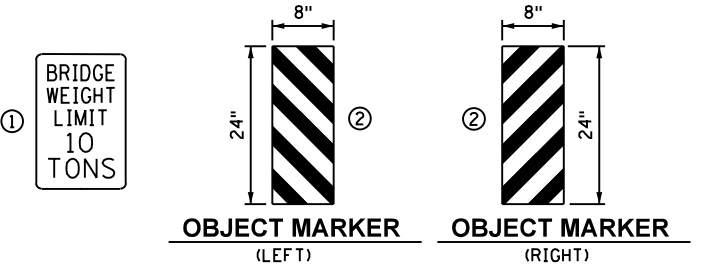
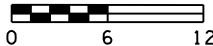
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL C. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C1/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

THE PILE LOADS SHOWN IN THE PLAN AND THE CORRESPONDING NOMINAL PILE BEARING RESISTANCE (Rn) WERE COMPUTED USING LRFD METHODOLOGY. PILE BEARING RESISTANCE DETERMINED IN THE FIELD SHALL INCORPORATE THE METHODS AND OR FORMULAS DESCRIBED IN THE SPECIAL PROVISIONS.

THE BRIDGE IS EXPECTED TO BE OVERTOPPED WITH WATER DURING 10-YEAR HIGH WATER EVENTS. THE TRUSS AND ANCHOR RODS ARE TO BE DESIGNED TO ACCOMMODATE THESE LATERAL AND BUOYANCY LOADS, SEE SPECIAL PROVISIONS.

THIS PROJECT HAS BEEN GRANTED A DESIGN EXCEPTION FROM THE MNDOT LRFD BRIDGE DESIGN MANUAL TO CONSTRUCT BRIDGE R0869 LOCATED ON MEMORIAL PARK TRAIL OVER THE MINNESOTA RIVER IN SHAKOPEE, MN SO AS TO: ALLOW THE BRIDGE TO BE OVERTOPPED WITH WATER DURING THE 10-YEAR HIGHWATER EVENT.

GENERAL PLAN



- FURNISH AND INSTALL SIGN PANEL TYPE C (10 TON LOAD LIMIT).
- FURNISH & INSTALL 8" X 24" HIGH HORIZONTAL DELINEATOR SIGNS (2" WIDE STRIPES) ON THE SIDE OF EACH BRIDGE END POST.
- SEE GRADING PLAN FOR ADDITIONAL INFORMATION ABOUT GRADING NEAR ABUTMENTS.

HYDRAULIC ENGINEERS RECOMMENDATION

DATED: 7/13/2020 (NGVD88)

STREAM OR DITCH DESIGNATION MINNESOTA RIVER - SHAKOPEE MEMORIAL POND

DRAINAGE AREA 16,688 SQ. MI.

MAX. DISCHARGE ON RECORD NA DESIGN DISCHARGE (5 YR. FREQ.) 24,600 C.F.S.

MAX. HIGHWATER ELEVATION 720.41 DESIGNED HIGHWATER ELEVATION 707.79

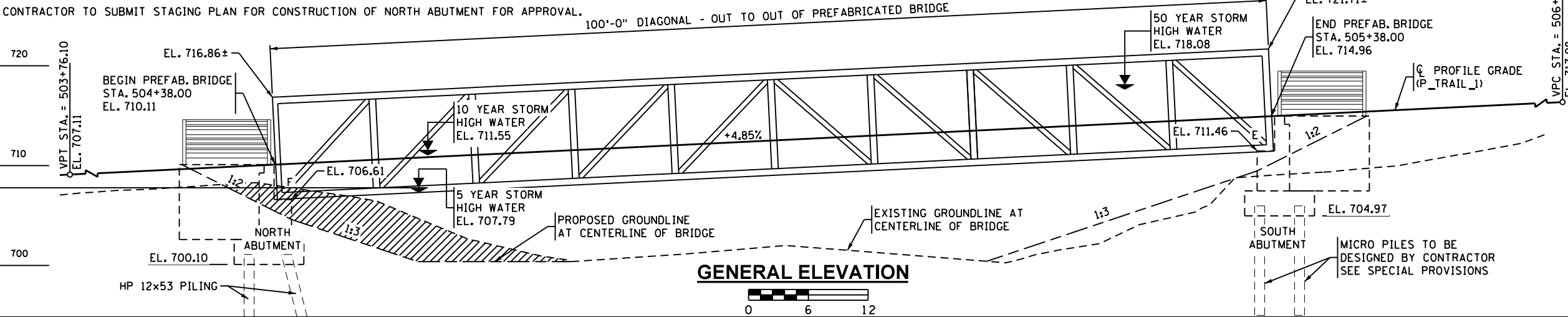
DESIGNED MEAN VELOCITY THROUGH STRUCTURE 0.79 F.P.S.

LOW SUPERSTRUCTURE AT OR ABOVE ELEVATION 707.15

FLOWLINE ELEVATION 700.6 SKEW ANGLE 0°

WATERWAY AREA REQ'D. BELOW ELEVATION 712.00 = 792.79 SQ. FT.

• RIGHT ANGLES TO CHANNEL



GENERAL ELEVATION



NO.	DATE	BY	CHK	REVISIONS

I HEREBY CERTIFY THAT THIS PLAN 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.

Samuel E. Konieczny

LICENSED PROFESSIONAL ENGINEER: SAMUEL E. KONIECZNY
DATE: 10/26/2020 REG NO.: 56720



Memorial Park Trail and Pedestrian Bridge
City of Shakopee

TITLE:

GENERAL PLAN
AND ELEVATION

MINNESOTA DEPARTMENT OF TRANSPORTATION

FINAL PLAN
Bridge No. R0869

MEMORIAL PARK TRAIL OVER
THE MINNESOTA RIVER
0.4 MILES WEST OF MEMORIAL PARK ENTRANCE

SPAN IDENTIFICATION NO. 501

SEC. 5 TWP. 115N R. 22W
CITY OF SHAKOPEE SCOTT COUNTY

APPROVED: _____ DATE: _____
CITY ENGINEER

DES: SBK	DR: BJR	R0869
CHK: CBO	CHK: SBK	

SHEET NO. B1 OF B8 SHEETS