

**STATE OF MINNESOTA
ACTIVE TRANSPORTATION PROGRAM
GRANT AGREEMENT**

This Grant Agreement (the “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 St. Paul
15 Kellogg Blvd West
Saint Paul, MN 55102

Contact: Jack Connelly

RECITALS

1. Minn. Stat. § 174.38 authorizes State to enter into this Agreement.
2. General Funds were appropriated for the Active Transportation Program in Minnesota Laws 2023, Chapter 68- H.F. 2887, and in Minnesota Laws 2025, 1st Special Session, Chapter 8- H.F. 14.
3. Grantee has been awarded Active Transportation (AT) Program funds under Minn. Stat. § 174.38.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State. Pursuant to [Minn. Stat. § 16B.98](#), Subd. 1, Grantee agrees that administrative costs must be necessary and reasonable 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 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 State’s Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This Agreement will expire on **December 31, 2029**, 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. Collectively, activities set forth in the grant project application and/or the enabling session law will be referred to as the “Project”. See 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, 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 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.** 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. § 174.38. 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 State for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$262,339.40**.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this Agreement. State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and 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 Minn. Stat. § 16A.124. State will make undisputed payments no later than thirty (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 (10) days of discovering the error. After State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.

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

4.2.4.1 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 (7) 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.** Grantee must promptly return to State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to State.

4.2.6 **Closeout.** 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, Subd. 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 State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Grantee will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 State's Authorized Representative is:

Marc Briese,
Programs Manager,
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, State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Jack Connelly
Civil Engineer II
City of Saint Paul Public Works
25 West 4th Street, 900 City Hall Annex
Saint Paul, MN 55102
P: 651-266-5417
jack.connelly@ci.stpaul.mn.us

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

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

- 7.1 **Assignment.** Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of 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 State fails to enforce any provision of this Agreement, that failure does not waive the provision or State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This Agreement contains all negotiations and agreements between 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, 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. § 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 Agreement or transaction, are subject to examination by State and/or the State Auditor or Legislative Auditor, the Attorney General, as appropriate, for a minimum of six (6) 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**

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

11 **Workers' Compensation**

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. 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 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.** State may terminate this Agreement with or without cause, upon thirty (30) days' written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. If funding is canceled, withdrawn, or terminated, State may suspend its performance until funding is restored. Suspension of performance does not release State from its obligations under the agreement.

13.2 **Termination for Cause.** State may immediately terminate this grant Agreement if 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. 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.** 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 Grantee. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. 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. State will provide the Grantee notice of the lack of funding within a reasonable time of State's receiving that notice.

13.4 **Suspension.** 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 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 Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

15 **Fund Use Prohibited.** 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 Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee's contract award on this Project.

16 **Discrimination Prohibited by Minnesota Statutes § 181.59.** Grantee will comply with the provisions of Minn. Stat. § 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, State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. 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 Minn. Stat. 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. 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. Grantee shall not, without the written consent of 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 Grantee fails to maintain the Real Property in accordance with this Section, State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and Grantee irrevocably authorizes 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 State shall be at its sole discretion, and nothing contained herein shall require State to take any action or incur any expense and State shall not be responsible, or liable to 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 State pursuant to this Section shall be due and payable on demand by State and will bear interest from the date of payment by 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.

18.6 Grant Administrator and Organizational Leadership Contact Information. Pursuant to [Minn. Stat. § 16B.98](#), Subd. 5(d), if grantee has a website, the names and contact information for the grant administrator(s) and organization’s leadership must be clearly published.

[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

Date: _____

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 AT General Fund Grant Funds:	
2023 AT Funds Grant (SAAS Acct 416)	\$262,339.40	Construction of an off-street multi-use trail and improvements	\$262,339.40
Other:			
Subtotal	\$262,339.40	Subtotal	\$262,339.40
Public Entity Funds:		Items paid for with Non-AT General Fund Grant Funds:	
Matching Funds		Construction of an off-street multi-use trail and improvements	\$16,463.35
Local Match	\$16,463.35		
Other:			
Subtotal	\$16,463.35	Subtotal	\$16,463.35
TOTAL FUNDS	\$278,802.75	TOTAL PROJECT COSTS	\$278,802.75

