

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 Duluth  
411 West First Street, Room 240  
Duluth MN, 55802

Contact: Cindy Voigt

**RECITALS**

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1. Minnesota Statute § 174.40 authorizes the State to enter into this agreement.
2. General Funds were appropriated for the Safe Routes to School Program in Minnesota Laws 2021, First Special Session, Chapter 5, Article 1, Section 2, Subdivision 2(c).
3. Grantee has been awarded Safe Routes to School (SRTS) Program funds under Minn. Stat. § 174.40.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

**AGREEMENT TERMS**

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

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

**2 Grantee's Duties**

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

**3 Time**

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

## 4 Consideration and Payment

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

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

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

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$293,046.00.

## 4.2 Payment

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

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

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

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

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

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

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

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

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

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

## 5 Conditions of Payment

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

## 6 Authorized Representatives

6.1 The State's Authorized Representative is:

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

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

6.2 Grantee's Authorized Representative is:

Cindy Voigt, City Engineer, 411 West First Street, Room 240, Duluth MN, 55802. 218-730-5071,  
cvoigt@duluthmn.gov.

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

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

7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

## 8 Liability

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

## 9 State Audits

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

## 10 Government Data Practices and Intellectual Property Rights

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

agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

## 11 Workers Compensation

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

## 12 Governing Law, Jurisdiction, and Venue

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

## 13 Termination; Suspension

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

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

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

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

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

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

## 14 Data Disclosure

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

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

**16 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota

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

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

## 18 Additional Provisions

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

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

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

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

18.5 **Use, Maintenance, Repair and Alterations.** The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grant funds (the Real Property) for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in

section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

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

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

**GRANTEE**

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

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

Title: City Attorney

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

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

Title: City Auditor

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

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

Title: Mayor

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

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

Title: City Clerk

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

**DEPARTMENT OF TRANSPORTATION**  
*Approval and Certifying Encumbrance*

By: \_\_\_\_\_  
(with delegated authority)

Title: State Aid Programs Manager

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

**DEPARTMENT OF TRANSPORTATION**  
**CONTRACT MANAGEMENT**

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

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

**EXHIBIT A**

**SOURCES AND USES OF FUNDS SCHEDULE**

**SOURCES OF FUNDS**

<b>Entity Supplying Funds</b>	<b>Amount</b>
<b>State Funds:</b>	
SRTS General Fund Grant	\$ 293,046.00
Other:	
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$ 293,046.00</b>
<b>Public Entity Funds:</b>	
Matching Funds	\$ 784,454.00
Other:	
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$ 784,454.00</b>
<b>TOTAL FUNDS</b>	<b>\$ 1,077,500.00</b>

**USES OF FUNDS**

<b>Expenses</b>	<b>Amount</b>
<b>Items Paid for with SRTS General Fund Grant</b>	
<b>Funds:</b>	
Sidewalks, pedestrian ramps and Shared Use Trail.	\$ 293,046.00
	\$
	\$
	\$
<b>Subtotal</b>	<b>\$ 293,046.00</b>
<b>Items paid for with Non-SRTS General Fund Grant Funds:</b>	
Reconstruct Devonshire Street-Grading, Surfacing, Utilities and Sidewalks.	\$ 784,454.00
	\$
	\$
<b>Subtotal</b>	<b>\$ 784,454.00</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$ 1,077,500.00</b>

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**EXHIBIT B**

**GRANT APPLICATION**

Attach the grant application for the project

Form Name: Minnesota State Safe Routes to School Program: Infrastructure Solicitation Application  
Submission Time: January 14, 2022 3:59 pm  
Browser: Chrome 97.0.4692.71 / Windows  
IP Address: 156.99.162.253  
Unique ID: 913261391  
Location:

## Minnesota State Safe Routes to School Program: Infrastructure Solicitation Application

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### I. Project Information (i)

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#### A. Applicant Information

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**Name** James Gittemeier

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**Preferred Title** Senior Transportation Planner

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**Email** jgittemeier@duluthmn.gov

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**Phone** (218) 730-5338

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**Agency name** City of Duluth

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**Agency type** State Aid City

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**Address** 411 W First St  
Room 160  
Duluth, MN 55802

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**County** St. Louis

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**MnDOT district** District 1

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**School district(s)** Duluth ISD 709

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#### B. Sponsoring Agency Information

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#### C. Project Funding

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**SRTS Program Request** 293046

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**Federal funding amount** 0

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**State funding amount (other than SRTS)** 0

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**Local county funding amount** 0

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**Local city/town/tribal funding amount** 73262

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**Local city/town/tribal funding source** Duluth Street Fund 290

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Other funding amount	0
Total Project Funding	366308

#### 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"

Lincoln Park Middle School Pedestrian and ADA Improvements. Replace existing sidewalks along key school walking routes that are currently in poor condition, including ADA ramps, and construct a shared use path where a gap in the pedestrian access route exists.

