

**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. 4th Street, 900 City Hall Annex
Saint Paul, MN 55102
Contact: Cheng Xiong – Project Manager

RECITALS

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

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; 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 **\$196,235.40**.

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. 4th 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

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. 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
State Funds:		Items Paid for with SRTS General Fund Grant Funds:	
2023 SRTS General Fund Grant, SAAS Acct 412	\$196,235.40	SAP 164-591-007 Construction of sidewalks, curb extensions, and median	\$196,235.40
Other:			
2023 SRTS General Fund Grant, SAAS Acct 412	\$447,823.20	SAP 164-591-006 Construction of sidewalks, curb extensions, and median	\$447,823.20
SAP 164-591-006 (under agreement 1060104)			
	\$		\$
	\$		\$
Subtotal	\$644,058.60	Subtotal	\$644,058.60
Public Entity Funds:		Items paid for with Non-SRTS General Fund Grant Funds:	
Matching Funds		SAP 164-591-007 Construction of sidewalks, curb extensions, and median	\$104,355.30
Local Match	\$110,945.30	SAP 164-591-006 Construction of sidewalks, curb extensions, and median	\$6,590.00
Other:			
	\$		
	\$		
Subtotal	\$110,945.30	Subtotal	\$110,945.30
TOTAL FUNDS	\$755,003.90	TOTAL PROJECT COSTS	\$755,003.90

EXHIBIT B
GRANT APPLICATION

Form Name:	2023 Minnesota Safe Routes to School (SRTS) Program: Infrastructure Solicitation Application
Submission Time:	February 1, 2024 1:09 pm
Browser:	Chrome 121.0.0.0 / Windows
IP Address:	65.128.112.148
Unique ID:	1190197943
Location:	44.9427, -93.2871

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	217000
Local City Funds	48000
Total project cost	265000
Are funds from all sources committed?	Yes

D. Brief Project Description

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.

Construct sidewalk and pedestrian crossing improvements near Como High School in the City of Saint Paul.

E. Project Location

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?

No

Beginning Point - Latitude

44.976494

Beginning Point - Longitude

-93.132767

F. Funding Sources

Has this project been selected for federal funding?

No

G. Eligibility Check

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

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

<p>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.</p>	<p>Not applicable (the proposed project does not have trunk highway impacts)</p>
<p>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.</p>	<p>Yes</p>
<p>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.</p>	<p>Yes</p>

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 Como Park Senior High School

School 1: School Location 740 Rose Ave W Saint Paul, MN

School 1: Grades Available 9-12

School 1: Number of Students Enrolled 1074

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:

Pedestrians walk along the grass or ditch.
People walk or bike within a vehicle travel lane or roadway

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

<p>Check any that are present in the project area:</p>	<p>High vehicle speeds High levels of traffic Low stop or yield compliance for pedestrians or cyclists Low visibility of pedestrians or cyclists / Drivers unable to see pedestrians or cyclists</p>
<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>For 560 ft along Rose Ave between Como HS and E Como Blvd, there is no sidewalk on either side of Rose, forcing students to walk in the street. Because Rose is a main access to and from campus, people and cars often share the space, which is relatively narrow and without a shoulder space. Once students reach E Como Blvd and need to cross the street at Rose to reach the comfortable trail network along Como Lake, they are faced with an uncomfortable crossing of E Como Blvd. The crossing is wide, and visibility is poor to the south because of the horizontal curve of E Como Blvd. The street carries higher volumes of traffic, often traveling at higher speeds especially at arrival and dismissal time. A crash involving a driver and some one rolling occurred at this location in October 2023.</p>
<p>Does the school(s) or school district have a no walking and/or bicycling to school policy?</p>	<p>No</p>
<p>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.</p>	<p>No</p>
<p>Does the school(s) district have plans to relocate or repurpose the school facilities within the next 10 years?</p>	<p>No</p>
<p>Does the school(s) or school district promote any activities or policies to encourage students walking and bicycling?</p>	<p>Yes</p>
<p>Please describe these activities or policies.</p>	<p>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."</p>

What percentage of students walk or bike to school?	7.5% (numbers from winter 2022)
What percentage of students take the bus to school?	23% (numbers from 2022, when Metro Transit provided busing)

