

**STATE OF MINNESOTA  
SAFE ROUTES TO SCHOOL PROGRAM  
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:  
City of Saint Paul – Department of Public Works  
25 W. 4<sup>th</sup> Street, 900 City Hall Annex  
Saint Paul, MN 55102  
Contact: Cheng Xiong – Project Manager

## **RECITALS**

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1. Minnesota Statute § 174.40 authorizes the State to enter into this agreement.
2. General Funds were appropriated for the Safe Routes to School Program in Minnesota Laws 2023, Chapter 68- H.F. 2887.
3. Grantee has been awarded Safe Routes to School (SRTS) Program funds under Minn. Stat. § 174.40.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

## **AGREEMENT TERMS**

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### **1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits**

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 1, 2030, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

### **2 Grantee's Duties**

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

### **3 Time**

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

## 4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.40. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$571,000.00

## 4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

## 5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briese,  
Programs Engineer,  
MnDOT State Aid Office  
395 John Ireland Boulevard, MS 500  
St. Paul, MN 55155  
Office: 651-366-3802  
marc.briese@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Cheng Xiong  
Project Manager  
City of Saint Paul Public Works  
24 W. 4<sup>th</sup> Street, 900 CHA  
Saint Paul, MN 55102  
651-266-6168  
Cheng.Xiong@ci.stpaul.mn.us

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments 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.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention

requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## **10 Government Data Practices and Intellectual Property Rights**

**10.1 Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee 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 Grantee or the State.

## **11 Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **13 Termination; Suspension**

**13.1 Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**13.2 Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**13.3 Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

13.3.1 It does not obtain funding from the Minnesota Legislature; or

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**13.4 Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

## **14 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**15 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate,

either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.

**16 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

**17 Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

## **18 Additional Provisions**

**18.1 Prevailing Wages.** Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

**18.2 E-Verification.** Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

**18.3 Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

**18.4 Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). If federal funds are included in Exhibit A, Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas

of non-compliance as determined by State.

**18.5 Use, Maintenance, Repair and Alterations.** The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grant funds (the Real Property) for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

**[The remainder of this page has intentionally been left blank.]**

**GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_  
Director of Public Works

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

By: \_\_\_\_\_  
Director of Financial Services

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

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

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

*Approved as to form:*

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

**DEPARTMENT OF TRANSPORTATION**

*Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05*

By: \_\_\_\_\_  
State Aid Programs Manager  
(with delegated authority)

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

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

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

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

## EXHIBIT A

## SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
<b>State Funds:</b>		<b>Items Paid for with SRTS</b>	
SRTS General Fund Grant	\$ 571,000.00	<b>General Fund Grant</b>	
		<b>Funds:</b>	
Other:		Construction of	\$ 571,000.00
		sidewalks, curb	
		extensions, and median	
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$ 571,000.00	Subtotal	\$ 571,000.00
<b>Public Entity Funds:</b>		<b>Items paid for with Non-</b>	
Matching Funds	\$ 158,810.33	<b>SRTS General Fund</b>	
		<b>Grant Funds:</b>	
Other:		Construction of	\$ 158,810.33
		sidewalks, curb	
		extensions, and median	
	\$		\$
	\$		\$
	\$		
Subtotal	\$ 158,810.33	Subtotal	\$ 158,810.33
<b>TOTAL FUNDS</b>	\$ 729,810.33	<b>TOTAL PROJECT COSTS</b>	\$ 729,810.33



**EXHIBIT B**  
**GRANT APPLICATION**

Form Name:	2023 Minnesota Safe Routes to School (SRTS) Program: Infrastructure Solicitation Application
Submission Time:	February 2, 2024 1:11 pm
Browser:	Chrome 121.0.0.0 / Windows
IP Address:	156.99.75.2
Unique ID:	1190592589
Location:	44.9339, -93.1235

## Minnesota Safe Routes to School (SRTS) Program: Infrastructure Solicitation Application

### I. Project Information

#### A. Applicant Information

Name	Jimmy Shoemaker
Agency Name	City of Saint Paul
Job Title/Position	Senior Transportation Planner
Phone	(651) 266-6204
Email	jimmy.shoemaker@ci.stpaul.mn.us
Agency Type	State Aid City
Address	25 West 4th St Saint Paul, MN 55102
County	Ramsey
MnDOT District	Metro District