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

No

#### E. Type of Work

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

Construction of non-federally funded project

#### F. School Information

School name

Lincoln Park Middle School

School location

City of Duluth

Grades available

6-8

Number of students enrolled

645

Are all improvements in this project located within one (1) mile of at least one of the listed schools?

Yes

#### G. Eligibility Check

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

Yes

Will the proposed project be able to enter construction in either calendar year 2022 or 2023?

Yes

Please select the anticipated construction year

2023

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## H. Project Evaluation

If awarded funds, will the school(s) commit to following up with evaluations, such as the Student Travel Tally and Parent Opinion Survey?

Yes

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Title / Role

Senior Transportation Planner

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Email address

jgitteier@duluthmn.gov

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Phone number

218-730-5338

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## II. Project Safety & Improvements (50 points)

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### I. Full Project Description

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Curbs & Medians

None / not applicable

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Signage & Striping

New Crosswalk Striping

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Sidewalks & Trails

New Sidewalks  
ADA Ramps  
Trails & Shared Use Paths

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**Provide a full project description including the locations and uses of each improvement identified above. Include any project maps or design exhibits. These exhibits may be uploaded with your application.**

Work includes sidewalk replacement along 3 blocks of Atlantic Avenue and 1 block of Devonshire Street, and construction of a 200 foot long shared use path on Devonshire Street East of Atlantic Avenue in order to eliminate an existing gap along the pedestrian access route. Work also includes the installation of pedestrian ramps and associated cross walk markings. The proposed improvements are identified in both the Duluth Lincoln Park Middle School Safe Routes to School Plan (2015), and the city's ADA Transition Plan. Both documents reference the poor condition of the sidewalks along the designated safe routes and surrounding neighborhood. The sidewalk condition for the neighborhood as shown in adopted ADA transition Plan is attached as an exhibit to this application. Also attached are photos of the existing sidewalk on Atlantic Avenue which show the poor condition, the existing curb ramp at the Devonshire and Atlantic intersection, and a photo of the gravel and dirt path through the woods currently being used, which is proposed to be improved by a shared use path. The project goal is to upgrade and replace the existing curb ramps along the key designated safe routes and in the surrounding neighborhood in order to meet the current ADA requirements. This in combination of the new sidewalk and shared use path will provide routes that are readily accessible. Currently the 200-foot gap and the cracks and condition of the existing sidewalks makes for difficult walking. Because the majority of the work involves replacement of existing sidewalk, the environmental impacts will be minimal.

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## **J. Safety Concerns**

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**Does the school(s) or school district have a no walking and/or bicycling to school policy?**

No

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**Does the school(s) provide hazard busing?**

Yes

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**Does the school(s) district have plans relocate or repurpose the school facilities within the next 10 years?**

No

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**Does the school(s) or school district promote any activities or policies to encourage students walking and bicycling?**

Yes

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**If yes, please briefly describe these activities or policies:**

ISD 709 had a district wide policy (Policy 533 Wellness) which encourages walking and bicycling to and from school and in general physical activity among the students. The Duluth School District has a bike fleet that is used each year for bike safety education. Lincoln Park Middle School holds a remote bus drop off event each Fall in conjunction with Walk to School Day.

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**Have safety risks or hazards been identified that prevent students from walking or biking to school?** Yes

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**Do students still walk or bike to school even though safety risks or hazards have been identified near the school(s) or on routes students take to school?** Yes

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**Percentage of students who walk or bike to school** 7%

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**Percentage of students who take the bus to school** 94%

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**List and describe the safety risks or hazards that have been identified, including the locations of these risks. Applicants may reference any student or parent survey data, crash data, SRTS plan, or other relevant sources. Upload any referenced sources when submitting this application.**

As indicated in the both the Duluth Lincoln Park Middle School Safe Routes to School Plan Update 2015, and the city's ADA Transition Plan, the sidewalk condition is poor and non-existent in one location, resulting in tripping hazards for students who want to walk to school because the cracks and humps in the sidewalk are substantial. The existing curb ramps do not meet current ADA standards, and create a barrier for those with disabilities. The 200-foot long missing sidewalk section on Devonshire is steep, and does not accommodate persons with disabilities. The entire Safe Route does not include any crosswalk markings.

