

**AGREEMENT BETWEEN THE STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
AND THE City of Saint Paul (#L020-10-3B)**

THIS AGREEMENT is made between the State of Minnesota, acting by and through its Commissioner of Natural Resources (hereinafter the "State"); and the **City of Saint Paul** (hereinafter the "Recipient").

WHEREAS, The Minnesota Legislature by 2009 Minnesota Laws, Chapter 172, Article 3, Section 2d, from the natural resources fund for trail grants to local units of government on land to be maintained for at least 20 years for the purposes of the grant. This appropriation is from the revenue deposited in the natural resources fund under Minnesota Statutes, section 297A.94, paragraph (e), clause (4). In addition, if a project financed under this program receives a federal grant award, the availability of the financing from this paragraph for that project is extended to equal the period of the federal grant; and

WHEREAS, the Recipient has applied to the State for a grant and has proposed **to construct 1.3 miles of a 10 foot wide bituminous trail connecting Cherokee Regional Park to Harriet Island/Lilydale Regional Park, including site enhancements along the trail such as a retaining wall, fence, landscaping, parking, scenic overlooks, benches, drinking fountains and lighting;** (hereinafter the "Project") and which has been approved by the Recipient's appropriate governing entity as evidenced by Attachment "A" which is attached hereto and incorporated by reference herein;

NOW THEREFORE, it is agreed between the State and the Recipient as follows:

1. GENERAL CONDITIONS

- 1.1 The total obligation of the State for all compensation and reimbursement to the Grantee under this Grant Agreement will not exceed **\$250,000**.
- 1.2 The Recipient acknowledges that these funds are proceeds from the Natural Resources Fund, which is subject to certain legal restrictions and requirements, including Minnesota Statutes Section 116P.13. The Recipient is responsible for compliance with this and all other relevant State and Federal laws and regulations promulgated pursuant thereto governing the proceeds of the Fund in the fulfillment of the Project. Further, the Recipient is responsible for obtaining all applicable permits, permission and/or interests in property necessary for the performance of this Agreement.

1.3 CONTACT PERSONS

The authorized contact person for the State is:

Andrew Korsberg, Trail Program Coordinator
Trails and Waterways Division
Department of Natural Resources
500 Lafayette Road, Box 52
St. Paul, Minnesota 55155-4052

The authorized contact person for the Recipient is:

*Michael Hahm, Director Parks and Recreation
City of Saint Paul
400 City Hall Annex, 25 West 4th Street
Saint Paul, Saint Paul, MN 55102*

The authorized fiscal agent for the Recipient is:

*Michael Hahm, Director Parks and Recreation
City of Saint Paul
400 City Hall Annex, 25 West 4th Street
Saint Paul, Saint Paul, MN 55102*

1.4 OPERATION OF THE PROJECT.

The Agency shall operate the PROJECT or cause it to be operated as outlined in the approved Application that is attached hereto as Attachment "B" which is incorporated by reference herein during the period from the effective date as referenced in paragraph 13.1 through **June 30, 2013**.

1.5 DEBARMENT.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

- a. The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

1.6 ACCESSIBILITY.

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>

2. USE OF FUNDS

The Recipient shall use the proceeds of this agreement only for the eligible costs of the Project as outlined in Section 5. Costs.

3. **MATCHING FUNDS**

The State shall disburse funds to the Recipient pursuant to this agreement on a reimbursement basis not to exceed seventy-five (75) percent of its eligible costs, as described in Section 5. Costs up to a maximum of **\$250,000**.

4. **PROJECT**

4.1 **PROJECT SPECIFICATIONS**

The Project shall be guided by the Application as approved by the State. After completion of the Project, the Recipient shall certify to the State that the Project, as conducted, conforms to the approved Application. Said certification must be filed with the State prior to final reimbursement for the Project by the State.

4.2 **ADMINISTRATION AND SUPERVISION**

The Recipient shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this agreement. The Recipient may employ such professional services, as it deems reasonable and necessary to provide these services, subject to the provision of Section 5. Costs.

4.3 **ACKNOWLEDGMENTS**

Upon Project completion, the Recipient shall post a permanent funding acknowledgment sign at the entrance to the Project site, or at an alternative conspicuous location on the site. The sign will state that the site was cooperatively developed by the Minnesota Department of Natural Resources.

4.4 **STATUS REPORTS**

The Recipient shall submit to the State program status, as the State shall reasonably request.

5. **COSTS**

5.1 **REIMBURSABLE COSTS**

Eligible costs shall be those costs directly incurred by the Recipient in preparation of and the actual conduct of the Project. Eligible costs shall be based upon the approved Application and can include the following types of costs provided they are solely related to and necessary for the completion of the Project:

- 5.1.1 Advertising costs solely for (1) Recruitment of personnel; (2) Solicitation of bids; and (3) Disposal of scrap materials;
- 5.1.2 Capital and labor expenditures for facilities, equipment and other capital assets;

- 5.1.3 Communication costs incurred for telephone calls and postage;
- 5.1.4 Materials & supplies;
- 5.1.5 Freight transportation expenses; and
- 5.1.6 Professional services and Project administration costs provided that they do not exceed 20% of the total cost of the Project;
- 5.1.7 Land acquisition (including permanent easements) whose value is established by a licensed appraiser and whose conclusions of value are certified by the state.

Any cost not defined as an eligible cost or not included in the approved Application shall not be paid from State funds committed to the Project.

5.2 **NONREIMBURSABLE COSTS**

Noneligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:

- 5.2.1 Any expenditure that occurs outside of the operating dates established in Section 1.4 (OPERATION OF THE PROJECT);
- 5.2.2 Fund raising;
- 5.2.3 Volunteer or Donated Labor
- 5.2.4 Taxes, except sales tax on goods and services;
- 5.2.5 Insurance, except title insurance;
- 5.2.6 Attorney fees;
- 5.2.7 Loans, grants, subsidies to persons or entities for development;
- 5.2.8 Bad debts or contingency funds;
- 5.2.9 Interest;
- 5.2.10 Lobbyists;
- 5.2.11 Political contributions;
- 5.2.12 Wages and expenses of Recipient's employees;
- 5.2.13 Fringe benefit costs of Recipient's employees; and
- 5.2.14 Land appraisals.