#### B. Lead Agency Sponsor Information

As a grant applicant, are you representing a township, non-state aid city, or a school or school district? If yes, you are required to have a county sponsor.	No, I am not a township, non-state aid city, or a school or school district
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#### C. Project Funding

SRTS Request	571000
Local City Funds	125000
Total project cost	696000
Are funds from all sources committed?	Yes

## D. Brief Project Description

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Enter a brief description or title of your project. Example: Construct shared use path along north side of CSAH 12 (Cedar Street) including bumpouts at all quadrants at the CSAH 12 and Main Street intersection in the City of Moose River.

Pedestrian crossing improvements on CSAH 35 (Marshall Ave) at intersections of Dunlap St, CSAH 51 (Lexington Pkwy), and Oxford St, including bumpouts, ADA compliant ramps, and medians.

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## E. Project Location

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Will any proposed infrastructure improvements be constructed on the right-of-way or property of a township, city, or county other than the applicant or lead agency sponsor?

Yes

If yes, list all public entities that are a part of this project. An entity should be listed if it is partnering on this project or if this project will be constructed at any point within its city/township/county limits.

Ramsey County

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Beginning Point - Latitude

44.948559

Beginning Point - Longitude

-93.149034

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## F. Funding Sources

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Has this project been selected for federal funding?

No

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## G. Eligibility Check

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The applicant must have a full resolution (not just a letter of support) from their council or governing board approving the project and pledging support to fund engineering, right of way, inspection, and other non-SRTS eligible costs, as well as SRTS-eligible items in excess of the SRTS Infrastructure grant amount. The applicant understands this eligibility requirement and has executed this document for attachment to the application.

Yes

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**Township, non-state aid city, and school or school district applicants will need a state aid city or county to serve as their lead agency project sponsor. If a lead agency sponsor is required, the applicant must have a full resolution (not just a letter of support) from the sponsoring county or state aid city agreeing to serve as a sponsor and to support the project by performing tasks identified above in section “Lead Agency Sponsor”. The applicant understands this eligibility requirement and has obtained this document for attachment to the application.**

Not applicable (application is from a state aid city, county, or tribe)

**The applicant must have a full resolution (not just a letter of support) from all non-Tribal entities (except MnDOT) other than the applicant or lead agency sponsor whose property or right-of-way will be impacted by the proposed project. The applicant understands this eligibility requirement and has obtained, if required, this document from all impacted entities for attachment to the application.**

Yes

**Projects constructed with this grant funding must have an expected service life of 10 years minimum. The applicant affirms to the best of their current knowledge and belief that this requirement will be met.**

Yes - project will have a service life of 10 or more years

**Projects are required to be ready for construction in 2024 or 2025. The applicant understands this eligibility requirement and will award a contract and be under construction by December 15, 2025.**

Yes

**Please select the anticipated construction year**

2025

<b>Safe Routes to School Infrastructure grant funds cannot be used on impacts to trunk highways or trunk highway right-of-way without an explicit letter of support from the MnDOT District Engineer. The applicant understands this eligibility requirement and has obtained, if required, this document for attachment to the application.</b>	Not applicable (the proposed project does not have trunk highway impacts)
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<b>Applicants for Safe Routes to School infrastructure funds must have adopted subdivision regulations that require Safe Routes to School infrastructure in developments authorized on or after June 1, 2016. The applicant understands this eligibility requirement and can attach proof of compliance via ordinance or other language that demonstrates how it is applied to the application.</b>	Yes
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<b>Only construction costs are eligible for the program. Development of engineering and construction plans are not eligible nor are right-of-way acquisition costs. All awarded projects must follow the State Aid process, which includes developing a construction plan set signed by a licensed engineer. The applicant must have the ability to develop this plan set or the funds to pay a consultant to develop this plan set. Exhibits from engineering studies do not qualify as a construction plan set. The applicant understands this requirement and has the ability or funds to develop the plan set.</b>	Yes
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Safe Routes to School funds cannot be used to pay school, local agency, or federally recognized Indian Tribe staff time to construct or install any improvements. School, local agency, or federally recognized Indian Tribe staff time is not an eligible cost for the program. All awarded projects must be put out to bid and awarded to a contractor. The applicant understands this program requirement and plans to bid the project out to a contractor.