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

Form Name: Minnesota State Active Transportation Program: Infrastructure Solicitation Application
Submission Time: December 29, 2022 10:10 am
Browser: Chrome 108.0.0.0 / Windows
IP Address: 156.99.75.2
Unique ID: 1051817044
Location: 44.971, -93.0498

Minnesota State Active Transportation Program: Infrastructure Solicitation Application

I. Project Information (i)

A. Applicant Information

Name	Joseph Widing
Email	joseph.widing@ci.stpaul.mn.us
Phone	(651) 266-5996
Agency name	Saint Paul Public Works
Agency type	State Aid City (Population >5,000)
Address	27 W 4th St. Saint Paul, MN 55102
County	Ramsey
MnDOT district	Metro District

B. Lead Agency Sponsor Information

C. Project Funding

Active Transportation Program Request	385000
Federal funding amount	0
State funding amount (other than Active Transportation)	0
Local city/town/county funding amount	135000
Local city/town/county funding source	Local General Funds
Other funding amount	0
Total Project Funding	520000

D. Brief Project Description

Enter a brief description or title of your project. Example: "Shared use path along CSAH 12 and curb extensions at intersection of CSAH 12 and Main St"

The project is a 10-foot multiuse off-street trail along E Lafayette Frontage Road (MSAS 296) that will run approximately 550 feet to connect the Lafayette Bridge trail to the Robert Piram Regional Trail at Plato Blvd., this will include moving curb lines and trail crossing improvements.

E. Project Location

List all public agencies that are a part of this project. An agency should be listed if it is partnering on this project or if this project will be constructed at any point within its city/township/county limits.

Saint Paul

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

Latitude

44.940359

Longitude

-93.075010

F. Type of Work

Select the type of work on which the requested funds would be used

Construction of non-federally funded project

G. Eligibility Check

The applicant must have a full resolution (not just a letter of support) from their council or governing board supporting the project and application for Active Transportation grant funds. The applicant understands this eligibility requirement and has attached to this application the resolution of support from their council or governing board.

Yes

If a lead agency sponsor is required, the applicant must have a full resolution (not just a letter of support) from the sponsoring agency's council supporting the project and agreeing to act as the project sponsor. The applicant understands this eligibility requirement and has attached to this application the resolution of support from their lead agency sponsor.

If the proposed project will impact public property or right-of-way or any public agency other than the applicant or lead agency sponsor, a resolution of support from that impacted public agency must be attached to the application. The applicant understands this requirement and has attached any other applicable resolutions of support.

All construction items eligible for Active Transportation funds must have an effective useful life of 10 years. Will all eligible items in this proposed project have at least a 10-year expected life?

Will the proposed project be able to enter construction in either calendar year 2023 or 2024?

Please select the anticipated construction year

Active Transportation 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. All projects that contain trunk highway impacts will be required to enter into a cooperative agreement between MnDOT and the applicant agency or between MnDOT and the lead agency sponsor. The applicant understands this eligibility requirement and has attached a letter of support from the MnDOT district engineer for the impacts to trunk highway right-of-way.

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.

Yes

Active Transportation funds cannot be used to pay public works staff time to construct or install any improvements. Public works 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

Title / Role	Senior Transportation Planner
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Email address	joseph.widing@ci.stpaul.mn.us
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Phone number	651-266-5996
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II. Project Safety & Improvements

I. 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
People cross a roadway at any point other than an intersection or marked crossing

Have safety risks or hazards related to vehicles been identified within the project area that prevent people from safely walking or biking in or near the project area?

Yes

Check any that are present in the project area:

High vehicle speeds
Other: There is a lack of pedestrian facilities at all between the two trails and bicycle facilities only exist in a single direction. Forcing both to navigate a freeway interchange without dedicated facilities.

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. If "other" was selected for either prompt above, describe the specific safety risk or hazard. 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.