6. **REIMBURSEMENT PROCEDURES**

6.1 *Invoices.* The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted at the close of each state fiscal year (*July 1 – June 30*) at the very least.

6.2 *Federal funds.* (Where applicable, if blank this section does not apply) Payments under this grant contract will be made from federal funds obtained by the State through Title ----- CFDA number ----- of the ----- Act of -----. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

All reimbursement requests, including invoices, for this project must be received by the State on or before **June 30, 2013**.

Upon completion of the Project, the Recipient shall certify to the State that the Project, as conducted, conforms to the approved Application. Said certification must be filed with the State prior to final reimbursement for the Project by the State.

Prior to reimbursement for land acquisition, if applicable, the Recipient must file a perpetual easement referenced in Paragraph 14 herein below with the County Recorder and provide a copy of the same with the state.

7. ACCOUNTING AND AUDIT

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the State and/or State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract.

8. NONDISCRIMINATION

The Recipient in the conduct of the Project shall not engage in discriminatory employment practices and shall in all respects comply with Minnesota Statutes, Sections 363.03 and 181.59-60 and all applicable rules and subsequent amendments.

9. 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 claim 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.

10. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY

10.1 Government Data Practices. The 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 contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

10.2 Intellectual Property Rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid*

for under this contract. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

11. **LIABILITY**

The Grantee must indemnify, save, and hold the State, its agent, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

12. **CONVERSION OF USE**

The Recipient shall not at any time convert any property acquired or developed pursuant to this Agreement to uses other than those specified in this Agreement without the prior written approval of the State, until a period of twenty years from the time the designated Funds are no longer available for the Project, has expired.

13. **TERM**

13.1 **EFFECTIVE DATE**

Costs may be incurred for this agreement upon approval of the Environmental Analysis documentation or **June 5, 2012**, whichever is later, although no reimbursements will be made until this Agreement is fully executed. This

Agreement shall become legally effective upon such date as it is executed by the State Agency.

13.2 EXPIRATION DATE

The agreement shall remain in effect until **June 30, 2013**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

13.3 TERMINATION

If the State finds that there has been a failure on the part of the Recipient to comply with the provisions of this Agreement, that reasonable progress has not been made, or that the purposes for which the funds were awarded have not been or will not be fulfilled, the State may take action to protect the interests of the State including, but not limited to, the refusal to disburse additional funds and requiring the return of all or part of the funds previously disbursed.

13.4 AMENDMENTS

Any amendment to this grant contract 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 grant contract, or their successors in office.

14. ANTI-TRUST PROVISION

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

15. ASSIGNMENT

The Recipient agrees to grant to the State a perpetual easement for the general public to use the subject property for recreational trail purposes. Attached hereto as Attachment "D" and incorporated by reference is a copy of the indenture to be filed with the county recorder if applicable.

16. DATA DISCLOSURE

Under Minn. Stat. § 270.66, and other applicable law, the 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 obligation. 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.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Kanna Ochs
Date: June 6, 2012

Grant contract No. B51208

Purchase Order No. 3000004722

3. STATE AGENCY

By: gm
(with delegated authority)
Title: Deputy Director, Division of Parks and Trails
Date: _____

2. GRANTEE

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

By: _____

Title: City Attorney

Date: _____

By: _____

Title: Office of Financial Services

Date: _____

By: _____

Title: Mayor

Date: _____

By: _____

Title: Director, Parks and Recreation

Date: _____

Revised 4/23/2010

LIST OF ATTACHMENTS

- A Resolution and approval by board or council
- B Approved Application
- C Financial Management Manual – on website as referenced in cover letter



PARKS AND TRAILS LEGACY GRANT PROGRAM

Trail Legacy Grants

2010 APPLICATION



Before completing this application read the program manual that contains instructions on completing this form.

*Type all responses within the boxes associated with each question.
Handwritten applications will not be accepted.
DO NOT change the format of this document.*

GENERAL CONTACT INFORMATION:

1.	Grant Applicant (Unit of Government required):	City of St. Paul
2.	Contact Person:	Michael Hahm
3.	Contact Title:	Director Parks and Recreation
4.	Mailing Address:	City of Saint Paul
	Building Name (if applicable):	400 City Hall Annex
	Street:	25 West 4 th Street
	City, State Zip:	Saint Paul, Minnesota, 55102
5.	Daytime Phone:	651-266-6409
6.	Fax Number:	651-292-7405
7.	E-mail Address:	Michael.Hahm@ci.stpaul.mn.us
8.	Website (if available):	

TRAIL CLUB OR ORGANIZATION/PROJECT PARTNER (If applicable):

9.	Contact Person and Title:	
10.	Organization/Club Name:	
11.	Mailing Address	
	Building Name (if applicable):	
	Street:	
	City, State Zip:	
12.	Daytime Phone:	
13.	Fax Number:	
14.	E-mail Address:	
15.	Website (if available):	

LOCATION OF PROJECT:

16.	County Project is located within:	Ramsey County
17.	State Legislative (House) District:	65B
18.	Legislative House Representative:	Carlos Mariani
19.	State Senate Representative:	Sandy Pappas
20.	Congressional District:	4
21.	Congressional Representative:	Betty McCollum

GENERAL PROJECT INFORMATION:

22.	Project Title:	Cherokee Regional Trail		
23.	Total Project Cost:	\$2,557,000.00		
24.	Amount Requested:	\$500,000.00		
25.	Local Match:	\$125,000.00		
26.	Source of Local Match:	Capital Improvement Bonds		
27.	Has the local match been secured? (mark one)		YES	NO
28.	Will other non-local funds be used for this project? (mark one)	YES	YES	NO
	If yes, give amount:	\$2,144,375.00		
29.	What is the source of the non-local funds?	\$193,000 from Metro Parks, \$385,000 from 2010 CIB, \$340,000 from 2011 CIB, \$136,375 Parks and Trails Legacy Grant 2009, \$1,090,000.00 Federal Transportation Enhancement Funds		
30.	Have the non-local funds been secured? (mark one)	\$193,000 from Metro Parks, \$136,375 from Parks and Trails Legacy Grant 2009, \$1.09 million Federal Funds have been secured	YES	2011 CIB Funds not secured at this time
31.	If this project has received federal funding through the Enhancements Program, please indicate which year your organization is programmed for construction? (please include a copy of the award notification as attachment "F")		FFY:	2011
32.	If this project is for a new trail development, please indicate estimated length:	Feet (if less than ½ mile):	Miles:	1.3
33.	Below, indicate which primary and secondary recreation uses will directly benefit from the proposed project:			