Yes

## H. Project Evaluation

Name Sarah Stewart

Job Title / Role SRTS Lead, Saint Paul Public Schools

Email sarah.stewart@spps.org

Phone 651-744-4188

## II. Project Improvements & Safety

### I. School Information

School 1: School Name Central High School

School 1: School Location 275 Lexington Pkwy N, St Paul, MN 55104

School 1: Grades Available 9-12

School 1: Number of Students Enrolled 1,575

### J. Safety Concerns

At any location in the project area, do pedestrians or bicyclists travel where safe infrastructure is not provided? Yes

Check any that apply below: Other

Please describe other response. The three intersections all have sidewalks, but are uncomfortable to cross for people walking.

Have safety risks or hazards related to vehicles been identified within the project area that prevent people from safely walking or biking in or near the project area?	Yes
Check any that are present in the project area:	<input type="checkbox"/> High vehicle speeds <input type="checkbox"/> High levels of traffic <input type="checkbox"/> Low stop or yield compliance for pedestrians or cyclists <input type="checkbox"/> Low visibility of pedestrians or cyclists / Drivers unable to see pedestrians or cyclists <input type="checkbox"/> Other
Please describe other response.	Many competing driver movements makes conflicts between drivers and people walking likely
<p>Please use this space to more completely list and describe the safety risks, hazards, or uncomfortable walking or biking conditions that have been identified above, including the locations of these risks and conditions. Applicants may also reference any survey data, crash data, pedestrian or bicycle plan, or other relevant sources. Upload any referenced sources when submitting this application. Each attachment must be referenced in the application, otherwise the attachment will not be considered in the scoring of the application.</p>	<p>At Dunlap and Marshall: drivers using the park and school access turn every which way, and go straight on Dunlap. There is chaos and confusion. Drivers often do not yield for people waiting to cross, and people walking pause in the middle of Marshall once they've crossed one direction of travel. On the south side of Marshall, cars park near the crossing, which limits visibility for people waiting to cross. School staff have reported illegal driver U turns midblock on Marshall between Dunlap and Griggs, and Dunlap and Lexington. Over 200 pedestrians were counted crossing in just 15 minutes.</p> <p>At Lexington and Marshall: drivers attempt to access the loading lane on the north side of Marshall immediately west of Lexington. Drivers queue in the WB travel lane and block the west crosswalk of Marshall for people walking. Over 300 pedestrians were counted crossing in just 15 minutes.</p> <p>At Oxford and Marshall: this crossing is at the bottom of two hills. Drivers travel at high speeds to reach the Lexington signal, and as they head east departing the signal. In-street ped signs have been installed, but are routinely struck and destroyed. Fifty peds observed crossing in 30 minutes.</p> <p>In Fall 2023, the City of Saint Paul installed temporary bumpouts and a large temporary/demonstration median at Dunlap St using 180 flexible delineators. This was installed after an unsuccessful MnDOT AT grant application in 2022. No improvements have been installed at Oxford, however. If this application is successful, the temporary ped improvements would be constructed permanently.</p>
Does the school(s) or school district have a no walking and/or bicycling to school policy?	No

Does the school(s) provide hazard busing? Hazard busing refers to school bus services provided to students who live in the immediate proximity of the school because of a safety hazard to walking or biking near the school.	No
Does the school(s) district have plans to relocate or repurpose the school facilities within the next 10 years?	No
Does the school(s) or school district promote any activities or policies to encourage students walking and bicycling?	Yes
Please describe these activities or policies.	Saint Paul Public Schools has an active SRTS program. A staff position is funded by MnDOT to focus solely on SRTS activities, programming, and coordination with the City and County. SPPS Wellness Policy 533.00 Part IV.H: "Schools are encouraged to promote and support active transport to schools including participating in Safe Routes to Schools programs and activities, providing bicycle and walking safety programs, and using crossing guards."
What percentage of students walk or bike to school?	12.1 (Jan 2024)
What percentage of students take the bus to school?	33.7 (27.5 school bus; 6.2 transit, Jan 2024)

K. Types of Improvements

Curbs and medians	New curb and gutter Curb extensions (concrete) Median (concrete)
Signage and striping	New signage (all types) New crosswalk striping
Sidewalks and trails	ADA ramps



**Provide a full project description including the locations and uses of each improvement identified above. Please include descriptions for other improvements not listed above as well. Include any project maps or design exhibits. These exhibits may be uploaded with your application.**

Please see attached Project Concept Map\_Marshall Ped Improvements.