Currently, two high quality trail facilities exist which lead to three regional trails north of the Lafayette Bridge and the Piram Regional Trail itself to the south, but do not connect. This leaves a critical gap, which due to the lack of safe facilities suppresses potential usage and poses a safety hazard. The Lafayette Bridge has a multi-use trail on the eastern side of the bridge deck. This trail facility runs to a crossing point at the frontage road and ends, with no further accommodation to Plato Blvd and the Piram Regional Trail. Pedestrians are forced to walk either in the roadway, which also features a freeway on-ramp, or to walk alongside the roadway in private property to Plato Blvd. The street design of the frontage road and on-ramp is very wide and the nature of a freeway on-ramp both encourage fast moving vehicles. Additionally, the nature of this on-ramp facility is designed in a way which implicitly encourages pedestrians to continue forward and make a potential crossing at or very near the on-ramp itself. There are similar safety risks for bicycles through this area. Bicycles currently have a single northbound in-street bike lane which connects the Lafayette Bridge to the Piram Trail in one direction, however there is no further accommodation which would allow for bicyclists to move southbound to the Piram Trail. This forces bicyclists to take a circuitous route around wide industrial streets in order to reach the Piram Trail, or forces bicyclists to move against traffic to reach the Piram Trail. See exhibit 1 for reference photos of the project site.

J. Types of Improvements

List each of the active transportation infrastructure improvements that will be constructed as a part of this project. Include the specific locations of each improvement identified. (Example: New sidewalk on west side of Elm St from 1st Ave to 4th Ave. New RRFB crossing Elm St at 4th Ave.) Include any project maps or design exhibits, which may be uploaded with your application. If the applicant includes exhibits, these exhibits should be referenced in the description. Exhibits added without context in the description may not earn the applicant any additional points.

The project will entail the construction of a separated two-way, 10-foot, multi-use trail along the east side of E Lafayette Frontage Road which will run approximately 550 feet, see exhibit 2 for location context and exhibit 3 for 60% trail design. This trail facility will provide ADA access to the Lafayette Bridge trail and the wider pedestrian network within the West Side of St Paul, and continuous bicycling infrastructure between regional trails south and north of the Mississippi River. The trail will also include a 6-foot boulevard area which will serve as both snow storage and planting area for trees along the trail. Tree species and locations have not been finalized; however, the intention is to plant trees which will provide sufficient canopy during the summer months and sufficient space to store snow off of the trail facilities during the winter.

Another key aspect of this project is the crossing improvements which will be installed at the existing crossing point of E Lafayette Frontage Rd. Currently there is only two parallel bars painted with a single bicycle crossing sign (see image of crossing with exhibit 1) at the crossing point with only the west side of the crossing featuring ADA accessibility. The project will improve this crossing with improved signage, higher visibility block style crossing markings, ADA accessibility and potentially improved lighting. This will greatly improve the safety of the crossing and the usability of the Lafayette Bridge trail.

K. Project Improvements

Destinations: Explain how listed improvements would connect communities or connect destinations within your community. Note that since schools have a dedicated funding source through the Safe Routes to School program, this application is looking for how projects will connect destinations other than schools within the applicant's community. (Example: New sidewalks on Elm Street would allow for safer walking to the library one block to the east)

The proposed project is at an important junction for multiple regional trail facilities and at one of the four river crossings between the two sides of St Paul that straddle the Mississippi River. The project would connect to two employment centers on either end of the Lafayette Bridge, on the west side is mainly light industrial uses including warehouse, light manufacturing and port uses, while on the downtown side of the river is the central business district and state capitol, both major employment centers in the region. Additionally, the project will be the most direct connection to major recreational opportunities including CHS Field, the St Paul Farmers Market, and multiple regional trail facilities - Bruce Vento, Sam Morgan, Indian Mounds and Robert Piram Regional Trails.

Safety Risk Mitigation: Explain how each of the listed improvements in "Section J. Types of Improvements" would mitigate the safety risks and hazards described in "Section I. Safety Concerns." (Example: New RRFB at 4th Ave may improve visibility of pedestrians crossing Elm Street.)

The safety risks present at this location today are apparent. There is no pedestrian accommodation at all present between the Lafayette Bridge trail and Plato Blvd, forcing pedestrians to walk either within the roadway or along private property in order to reach the pedestrian network. This project will construct a multi-use trail which will be useable for pedestrians, giving them a separated and safe facility to walk between the bridge and Plato Blvd. This would mitigate the glaring safety issues for pedestrians connecting between the trail facilities. Proposed crossing improvements will improve the visibility of pedestrians crossing of the roadway by installing appropriate signage to indicate a trail crossing, improving crossing visibility with improved markings and potentially improved lighting. This would mitigate present issues at the current trail crossing.