	Primary Use	Secondary Use	
	Y		Walking/Hiking
	Y		Bicycling
			Mountain Bicycling
			Horseback Riding
			Cross-Country Skiing
	Y		In-Line Skating
			Snowmobiling
			ATV Riding
			Off-Highway Motorcycling
			4 X 4 Trucking
			Other (specify):

QUALIFYING REQUIREMENTS

All applications must address each of the following six qualifying requirements. *Failure to provide information on each of the requirements will result in the disqualification of the application.*

Please complete each section as outlined in the instructions.

34.	Project Description:
<p>The Cherokee Regional Trail will provide a new 1.3 mile paved trail to be used by pedestrians and bicyclists and provide a connection from Cherokee Regional Park to Harriet Island/Lilydale Regional Park. The project will include site improvements such as trail signage, benches, scenic overlooks, access to public restrooms, drinking fountain, landscaping, lighting and bicycle racks. This grant application will provide funds necessary for constructing a regional trail and enhancements for immediate use by the public.</p>	

35.	Costs Associated with the Project:
<p>The overall cost of constructing 1.3 mile Cherokee Regional Trail is estimated to be \$2.56 million dollars. This cost has increased from the 2009 Park Legacy Grant request of \$1.84 million. The previous cost estimate was completed in 2007 as part of the community task force process and does not reflect 2010 construction costs associated with bituminous paving, ornamental railing and excavation as well as increased design/construction document development time associated with federally funded projects. The previous 2009 Park Legacy Grant requests are shown in italic for reference.</p> <p>The revised project costs include:</p> <p>\$656,837 (<i>\$453,000</i>) Design/Construction Document Development (35%) \$1,397,611 (<i>\$954,000</i>) Trail Construction (includes retaining wall and fence construction as required) \$316,900 (<i>\$306,000</i>) Site Enhancements (parking, scenic overlooks, benches, drinking fountains, lighting) \$188,652 (<i>\$127,000</i>) Landscaping and Erosion Control</p>	

Required matching funds of \$125,000 for this grant request will be secured through City of Saint Paul 2010 Capital Improvement Bonds.

The City of Saint Paul operates and maintains Cherokee Regional Park and will be responsible for the maintenance and operation of Cherokee Regional Trail under City jurisdiction. Annual maintenance and operation costs will be funded under the City of Saint Paul's Operation and Maintenance fund.

Estimated annual costs are:

Type of Work	Frequency	Cost	Annual	5 yr Cost
sweep trail (May - Oct)	2X per month	\$ 95.28	\$ 1,143.36	\$ 5,716.80
plow trail (Nov - March)	2x per week average	\$ 41.18	\$ 1,647.20	\$ 8,236.00
broom trail (Nov - April)	2x per week average	\$ 45.23	\$ 2,171.04	\$ 10,855.20
salt/ sand trail (Nov - April)	3x per month average	\$ 44.36	\$ 798.48	\$ 3,992.40
		TOTAL	\$ 5,760.08	\$ 28,800.40

Existing maintenance costs associated with Cherokee Regional Park are not reflected in this estimate. Estimate only includes addition of 1.3 mile paved regional trail as requested in this grant request.

36. Project Timeline:

The funding requested under this grant application will be used in conjunction with Federal Transportation Enhancement funds allocated for FY2011 and will adhere to the following timeline:

April 2010 – Begin design development documents.

June 2010 – Present design documents to community for input/feedback

July 2010 – Develop construction documents and MnDOT Project Memorandum

February 2011 – Construction documents submitted to MnDOT for review and approval

April 2011 – Trail construction begins

September 2011 – Trail construction completed (estimate)

No land acquisition required. All properties owned by City of Saint Paul Parks and Recreation.

37. Project Readiness:

The community involvement process has been completed for the conceptual trail design of Cherokee Regional Trail. A Design Advisory Task Force was created and final conceptual plans were accepted by the Task Force in November 2007. The next step is completion of a survey followed by development of design documents. These steps can begin at any time.

38. **Year Round Trail Usage:**

Cherokee Regional Trail will be open for year round trail use. The trail will be plowed in the winter and remain open for use.

39. **Regional or Statewide Significance** – To be eligible for this grant, the project must demonstrate that it is of regional or statewide significance. Read the criteria published on the website and in the manual and describe how your project is of regional or statewide significance:

Cherokee Regional Trail is located within a regional park; Cherokee Regional Park. It will provide an important link between two existing regional parks along the Mississippi River; Harriet Island and Lilydale Regional Park. Currently, Cherokee Park is isolated from adjacent regional parks and trails due to its topography along the bluffs of the Mississippi River. The Cherokee Regional Trail will provide an important connection linking the surrounding residents with Harriet Island/Lilydale Regional Trail, which then connects to the larger Sam Morgan Regional Trail and Bruce Vento Regional Trail. The trail will also provide a link to the Smith Avenue Bridge which crosses the river into downtown Saint Paul. See Attachment E.

EVALUATION CRITERIA

All applicants must address each of the following six evaluation criteria that are listed, and in the order that they are presented below. *Failure to provide information on each of the criterion will result in the disqualification of the application.*

40. **Site and Project Quality:**

Cherokee Park is situated above the Mississippi River valley and is bounded by Annapolis Street to the south (City limit) and Ohio Street to the north. The entire park is comprised of 67.3 acres on top of the bluff and 112 acres on and below. The park is predominately passive in character and offers dramatic panoramic views of the river valley and the downtown Saint Paul skyline. Picnicking is the primary recreational activity and this is facilitated by two covered shelters and forty individual picnic tables located throughout the park. Children's play equipment is interspersed within the picnic areas. The park also contains two lookouts, two tennis courts, a basketball court and ball field, a recently built restroom facility and two small parking lots.