At Dunlap and Marshall: proposed median crossing island in existing center turn lane on Marshall across Dunlap intersection. Median would extend approximately 250 feet on either side of Dunlap. Median would allow through access for people walking and biking on Dunlap, but would create a right in-right out restriction for drivers. Curb extensions (bumpouts) proposed on the south side of Marshall (there are existing bumpouts on the north side). ADA improvements and accessible ramps to be constructed.

At Lexington and Marshall: proposed extension of existing bumpout to the west on north west quadrant.

At Oxford and Marshall: proposed median crossing island in the existing center turn lane on Marshall. Median would extend approximately 75 feet to the west of Oxford St. Curb ramps would be made ADA compliant. Bumpouts added to one or multiple quadrants based on further design and vehicle turning movements.

At all crossings, crosswalk marking would be installed consistent with the Saint Paul crosswalk marking policy. Based on ped counts mentioned previously, it is probable that crossings would be marked. Signage installed consistent with MUTCD.

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## **L. Project Improvements**

**School(s): Explain how listed improvements would connect students to schools within your community. See Solicitation Guide for example statement.**

Central is the largest high school in Saint Paul. The main accesses to the building are both on Marshall; see ProjectConceptMap attachment. Twice a day, hundreds of students walk across the the Dunlap, Oxford, and Lexington crossings of Marshall on their way to and from school. Central is home to countless Community Education classes and hosts weekend and evening programs for the community. Oxford Rec Center, on the northeast corner of Lexington and Marshall hosts Central athletic programs, and students walk between Central and Oxford after and before school. The superblock around Central is citywide sports hub. In 2022, SPPS applied for MnDOT SRTS Planning Assistance unsuccessfully. Even without a formal Plan, many in the school community identify these crossings as highest priority.

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**Safety Risk Mitigation: Explain how each of the listed improvements in "Section K. Types of Improvements" would mitigate the safety risks and hazards described in "Section J. Safety Concerns." See Solicitation Guide for example statement.**

At Dunlap St, bumpouts on the south side of Marshall would formalize the no parking space and improve visibility. Currently, cars load and unload near the corner, which reduces visibility of people crossing from south to north. The bumpouts would also shorten the crossing, limit exposure, and slow traffic through the intersection. The median would turn Dunlap into right in right out and instead direct drivers to the signalized access at Griggs, one block to the west of Dunlap. By removing certain driver movements, the intersection is simplified. In simple terms, drivers and people walking wouldnt be required to pay attention to several different movements and road users. The median would further narrow the street and limit exposure and conflict between modes. Combined with the bumpouts proposed on the south side, the median would slow traffic speeds.

At Lexington, extending the bumpout would force cars to pull into the loading lane further to the west of Lexington. This would limit the number of vehicles queuing and stacking across the west crosswalk at Marshall and Lexington.

At Oxford, the combination of medians and bumpouts would narrow the crossing distance and reduce exposure and conflict at the crossing. It would slow traffic approaching Lexington and also driving east down the hill. The median would give people a chance to cross one lane of traffic, pause, then cross the other direction of travel.

Curb ramp upgrades to ADA compliance would benefit those using mobility devices, and also those using strollers and other wheeled devices.