This project would also mitigate existing safety issues for bicyclists. Currently, only northbound cyclists have demarcated space to make the connection between the Piram Trail and the Lafayette Bridge, southbound cyclists are forced to either make the connection traveling the wrong direction along the frontage road or make a long detour along mixed traffic roads which present major safety risks to cyclists. This project will mitigate safety risks for both directions of travel by providing a dedicated and separated facility from the roadway which will ensure cyclists can make the connection physically separated from motor vehicle traffic and cross the roadway at a marked crossing at a right angle to traffic.

III. Community Engagement & Transportation Policies

L. Plans, Policies, & Studies

1. Does the applicant agency or lead agency sponsor have any pedestrian or bicycle plan?

Yes

If yes, in which year did the local governing agency adopt the plans?

Bicycle Plan - 2015, Pedestrian Plan - 2019

If yes, provide link to the most recent plan

Bicycle Plan - <https://www.stpaul.gov/departments/public-works/transportation-and-transit/bike-saint-paul/saint-paul-bicycle-plan>, Pedestrian Plan - <https://www.stpaul.gov/departments/public-works/transportation-and-transit/walking-saint-paul>

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

Yes

If yes, briefly describe the updates The City's Bicycle Plan received a minor update in 2017 and will receive a full update in 2023 - bike plan update engagement reports will be attached.

3. Are the improvements in this project identified in the listed plan? Yes

If yes, provide the page number(s) on which the project is identified Page 113 Figure 4 and page 115 Figure 6

4. Explain how the proposed improvements in this project were identified, planned, and prioritized. This includes any community engagement or public outreach activities. The proposed project is a related element of the Robert Piram Regional Trail project that took years of engagement and project planning to complete in 2020. The Lafayette Bridge Trail connection is referenced in the Trail Master Plan, which can be found as exhibit 4, however due to scope limitations, the connection between the two trails was not pursued beyond identification and concept drawings. To develop the master plan, the St Paul Parks and Rec Dept. engaged the community extensively over nearly a decade of planning from 2012 through 2019. Public Works has engaged in additional conversations since then, focusing on coordination with MnDOT, contacting the local District Council and City Councilmember, and direct project review and discussions with the adjacent property owner.

5. Has the applicant agency or sponsor adopted a complete streets policy? Yes

If yes, in which year did the local governing agency adopt the policy? 2016

If yes, provide link to the adopted policy <https://www.stpaul.gov/sites/default/files/Media%20Root/Planning%20%26%20Economic%20Development/Complete%20Streets%20Action%20Plan%202016-3-11.pdf>

IV. Equity Score

M. Advancing Equity

Describe how this project will advance equity in your community. This should be specific to how this project will benefit the people living and working in your community.

Advancing equitable investments in St Paul runs through everything that Public Works does from project selection through project construction. The City has created clear goals for transportation equity through the Comprehensive Plan by building out a multimodal network which supports options for its residents to get around the city by means other than a personal motor vehicle.

The West Side neighborhood is one of the most diverse neighborhoods in the city with 57% of residents of color, and 34% of residents speaking a language other than English. The West side neighborhood also sees a high share of its residents living below the poverty line at 18.4%. The Lafayette Bridge Trail connection is a project which is a top priority of the City since the Robert Pira Trail was completed in 2020 as it will make a key connection within the system and leverage existing but disconnected high quality trail segments. Filling this key gap will open up a high quality and safe option for employees of the surrounding light industrial area and residents of the West Side of St Paul to get across the Mississippi River to destinations like downtown St Paul and the state capitol complex, both regional employment centers. By providing high quality safe and comfortable facilities, we will be supporting equitable outcomes for St Paul residents which will provide options for getting to regional employment and recreation destinations without needing a personal vehicle which is a major cost burden or just not available to many lower income residents of St Paul.

N. Active Transportation Equity Score

V. Attachments

Upload Attachment Here	https://www.formstack.com/admin/download/file/13933009446
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Upload Attachment Here	https://www.formstack.com/admin/download/file/13933009447
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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

VII. Affidavit of Noncollusion

Choose from the two responses:

The applicant affirms to the above statements

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

RESOLUTION
Active Transportation Program Grant Agreement
Grant Terms and Conditions
SAP No. 164-590-001
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 **\$262,339.40** 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