At present, there are no pedestrian or bicycle paths within Cherokee Park. City sidewalks are located on both sides of Cherokee Heights Boulevard on approximately one half the length of the parkway from Ohio to Baker Street.

The Cherokee Regional Trail will provide a safe separate off-road trail along the bluffs of Cherokee Park providing a connection between the existing park elements that currently exist within the park. Improvements include providing the addition of one new scenic lookout as well as the installation of trail signs, benches and bicycle racks. Landscaping and site improvements for erosion repair, grading, and pruning of existing bluff vegetation will also occur.

A tunnel under Smith Avenue is proposed as a future trail connection and is not included in this funding request. A temporary on-road crossing will occur at George Street and Smith Avenue until funding can be secured for the approximately 100' tunnel under Smith Avenue.

41. **Accessibility:**

Currently, there is a sidewalk that extends for a portion of Cherokee Regional Park. The sidewalk is accessible to those with disabilities, however, is not continuous and does not provide access to all of Cherokee Regional Park. The proposed Cherokee Regional Trail will be accessible to the general public and meet all ADA requirements. Existing environmental constraints may prevent full ADA accessibility along Ohio Street due to existing steep grades and minimal space between the existing roadway and limestone bluff outcroppings. Efforts will be made wherever possible to provide accessibility to those with disabilities. The trail will serve a broad segment of the general public by providing connections to larger regional trails.

42. **Public Need for and Benefit of Project:**

The existing 1991 master plan for Cherokee Regional Park addresses the need for a regional trail providing pedestrian and bicycle access through and to the park from surrounding neighborhoods. The trail will provide a key element of the overall master plan for Cherokee Regional Park, which is greatly desired by the community. A Design Advisory Group Task Force consisting of neighbors, neighborhood groups and invested parties was formed in 2007.

Through a series of public meetings, a general trail layout was developed.

The requested \$500,000 Parks and Trail Legacy Grant funds will be used for construction implementation of the regional trail.

The project addresses an un-met need by providing improved pedestrian/bicycle access to City park facilities where currently no trails exist. Existing bicycle traffic currently shares the road with vehicles on Cherokee Boulevard. The trail will provide relatively uninterrupted transportation flow across the length of the park. Trails will also increase non-motorized access to park facilities from adjacent neighborhoods and commercial areas.

43. Community Commitment to Trail Use:

There is currently no trail for use within Cherokee Regional Park. There is an existing sidewalk that serves a portion of the park as well as two existing parking lots. The community has stated their desire for providing a regional trail since completion of the master plan in 1991. The proposed trail design and enhancements were developed through a community design process and will meet the requirements of the master plan.

44. Impact on Adjoining Landowners in the Vicinity of the Project:

Cherokee Regional Trail will be constructed on City of Saint Paul Parks and Recreation property. The trail alignment will not impact neighboring landowners as it will be located within the park boundary. The implementation of the regional trail will be an enhancement for landowners as it will provide a safe non-motorized connection throughout the park. The project will also provide enhancements and amenities to the park that highlight the unique river bluff environment, offer dramatic views of downtown Saint Paul and the Mississippi River, and highlight the historical elements of Cherokee Regional Park through interpretive signage and restoration of historical elements located within the park.

A public open house will be held once design documents are completed. This will allow for additional public input on the proposed regional trail and address any potential objections to the project.

45. Attention to the Potential Environmental Impact of the Project and Efforts to Avoid or Mitigate Adverse Effects:

The Cherokee Regional Trail will provide a natural resource enhancement through the introduction of native landscape plantings that will remove existing invasive plant material and enhance views to the river and downtown skyline. This will improve the aesthetic and environmental quality of the landscape.

The project will also include slope stabilization to existing eroded bluff areas. Existing native plant material will be protected as well as existing animal habitats along the bluff. All plant material introduced to the park will be native plants appropriate to the riverbluff ecotype.

The project will provide further protection to the environment and natural habitat by removing existing paved areas (sidewalks, extraneous parking) and non-designated trails and pathways through Cherokee Park and consolidate pedestrian/bicycle traffic onto clearly marked trails.

The project will not adversely affect natural resources or historical features in the areas. The trail project will provide a direct link to diverse natural and historic resources along the bluffs of the Mississippi River. The incorporation of retaining walls will assist in slope stabiliation and reduce soil erosion.

46. Connectivity:

Cherokee Regional Trail will provide connections between adjacent regional neighborhoods and commercial districts on Smith Avenue, George Street and to Harriet Island/Lilydale Regional Park amenities via a connection along Ohio Street. Connections to existing bus routes are also available on the north and central areas of Cherokee Regional Park (routes 67, 71 and 75). All Metro buses are equipped with bicycle carriers.

The project will benefit multiple modes of transportation by providing attractive options for bicycle and pedestrian travel, while potentially reducing the need for vehicular traffic through out the park and surrounding residential neighborhoods. The project will also alleviate residential parking problems by reducing the need for access to the park by automobile.

The Cherokee Regional Trail will extend the length of Cherokee Park. Neighboring residents will use the trail to reach recreational, picnic or play areas within the park. Also, providing a connection directly to Harriet Island Regional Park will allow easy access to events and activies within Harriet Island, which currently requires driving down the bluff. The connection to commerical areas within the neighborhood will allow residents to make small trips by bicycle or foot.

47. Enhanced Opportunities for Commuters:

The Cherokee Regional Trail will provide bike commuters with access to downtown Saint Paul via Smith Avenue and Ohio Street where connections can be made to downtown via Wabasha Street and West 7th. The trail will provide an important connection between the upper bluffs and development along the Mississippi River and downtown Saint Paul. This trail will be an important link for adjacent neighborhoods and will serve more commuters in the future as trail systems expand within the region.

Bicycle commuting will be encouraged by providing a 12' wide, paved off-road trail connection to downtown Saint Paul.

48. Enhanced Safety:

There are currently no facilities provided for pedestrians and bicycles within Cherokee Regional Park. Cyclists are forced to share the road with motor vehicles which includes navigation of sharp turns and steep inclines to reach the top of the bluff from the Mississippi River. An off road trail which provides separate trails for pedestrians and cyclists would eleminate most safety

concerns regarding cyclists and motor vehicles.