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### III. Community Engagement & Transportation Policies

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#### M. Plans, Policies, & Studies

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**Does the applicant agency or lead agency sponsor have a Safe Routes to School (SRTS) plan?**

Yes - please attach to application

**In which year did the school(s) adopt the plans?**

Citywide SRTS Policy Plan - 2017

**Has the adopted plan received any updates, addendums, surveys, public engagement sessions, or any other changes since it was adopted?**

No

**Are the improvements in this project identified in the listed plan?**

No

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**Have the improvements been identified in any other planning document or study?**

No

**Explain how the proposed improvements in this project were identified, planned, and prioritized. This includes any community engagement or public outreach activities.**

In 2022, SPPS applied for Planning Assistance for Central High School but was not awarded. There remains interest in creating a plan. The safety concerns discussed in this application have been brought up by the neighborhood and Central community for years. City staff discussed the improvements with the Central PTO, the District Council, and the school principal Cherise Ayers. All identified the crossing of Dunlap as a top priority. Staff also met with Central student group Roots n Shoots, who advocate for sustainability initiatives. The students helped collect pedestrian counts (attached), and even captured video testimonial from their peers (also attached). Though the median results in driver access changes, SPPS and school staff see great value in the median (current installed as temp)

**Has the applicant agency adopted a complete streets policy?**

Yes - please attach to application

**In which year did the local governing agency adopt the policy?**

2009

## **IV. Equity Score**

### **N: Implementing the 6E Strategies**

**Check all of the 6E Strategies implemented at the school(s) or school district(s). Please describe events, policies and programs serving these strategies.**

Evaluation  
Equity  
Engagement/Enforcement  
Education  
Encouragement  
Engineering

**EQUITY - Please describe events, policies and programs serving this strategy.**

SRTS work in the district reaches priority populations through its diverse student population: 79% are students of color, 66% receive free/reduced price lunch, and 47% speak a language other than English at home. In addition, through the SPPS mobile bike fleet, the district is able to provide cycling experiences to students that have little or no access to bikes. Recently, SPPS and the City of St. Paul worked to develop a data-based method to identify schools as priorities for Planning Assistance and infrastructure grants that considers both equity and opportunity. The equity data includes percent of students qualifying for free/reduced price lunch, percent students of color, percent living within the walk zone, whether the school is located in/near a high priority area for pedestrian improvements, whether it's in an ACP50 area, and the STEPP score. The opportunity data includes upcoming street projects and SPPS Facilities projects. Central has a relatively high STEPP score and urgent needs around pedestrian and bicyclist safety.

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**EVALUATION: Please describe events, policies and programs serving this strategy.**

After installing the temporary median in Fall 2023, Central administration sent out a survey created by SPPS and City to families to evaluate the temporary median. While there were several comments about changes to Dunlap access and related inconvenience, there was strong support from many families and notably, from people who walk across the median. Fifty nine (59) percent of people who used the median said the crossing felt "more comfortable" than before. The survey summary is attached to this application. After temporary median installation, SPPS staff observed nearly 100 percent yielding compliance on one single school arrival.

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**ENGAGEMENT/ENFORCEMENT: Please describe events, policies and programs serving this strategy.**

Public Works and SPPS staff working on this application met several times with Central principal Ayers and building maintenance staff to describe the benefits and report on the findings of the survey mentioned above. Project staff also met with Roots n Shoots student group to talk about engineering and design, public health, SRTS, and the median design. These students collected video from their peers that document the struggles of walking in the area near Central. Staff also met with Central PTO and Union Park District Council to discuss the improvements.

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**EDUCATION: Please describe events, policies and programs serving this strategy.**

For many SPPS students, a Walk! Bike! Fun! Physical Education unit is their first real introduction to bicycle safety and how to ride and care for a bike. We now have 30 SPPS educators currently employed with the district that have undergone WBF curriculum training, and at least 12 schools have implemented WBF and/or bike rodeos. Central is interested in how education, which has largely been done with younger students, could be adapted and implemented at the high school level.

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**ENCOURAGEMENT: Please describe events, policies and programs serving this strategy.**

Encouragement - SPPS has put a lot of effort into promoting a biannual Walk/Bike to School Day throughout the district. Many schools that participate choose to mark this event with a Bus/Drop/Walk event. In the fall of 2021, six schools participated in the event, and several additional schools committed to celebrating in the spring. Central Senior High School is interested in celebrating Walk and Bike to School Days or weeks to support a healthy lifestyle and cut down on carbon emissions to protect our environment. Several staff members are strongly committed to riding bikes in lieu of driving vehicles to school. The school also encourages safe walking and biking by placing staff volunteers at two busy intersections around the school to serve as safety patrols. Staff are also stationed around the grounds to help with safe arrival and dismissal.