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	New sidewalks ADA ramps

<p>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.</p>	<p>This application proposes the following:</p> <ul style="list-style-type: none"> - Construct sidewalk on north side of Rose Ave between the existing sidewalk on SPPS ROW to the intersection of Rose Ave and E Como Blvd. Construct ADA compliant ramps where needed along sidewalk and at intersection of E Como Blvd. The City of Saint Paul has coordinated with SPPS on this particular scope item. SPPS is supportive of sidewalk construction on SPPS ROW. See attached letter of support. - Construct crossing improvements at Rose Ave W and E Como Blvd. This includes a bumpout into E Como on the SE corner, a median crossing island, and receiving ADA compliant ramps on the west side of E Como Blvd. Associated signage will be installed on the median and bumpout. Crosswalk markings will also be considered in accordance with the Saint Paul Crosswalk Marking Policy. <p>Please see attached concept drawing.</p>
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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.

Constructing a sidewalk on the north side of Rose would provide a space for students to walk that does not currently exist on either side of Rose. Currently, students walk in the street. The sidewalk would be separated from drivers by a curb and some horizontal buffer where feasible. Because of the railroad tracks to the south of campus, Rose is one of two connections to Como High School. The other is Grotto, which has sidewalks on both sides.

The crossing improvements at Rose and E Como Blvd would extend the benefit of the sidewalk proposed on Rose. The bumpout and median would allow students to more comfortably cross E Como Blvd and travel to and from Como High School.

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.

By providing a sidewalk where there currently is none, people walking and people driving are given separate space, greatly reducing conflicts and improving safety and comfort for students walking to and from Como High School. At the crossing of E Como Blvd at Rose, a bumpout into E Como on the southeast corner will improve safety by improving visibility of people waiting to cross. E Como curves to the south and as a driver, often it is difficult to see people waiting to cross at Rose. A bumpout into the parking lane will improve this visibility by giving people walking a safe space to wait closer to the center of E Como. Once drivers are able to see people waiting to cross, yielding will likely increase. The median planned to be constructed in the existing gored space will narrow the crossing (along with the bumpout), encouraging slower driver speeds through the crossing. The median will also give people walking a two stage crossing where they can pause after crossing one lane, then proceed across the second. The receiving ADA compliant ramps on the west side will give people more comfortable access to the existing trail in Como Regional Park.

III. Community Engagement & Transportation Policies

M. Plans, Policies, & Studies

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?

2023

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?	Yes - please attach to application
Please provide the page number(s) on which the project is identified	18, 20
Explain how the proposed improvements in this project were identified, planned, and prioritized. This includes any community engagement or public outreach activities.	In 2022, Saint Paul Public Schools was awarded a MnDOT planning assistance grant to create a plan for Como HS and Como ES. Throughout that planning process, SPPS and a consultant team engaged students and families, school and district staff, Saint Paul Public Works and Parks and Recreation staff, and County public health and public works staff. The goal of the engagement was to understand the challenges students face to walking and biking to school. Knowing access to Como HS is limited to only Grotto and Rose, the improvements in this application were identified as the highest priorities for improvement in the SRTS Plan. An email is attached to this application that came from the property owner on the northeast corner of Rose and E Como Blvd in support of the improvements.
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
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EQUITY - Please describe events, policies and programs serving this strategy.

Equity - 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. Lastly, SPPS and the City of St. Paul work 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. Using this data and related criteria, SPPS and St. Paul Public Works staff identified both Como Park schools as priorities for planning assistance and infrastructure, leading to this application.

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

SPPS continues to use the evaluation tools advocated by SRTS, the Student Hand Tallies and Parent Surveys, and we will support use of these evaluation tools during and after the Safe Routes plan was developed. Both schools have collected data in the past. Public Works and SPPS are always evaluating their built infrastructure and programs, respectively.

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

Engagement has always been a key part of SPPS's Safe Routes programming, including conducting parent surveys, attending/tabling at school events, participating in PTO and PTA meetings, and more. During a 2020 MnDOT-funded Safe Routes planning process for the West Side schools, we worked with students and teachers at OWL on an innovative engagement process. Students in 7th grade math classes created a student survey about Safe Routes, collected data from their fellow students, and analyzed it. Then, in their English classes, they summarized the data and created presentations about what they learned and what recommendations they have. City partners at SPPD has been key in Stop For Me traffic safety and educational campaigns, also working with U of M researchers on effectiveness of enforcement campaigns. SPPD also participates on walk and bike events with their Bike Cops for Kids mobile truck that hands out waters and freezies for students who participate. They also act as traffic control during larger group rides, especially across busy intersections.