The project provides safer transit by moving the bicycle and pedestrian traffic from the street edge to internal park land, thereby reducing street intersection crossings for both trail users and vehicular traffic. The addition of trail signage and bluff railing segments will further enhance user safety.

ATTACHMENT CHECKLIST

Required Attachments (All attachments MUST be 8 ½ by 11 ONLY)	
✓	Attachment A – Required Certifications
✓	Attachment B – Resolution Supporting Application
✓	Attachment C – Letters of Support
✓	Attachment D – Project Location Map (8 ½ X 11 ONLY)
✓	Attachment E – Site Level Map (8 ½ X 11 ONLY)
Additional Attachments (if applicable)	
✓	Attachment F – Transportation Enhancement Award Letter

APPLICATION DUE DATE: Received or postmarked by Wednesday, March 31, 2010.

Send 8 copies of the application with attachments to the following address:

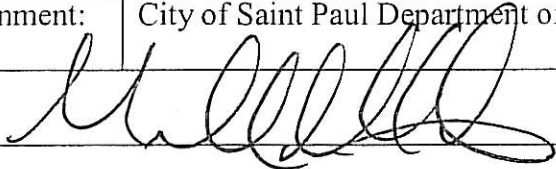
Traci Vibo, Grant Coordinator
Department of Natural Resources
Trails and Waterways Division
500 Lafayette Road, Box 52
St. Paul, MN 55155-4052
Phone: (651) 259-5619

Attachment A

REQUIRED CERTIFICATIONS

For Grant Applicants:

“I hereby certify that all of the information provided in this application is true and accurate to the best of my knowledge. I recognize that in the event of the proposed project being funded, this document will be used as an addendum to the agreement between the sponsoring unit of government and the state to guide project scope and reimbursement. I also acknowledge that all work must be completed by **June 30, 2011**, and no reimbursement will be sought for an in-house labor services and/or to meet existing payroll.”

Name:	Michael Hahm	Title:	Director
Unit of Government:	City of Saint Paul Department of Parks and Recreation		
Signature:			Date: 3-8-10

For Trail and Park Administrators:

“I substantially agree that the proposed trail related project will be mutually beneficial to the local community, as well as to the goals and purposes for which this recreation unit was established. I will cooperate in its provision if the project proposal should be funded.”

Name:		Title:	
Unit of Government:			
Signature:		Date:	

For All Administrators of Public Lands Crossed/Utilized in the Proposed Linkage:

“I preliminarily agree with plans to develop the proposed trail related project on land administered by my agency, and I will cooperate in seeking more formal authorization in the event the project proposal is authorized for reimbursement.”

Name:		Title:	
Unit of Government:			
Signature:		Date:	

**RESOLUTION
CITY OF SAINT PAUL, MINNESOTA**

7

Presented by _____

- 1 WHEREAS, the Minnesota Department of Natural Resources is providing grants to local units of
- 2 government to support parks and trails of regional or statewide significance.
- 3
- 4 WHEREAS, funding for this grant program is from the Parks and Trails Fund created by the Minnesota
- 5 Legislature from the Clean Water, Land and Legacy Amendment passed by the voters in 2008. This
- 6 program is established in Minnesota Statutes 85.535.
- 7
- 8 WHEREAS, the City of Saint Paul Department of Parks and Recreation is seeking approval to submit a
- 9 grant application requesting \$500,000 through this program to provide for trail construction for Cherokee
- 10 Regional Trail.
- 11
- 12 WHEREAS, development of Cherokee Regional Trail will result in the construction of a 1.5 mile regional
- 13 trail connecting the lower bluff area including Harriet Island Regional Park to and through the upper bluff
- 14 area of Cherokee Regional Park, and
- 15
- 16 WHEREAS, the City of Saint Paul Department of Parks and Recreation has secured the twenty-five (25)
- 17 percent match requirements for the Parks and Trails Legacy Grant Program, and has identified the
- 18 matching funds to be provided through the proposed 2010/ 2011 Capital Improvement Budget program.
- 19
- 20 NOW, THEREFORE, BE IT RESOLVED, if the City of Saint Paul is awarded the grant by the Minnesota
- 21 Department of Natural Resources, the City of Saint Paul agrees to accept the grant award, and may enter
- 22 into an agreement with the State of Minnesota for the above referenced project. The City of Saint Paul will
- 23 comply with all applicable laws, environmental requirements and regulations as stated in the grant
- 24 agreement, and
- 25
- 26 BE IT FURTHER RESOLVED, the City of Saint Paul hereby assures the Cherokee Regional Trail will be
- 27 maintained for a period of no less than 20 years.
- 28

29 NOW, THEREFORE BE IT RESOLVED that the Director of Parks and Recreation
 30 is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the
 31 applicant.

	Yeas	Nays	Absent
Bostrom	✓		
Carter	✓		
Harris	✓		
Helgen	✓		
Lantry	✓		
Stark	✓		
Thune	✓		
	7	0	0

Requested by Department of:

Parks and Recreation, Michael Hahn

By: 

Approved by the Office of Financial Services

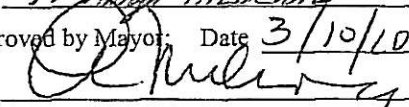
By: 

Adopted by Council: Date 3/31/2010

Adoption Certified by Council Secretary

By: 

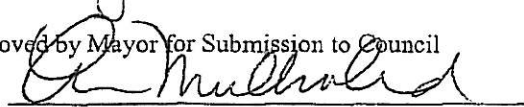
Approved by Mayor: Date 3/10/10

By: 

Approved by City Attorney

By: 

Approved by Mayor for Submission to Council

By: 

Attachment C: Letters of Support

Saint Paul Riverfront Corporation

Bicycle Advisory Board

West Side Bluff Task Force

SAINT PAUL RIVERFRONT CORPORATION

July 18, 2007

BOARD

NINA ARCHABAL
JAMES BRADSHAW
WILSON BRADSHAW
TONI CARTER
PAUL CASSIDY
ALEX CIRILLO
CHRIS COLEMAN
CAREN DEWAR
JULIO FESSER
THOMAS FISHER
KYLE HANSEN
DENISE HARRIS
PATRICK HARRIS
ALICE HAUSMAN
ANNE HUNT
JOHN KONECK
KATHY LANTRY
CYNTHIA LESHIER
BRUCE LILLY
TIMOTHY MAHONEY
HARRY MELANDER
JAMIER MORILLO-ALICEA
PHILIP ORDWAY
RAFAEL ORTEGA
SANDRA PAPPAS
JOHN REGAL
KENNETH SPENCE III
VIRGINIA STRINGER
PAUL VERRET
CYNTHIA WHITEFORD
CHARLES ZELLE