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**ENGINEERING: Please describe events, policies and programs serving this strategy.**

In Fall 2023, after an unsuccessful 2023 MnDOT AT application, the City of Saint Paul installed a temporary median and bumpouts at Dunlap to evaluate a future permanent installation and make short term improvements while funding was sought. Photos of this temporary installation are attached. It is the largest single installation in Saint Paul's history.

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## **O. Advancing Equity**

**Describe how this project will advance equity in your community. This should be specific to how this project will benefit the students traveling to and from school in your community. Please see Solicitation Guide for definition of equity.**

Walking improvements in this area of the city are considered High Priority in the Saint Paul Pedestrian Plan (attached). This designation is based on census tracts of concentrated poverty where 50 percent or more of residents are people of color, census tracts with high numbers of persons with disabilities, and census tracts with high numbers of vehicle-less households. This set of data creates a measure of equity for each census tract in Saint Paul and designated the project area as a high priority for walking investment.

By making these improvements, young people and community members can more safely walk to destinations for learning, physical activity, and social connections. They can confidently travel by foot to events, their voting location, swim lessons, theater performances, baseball practices, and Peace Tabernacle Assembly of God Church. This area of the city is truly a community gathering space.

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**Describe how this project will serve and protect priority populations in your community. Please see Solicitation Guide for definition of priority populations.**

These improvements are adjacent to the Rondo Neighborhood (borders include Lexington on the west, Marshall on the south), which lost 700 homes and 300 black owned businesses when I-94 was constructed. With neighborhood streets severed by the freeway, Lexington became a major source of car traffic, and a barrier to safe walking and biking in the area. Central High School was the main high school for the Rondo neighborhood and remains the neighborhood high school to this day. Oxford Rec Center, Central High School, and the surrounding-Central superblock are home to many programs that serve priority populations. Soul Line Dance, Jimmy Lee Seniors clubs, youth karate, and girls and boys youth groups all meet at Oxford (aka Jimmy Lee). It is a neighborhood and city hub. Youth and seniors in the area are more susceptible to severe and fatal injury in the event of a crash. The safety improvements described in this application will help reduce the likelihood of crashes with youth and seniors traveling to these community activity centers. MnDOT's Active Transportation Equity scoring criteria assigns the area surrounding Central a score of 12 (highest is 13).

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## **P. Safe Routes to School Equity Score**

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## **V. Attachments**

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<b>Approved submitting Agency resolution of support (PDF)</b>	<a href="https://www.formstack.com/admin/download/file/15867512763">https://www.formstack.com/admin/download/file/15867512763</a>
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<b>Approved resolution(s) of support from other non-Tribal agencies (except MnDOT) impacted by project (if applicable) (PDF)</b>	<a href="https://www.formstack.com/admin/download/file/15867512764">https://www.formstack.com/admin/download/file/15867512764</a>
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<b>For non-school/school district applicants: Submitting agency subdivision certification, regulations, or ordinances. (PDF)</b>	<a href="https://www.formstack.com/admin/download/file/15867512765">https://www.formstack.com/admin/download/file/15867512765</a>
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<b>Approved Letter of Support from MnDOT District Engineer if the project has Trunk Highway impacts (if applicable) (PDF)</b>	<a href="https://www.formstack.com/admin/download/file/15867512766">https://www.formstack.com/admin/download/file/15867512766</a>
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<b>Engineering or planning-based cost estimate with itemized breakdown (Excel)</b>	<a href="https://www.formstack.com/admin/download/file/15867512767">https://www.formstack.com/admin/download/file/15867512767</a>
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<b>Timeline of project indicating major milestones and their anticipated completion dates (PDF)</b>	<a href="https://www.formstack.com/admin/download/file/15867512768">https://www.formstack.com/admin/download/file/15867512768</a>
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<b>Federal Aid funding application and award letter (if applicable) (PDF)</b>	<a href="https://www.formstack.com/admin/download/file/15867512769">https://www.formstack.com/admin/download/file/15867512769</a>
<b>Pedestrian, bicycle or other transportation plan or study that identifies the proposed project or improvements (PDF) - or - a link to the documents if publicly available elsewhere</b>	<a href="https://www.formstack.com/admin/download/file/15867512770">https://www.formstack.com/admin/download/file/15867512770</a>
<b>Any revisions, addenda or public engagement surveys updating the above documents (PDF)</b>	<a href="https://www.formstack.com/admin/download/file/15867512771">https://www.formstack.com/admin/download/file/15867512771</a>
<b>At least one location map with project routes or improvements identified. If you choose to include project photos, please make sure the project location map is the first page in this attachment (PDF)</b>	<a href="https://www.formstack.com/admin/download/file/15867512772">https://www.formstack.com/admin/download/file/15867512772</a>
<b>Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.</b>	<a href="https://www.formstack.com/admin/download/file/15867512773">https://www.formstack.com/admin/download/file/15867512773</a>
<b>Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.</b>	<a href="https://www.formstack.com/admin/download/file/15867512774">https://www.formstack.com/admin/download/file/15867512774</a>
<b>Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.</b>	<a href="https://www.formstack.com/admin/download/file/15867512775">https://www.formstack.com/admin/download/file/15867512775</a>