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

Education - 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. Both Como Park Elementary and Senior High are interested in incorporating bike education into PE. Como Park Senior High School's Outdoor Club used the District's bike fleet in the past and will use it again.

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. Como HS is interested in exploring Walk/Bike to School events. Como Park Elementary School currently has no bike parking and would like to add some.

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

SPPS and City of Saint Paul work together to apply for funding and install infrastructure improvements to address needs identified through the SRTS plan development process. Examples include installation of an RRFB pedestrian-crossing signal on Concordia near the Rondo Complex, sidewalk infill around the Expo, Phalen Lake, and Washington Tech campuses, curb extensions and bike lanes near Bruce Vento Elementary and John A. Johnson, and bumpouts near Maxfield Elementary. City of Saint Paul has also recently increased our temporary installations, prioritizing schools (Como, Central, Bruce Vento). The City has received federal funding for sidewalk infill near Crossroads Elementary. Public Works organizes monthly School Traffic Safety meetings, so SPPS and the City of Saint Paul can discuss concerns and issues near schools that come up from the community. These meetings have led to increased communication with schools and have helped to identify school crossings appropriate for a rotating in-street pedestrian crossing signs (R16-a). Public Works Street Operations manage the signs and rotate them to new locations after a period of time. Through these meetings, staff have discussed the challenges that Como Park Senior High faces at arrival and dismissal, and St. Paul Public Works staff have observed both to make suggestions for improvement.

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.

Como High School was selected for planning assistance and this infrastructure grant based largely on SPPS and Public Works use of equity (STEPP) scores, and prioritizing those that have received few improvements. Making walking improvements centers the needs of people who do not have access to a car or carpool and instead rely on walking and walking to and from nearby Metro Transit bus stops. It is rare to find a school in Saint Paul with this kind of sidewalk gap - along a street that provides main access to campus. This is considered a very high priority for the City and Public Works, but it has been difficult to find funding for sidewalks unless it is part of a larger reconstruction. The sidewalk and crossing improvements also provide more comfortable access to Como Regional Park. Many students don't have access to a park of this quality near their homes. Improving Rose and the crossing of E Como Blvd can help integrate access to nature into students' days before, after, and during the school day.

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

In addition to providing safe and comfortable walking experiences and connections to Como Regional Park for students, medium to high density senior rental housing is located just 500 feet to the south of this crossing on E Como Blvd. An improved crossing at Rose would provide much improved access to Como Regional Park for seniors in the area. A two stage crossing provided by the median would allow seniors (and others) with limited mobility to cross E Como Blvd more comfortably. MnDOT's Active Transportation Equity application assigns the areas surrounding Como High a score of 9 and a STEPP score to Como High School of 85. Compared to most areas in the state, people in the neighborhood using this crossing and sidewalk are more likely to not own a car, be non white, be of lower income, and less likely to speak english. The improvements proposed as part of this application will benefit these people who live in the neighborhood.

P. Safe Routes to School Equity Score

V. Attachments

Approved submitting Agency resolution of support (PDF)	https://www.formstack.com/admin/download/file/15861710757
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Approved resolution(s) of support from other non-Tribal agencies (except MnDOT) impacted by project (if applicable) (PDF)	https://www.formstack.com/admin/download/file/15861710758
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For non-school/school district applicants: Submitting agency subdivision certification, regulations, or ordinances. (PDF)

<https://www.formstack.com/admin/download/file/15861710759>

Engineering or planning-based cost estimate with itemized breakdown (Excel)

<https://www.formstack.com/admin/download/file/15861710760>

Timeline of project indicating major milestones and their anticipated completion dates (PDF)

<https://www.formstack.com/admin/download/file/15861710761>

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

<https://www.formstack.com/admin/download/file/15861710762>

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)

<https://www.formstack.com/admin/download/file/15861710763>

Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.

<https://www.formstack.com/admin/download/file/15861710764>

Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.

<https://www.formstack.com/admin/download/file/15861710765>

Upload additional supporting document here. Please merge multiple similar documents together (say three letters of support) or if additional upload slots are required.

<https://www.formstack.com/admin/download/file/15861710766>

VI. Conflict of Interest Disclosure

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:

Determined that no potential organization conflict of interest exists

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION
Active Transportation Program Grant Agreement
Grant Terms and Conditions
SAP 164-591-007
Date

WHEREAS, the City of St. Paul has applied to the Commissioner of Transportation for a grant from the Active Transportation Account; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be **\$196,235.40** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of St. Paul does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Signatures