EXECUTIVE COMMITTEE

JAMES BRADSHAW
ALEX CIRILLO
CHRIS COLEMAN
THOMAS FISHER
VIRGINIA STRINGER, CHAIR
PAUL VERRET, VICE CHAIR
CYNTHIA WHITEFORD, TREASURER
CHARLES ZELLE, SECRETARY

EXECUTIVE DIRECTOR

PATRICK SEEB

Bob Bierscheid
Director, Division of Parks and Recreation
City of Saint Paul
300 City Hall Annex
25 West 4th Street
Saint Paul, MN 55102

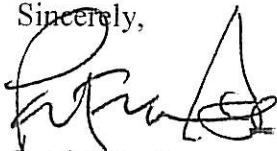
Dear Mr. Bierscheid:

The Saint Paul Riverfront Corporation is happy to be collaborating with Saint Paul Parks and Recreation, other city departments, and public and private sector partners to develop a comprehensive Great River Park plan for Saint Paul's 3,500 acres of river parks, neighborhood economic development opportunities and neighborhood-river connection opportunities. Saint Paul's river park and trail renaissance has been remarkable. Every improvement to our park system enhances usage and encourages additional investment in the downtown and adjacent neighborhoods.

Although the Great River Park planning work has just begun, it is obvious that your SAFETEA-LU request for funds to develop the Cherokee Regional Trail is integral to the regional perspective emerging from the work. The new trail will be an integral linkage for bike commuters and recreational users alike. Creating new connections, like the Cherokee Regional Trail, is a key goal of the Riverfront Corporation and many of our local and regional partners.

I support your efforts for the Cherokee Regional Trail Project and the ongoing efforts to develop Saint Paul's river park and trail system as part of a comprehensive Great River Park of national significance.

Sincerely,



Patrick Seeb
Executive Director

SAINT PAUL
bicycle advisory board

300 City Hall Annex, 25 W. Fourth St., St. Paul, MN - ph. 651-266-6400

7/25/2005

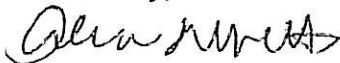
Bob Bierscheid, Director
Division of Parks and Recreation
300 CHA
25 West Fourth Street
Saint Paul, MN 55102

Dear Mr. Bierscheid:

The Saint Paul Bicycle Advisory Board wholeheartedly endorses the City of Saint Paul's TEA-21 proposal for building a trail system in Cherokee Regional Park.

Walking and biking are two of the most popular recreational activities in Minnesota, and building a trail system in Cherokee Regional Park will be a valued addition for the community in and around the park as well as for all Saint Paul citizens. Building this trail system will provide greater opportunity for biking and walking. Cherokee Regional Park is one of the most beautiful parks areas in Saint Paul with breathtaking vistas on the Mississippi river bluffs. The benefits of building this trail system will be felt throughout the metropolitan area.

Sincerely,



Alice Tibbetts, Chair
Saint Paul Bicycle Advisory Board

West Side Bluff Task Force

February 25, 2008

Bob Bierscheid
Director, Division of Parks and Recreation
City of Saint Paul
300 City Hall Annex
25 West 4th Street
Saint Paul, MN 55102

RE: Cherokee Regional Trail

Dear Mr. Bierscheid:

Saint Paul Parks and Recreation is submitting a grant request of \$150,000.00 for Phase 1 trail construction within Cherokee Regional Park. The West Side Bluff Task Force has been involved in the preliminary planning process and fully supports this request.

- The West Side Bluff Task Force was formed in 1999 of local citizens who recognize the need to develop a long term management plan for the river bluffs. Access and appearance of the bluffs are identified in the West Side Bluff Management Action Plan as goals to improve vertical and horizontal connections as well as provide a designated trail for year round use.

This grant request will provide an amenity to Cherokee Regional Park that improves access along the river bluffs and makes bluff restoration improvements in an environmentally sensitive manner allowing all residents to experience the unique bluff environment.