## VI. Conflict of Interest Disclosure

<b>Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:</b>	Determined that no potential organization conflict of interest exists
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**EXHIBIT C**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**





# City of Saint Paul

City Hall and Court  
House  
15 West Kellogg  
Boulevard  
Phone: 651-266-8560

## Signature Copy

**Resolution: RES 24-43**

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**File Number: RES 24-43**

Authorizing the Department of Public Works to submit applications for state funding to the 2023-2024 MnDOT Safe Routes to School Infrastructure Program with no local capital funding match requirements.

WHEREAS, the Minnesota Department of Transportation (MnDOT) is soliciting applications for the 2023-2024 MnDOT Safe Routes to School Infrastructure Program for construction projects up to \$1,000,000 for the purposes of improving safety and accessibility for people walking and biking near schools; and

WHEREAS, the City must contribute a local match of any capital costs above \$1,000,000 in addition to engineering, right of way, and inspection costs; and

WHEREAS, the Department of Public Works has identified two projects with capital costs totaling less than \$1,000,000 and meet the requirements specified for eligibility as established by MnDOT; and

WHEREAS, the projects to be submitted by the City under the 2023-2024 MnDOT Safe Routes to School Infrastructure Program are the Como High School and Como Elementary School Pedestrian Improvements and the Central High School Pedestrian Improvements; and

WHEREAS, the Como High School and Como Elementary School Pedestrian Improvements will construct sidewalk and pedestrian crossing improvements along walking routes to school; and

WHEREAS, the Central High School Pedestrian Improvements will construct pedestrian crossing improvements along walking routes to school; and

WHEREAS, both project scopes are guided by community engagement, the 2017 Saint Paul SRTS Policy Plan, the 2023 Como High School and Elementary School SRTS Plan, the 2019 Saint Paul Pedestrian Plan, the Saint Paul Comprehensive Plan, and temporary implementation of bump outs and medians near both projects; and

WHEREAS, the City commits to ensuring that all sidewalks and crossing improvements included in these project applications will be fully open for use and cleared of snow throughout the winter, either by City staff or by adjacent property owners per existing City ordinances; now, therefore be it

RESOLVED, that the Council of the City of Saint Paul authorizes the Department of Public Works to apply for funding through the 2023-2024 MnDOT Safe Routes to School Infrastructure Program and to accept the funding if awarded; and be it finally

RESOLVED, that the Council of the City of Saint Paul authorizes the commitment of local funds for any project costs above the award maximum.

Resolution RES 24-43 Passed Mayor's Office passed Signed 1/19/2024 1/17/2024 Signed | DAY THAT a meeting of the on , this Resolution was Signed.

**Yea:** 7 Councilmember Noecker, Councilmember Jalali, Councilmember Yang, Councilmember Kim, Councilmember Bowie, Councilmember Jost, and Councilmember Johnson

**Nay:** 0

**Vote Attested by**  
**Council Secretary**



Shari Moore

**Date** 1/17/2024

**Approved by the Mayor**



Melvin Carter III

**Date** 1/19/2024