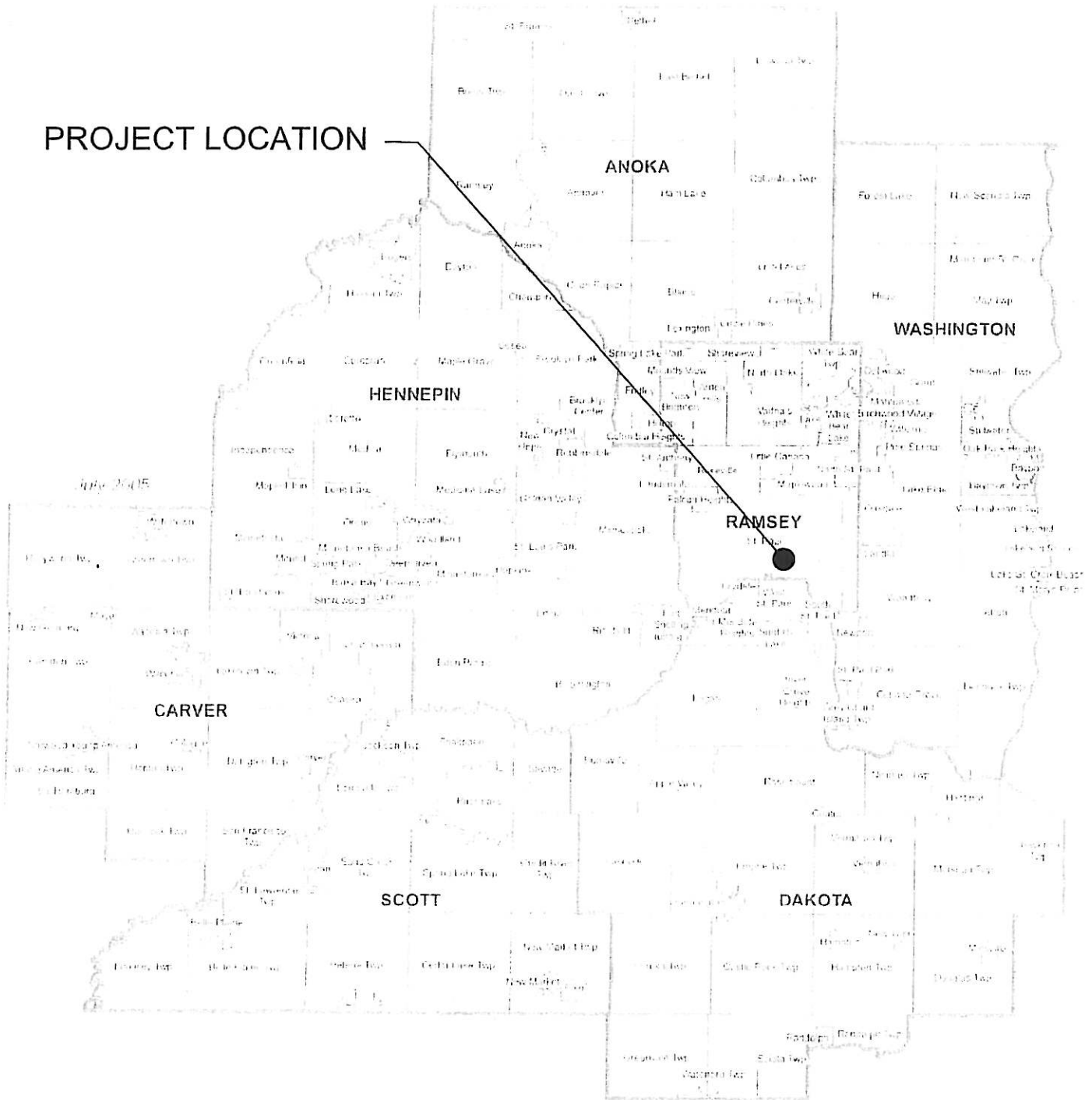
The West Side Bluff Task Force fully supports your efforts in Phase 1 of development of a regional trail in Cherokee Regional Park.

Sincerely,



Susan Barker, Chair
West Side Bluff Task Force

PROJECT LOCATION

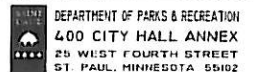


PROJECT LOCATION MAP

CHEROKEE REGIONAL TRAIL

PARKS AND TRAILS LEGACY GRANT PROPOSAL 2010

ATTACHMENT D



EXISTING SAM MORGAN REGIONAL TRAIL

EXISTING HARRIET ISLAND REGIONAL TRAIL

BEGIN TRAIL AT OHIO STREET



PROPOSED OFF ROAD , PAVED TRAIL

FUTURE TUNNEL UNDER SMITH AVENUE FOR CONTINUOUS OFF ROAD TRAIL. (TUNNEL NOT INCLUDE IN PROJECT SCOPE FOR GRANT REQUEST)

TEMPORARY ON-ROAD TRAIL CONNECTION ACROSS SMITH AVENUE. (ON-ROAD CONNECTION WILL BE REMOVED ONCE TUNNEL CONSTRUCTION OCCURS UNDER SMITH AVENUE.)

PROPOSED OFF ROAD , PAVED TRAIL

EXISTING LILYDALE REGIONAL TRAIL

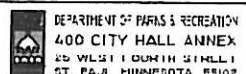
END TRAIL AT ANNAPOLIS STREET

SITE LEVEL MAP

ATTACHMENT E

CHEROKEE REGIONAL TRAIL

PARKS AND TRAILS LEGACY GRANT PROPOSAL 2010



ATP: M
Fiscal Year: 2011

STIP for FY 2010-2013

Seq #	Route System	Project Number	Agency	Description	Miles	Program	Type of Work	Proposed Funds						
								Total	FHWA	AC	FTA	TH	Other	
1728	CSAH 21	70-621-24AC	SCOTT COUNTY	SCOTT CSAH 42, PRIOR LAKE TO SCOTT CSAH 16, SHAKOPEE-GRADING, DRAINAGE, BRIDGE, ETC/AC PAYBACK, 1 OF 1)	1.5	MC	GRADE SURFACE & BRIDGE	1,515,084	1,515,084	0	0	0	0	0
1729	PEDBIKE	82-090-02	WASHINGTON COUNTY	OVER WASHINGTON CO RD 8311TH AVE SW, FOREST LAKE-CONSTRUCT MULTIMODAL BR FOR HARDWOOD CREEK REG TRAIL, ETC	0.2	EN	PEDESTRIAN BIKE TRAIL	926,500	741,200	0	0	0	0	165,300
1730	TH 36	82-595-03	WASHINGTON COUNTY	LAKE ELMO AVE (WASHINGTON CSAH 17), LAKE ELMO-CONSTRUCT OVERPASS, N & S FRONTAGE ROADS, ETC	0.0	MC	GRADE SURFACE & BRIDGE	4,239,340	3,391,472	0	0	0	0	847,868
1731	CSAH 2	82-602-15	WASHINGTON COUNTY	W. BDWY/WASHINGTON CSAH 2), 19TH ST SW TO 12TH ST SW INCLUDING I-35 INTERCHANGE, FOREST LAKE-RECONSTRUCTION, ACCESS IMPROVEMENTS, RAISED MEDIAN, ETC	0.7	RC	GRADE SURFACE & BRIDGE	10,710,000	5,775,000	0	0	0	0	4,935,000
1732	CSAH 2	82-602-19	WASHINGTON COUNTY	12TH SW TO TH 61, FOREST LAKE-RECONSTRUCT TO DIVIDED SECTION, TRAIL, ETC	0.7	RC	GRADE AND SURFACE	4,469,000	3,575,200	0	0	0	0	893,800
1733	CSAH 22	82-622-08	WASHINGTON COUNTY	WASHINGTON CSAH 22 & HARDWOOD AVE, COTTAGE GROVE-INSTALL TRAFFIC SIGNAL & LEFT TURN LANES	0.0	SH	SPOT IMPROVEMENT	479,600	431,640	0	0	0	0	47,960
1734	PEDBIKE	91-090-49	THREE RIVERS PARK DISTRICT	BELTUNE BLVD, ST LOUIS PARK-CONSTRUCT BRIDGE ON HOPKINS TO MIDTOWN GREENWAY REGIONAL LRT TRAIL	0.0	EN	PEDESTRIAN BIKE BRIDGE	1,284,000	1,027,200	0	0	0	0	256,800
1735	PEDBIKE	91-090-55	SAINT PAUL	SAMUEL H MORGAN REGIONAL TRAIL, TH 5 TO I-35, ST PAUL-UPGRADE & ENHANCE CURRENT FACILITY, ETC	1.7	EN	PEDESTRIAN BIKE TRAIL	1,041,200	830,667	0	0	0	0	210,533
1735	PEDBIKE	91-090-56ES	SAINT PAUL	SESENSSAMUEL H MORGAN REGIONAL TRAIL, TH 5 TO I-35, ST PAUL-UPGRADE & ENHANCE CURRENT FACILITY, ETC(ARRA ENS)	1.7	EN	PEDESTRIAN BIKE TRAIL	448,800	448,800	0	0	0	0	0
1736	PEDBIKE	91-090-56	SAINT PAUL PARKS & REC	CHEKONEE REGIONAL PARK-CONSTRUCT PEDBIKE TRAIL, OVERLOOKS, ETC ALONG S BLUFF OF MISS RIVER	1.3	EN	PEDESTRIAN BIKE TRAIL	1,880,250	1,090,000	0	0	0	0	790,250
1737	PEDBIKE	91-090-59	DAKOTA COUNTY	MISS RIVER REG TR, 117TH ST TO SPRING LK REG PARK, ROSEMOUNT-CONSTRUCT PEDBIKE TRAIL, ETC	3.7	EN	PEDESTRIAN BIKE TRAIL	1,592,763	1,090,000	0	0	0	0	502,763
1738	PEDBIKE	91-090-60	RAMSEY COUNTY PARKS	ALONG LOWER AFTON RD, MCKNIGHT RD TO PT DOUGLAS RD, ST PAUL-CONSTRUCT PAVED PEDBIKE TRAIL	1.0	EN	PEDESTRIAN BIKE TRAIL	981,000	784,800	0	0	0	0	196,200
1739	CMAQ	103-080-02	ANOKA	CONSTRUCT - 400- STALL STRUCTURED PARKING FACILITY ADJACENT TO PROPOSED NORTHSTAR COMMUTER RAIL STATION	0.0	TR	BUS GRANT CAPITAL IMPROVEMENT	11,000,000	5,885,000	0	0	0	0	5,115,000
1740	PEDBIKE	107/090-05	BLOOMINGTON	LONG MEADOW LAKE, BLOOMINGTON-REPLACE BR 3145 ON OLD CEDAR AVE WITH A PEDBIKE BOARDWALK	0.0	EN	PEDBIKE IMPROVEMENT	3,210,000	1,070,000	0	0	0	0	2,140,000





CITY OF SAINT PAUL
 Mayor Christopher B. Coleman



400 City Hall Annex
 25 West Fourth Street
 Saint Paul, Minnesota 55102
 www.ci.stpaul.mn.us/depts/parks

Telephone: 651-266-6400
 Facsimile: 651-292-7405
 TTY: 651-266-6378

March 12, 2010

LETTER OF TRANSMITTAL



To: Traci Vibo, Grant Coordinator
 Department of Natural Resources
 Trails and Waterways Division
 500 Lafayette Road, Box 52
 St. Paul, MN 55155-4052

Fr: Alice Messer
 City of Saint Paul Parks and Recreation
 25 West 4th Street, 400 City Hall Annex
 St. Paul MN 55102

Re: 2010 Parks and Trails Legacy Grant Application – Cherokee Regional Trail

With this letter, for your use/reference in the project we transmit the following:

- Shop Drawings
 Prints
 Plans
 Samples
 Specifications
 Copy of Letter
 Spreadsheet

Item	Copies	Description	Type
<u>1</u>	<u>8</u>	<u>Parks and Trails Legacy Grant Application 2010 – Cherokee Regional Trail</u>	

- For your Approval
 Approved as Submitted
 Re-Submit () copies for approval.
 For your Use
 Approved as Noted
 Submit () copies for Distribution
 As Requested
 Approved as Noted
 Return () Corrected Prints
 For Review and Comment

Traci –
 Please find 8 copies of the Parks and Trails Legacy Grant submittal attached for Cherokee Regional Trail.

Alice Messer
 Alice Messer
 651-266-6412



CITY OF SAINT PAUL

Mayor Christopher B. Coleman



400 City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102
www.ci.stpaul.mn.us/depts/parks

Telephone: 651-266-6400
Facsimile: 651-292-7405
TTY: 651-266-6378

March 31, 2010

Traci Vibo
Grant Coordinator
Department of Natural Resources
Trails and Waterways Division
500 Lafayette Road, Box 52
Saint Paul, MN 55155-4025

SUBJECT: 2010 Parks and Trails Legacy Grant
Cherokee Regional Trail

Dear Ms. Vibo:

The City of Saint Paul, Department of Parks and Recreation is pleased to submit Cherokee Regional Trail as part of the Parks and Trails Legacy Grant Program.

The City of Saint Paul, Division of Parks and Recreation will have jurisdiction over the Cherokee Regional Trail and agrees to provide or contract for maintenance for its useful life.

In addition, the City of Saint Paul will guarantee the \$125,000.00 local share for the project. The source of these funds will be local Capital Improvement Bonds. However, the City of Saint Paul may also seek funds through other programs to reduce the City's local obligation.

Sincerely,

Michael Hahm

Director, Department of Parks and Recreation

Cherokee Regional Trail



Submitted To:
Traci Vibo, Grant Coordinator
Department of Natural Resources
Trails and Waterways Division
500 Lafayette Road, Box 52
Saint Paul, Minnesota 55155-4052

Submitted By:
City of Saint Paul
Department of Parks and Recreation
400 City Hall Annex, 25 W. 4th St.
Saint Paul, MN 55102

March 31, 2010