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**Identify which risks are present and how they affect priority populations.**

The neighborhood immediately adjacent to the school to the East is one with a low income population with 20% of households without access to a vehicle. In addition, students who live in this area of the proposed pedestrian improvements do not receive school district provided bus transportation, as they live too close in proximity to the middle school. Therefore, students have limited options for getting to and from school and many must walk daily. The sidewalks, ADA curb ramps, and new shared use path will remove tripping hazards and provide much improved pedestrian access to critical pedestrian routes for students walking who have limited other options.

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## **K. Project Improvements**

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**Explain how the improvements that were identified in Section I (Full Project Description) would mitigate the risks and hazards identified in Section J (Safety Concerns)**

The proposed project will eliminate the tripping hazards and provide for ADA assessable curb ramps. In addition, further engineering study will be conducted to evaluate the need to improve any of the intersections with marked crosswalks.

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## **III. Local Safe Routes to School Program (25 points)**

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### **L. Safe Routes to School Plan**

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Does the school(s) have a Safe Routes to School plan? Yes

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If yes, in which year did the local governing agency adopt the plans? 2015

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If yes, provide link to the most recent plan [https://dsmic.org/lpms-srts\\_plan-2015/](https://dsmic.org/lpms-srts_plan-2015/)

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Are the improvements in this project identified in a Safe Routes to School Plan? Yes

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If yes, provide the page number(s) on which the project is identified. Page 26

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### M. Implementing the 6E Strategies

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**Evaluation** Baseline Student Travel Tally  
Parent Opinion survey

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**Equity** Community engagement with priority populations

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**Engagement / Enforcement** None / not applicable

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**Education** Walk! Bike! Fun!  
School newsletter

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**Encouragement** Walk to School Day  
Bus Drop-off and Walk

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**Engineering** Filled in sidewalk gaps  
Improved route crossings (crosswalk marking/signs)

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### N. Project Team Information

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**Check the boxes below for the project team member roles. When submitting your application, upload a list of project team members, their organizations (school, city, county, parent/caregiver, etc.) and their roles.**

City/Township Staff  
Public Works Staff  
School District Superintendent  
School Principal  
Additional School Staff

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### IV. Equity Score

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### O. Student Transportation Equity for Priority Populations

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## V. Attachments

<b>Upload Attachment Here</b>	<a href="https://www.formstack.com/admin/download/file/12059051311">https://www.formstack.com/admin/download/file/12059051311</a>
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## **EXHIBIT C**

### **GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**

#### **..Title**

RESOLUTION AUTHORIZING ACCEPTANCE A SAFE ROUTE TO SCHOOL (SRTS) GRANT FROM THE MINNESOTA STATE TRANSPORTATION FUND FOR THE DEVONSHIRE STREET RECONSTRUCTION AND LINCOLN PARK MIDDLE SCHOOL SAFE ROUTES TO SCHOOL IMPROVEMENTS IN THE AMOUNT OF \$293,046.00.

#### **..Body**

##### **CITY PROPOSAL:**

RESOLVED, that the City of Duluth has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for a Safe Route to School Grant for the Devonshire Street Reconstruction and Lincoln Park Middle School Safe Routes to School Improvements, City Project no 2101.

FURTHER RESOLVED, the Commissioner of Transportation has given notice that funding for this project is available and that the amount of the grant is \$293,046.00.

FURTHER RESOLVED, that the City of Duluth does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund 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, substantially in the form of the attached Exhibit A, concerning the above-referenced grant. Grant monies shall be deposited into Permanent Improvement Fund 411, Department/Agency 035 (Capital Projects Accounts, Object 4220-01 (State of Minnesota Capital), City Project No. 2101, S.A.P. 118-591-009.

#### **..Statement of Purpose**

STATEMENT OF PURPOSE: This resolution authorizes the acceptance of a grant from the Minnesota State Transportation Fund for the Devonshire Street Reconstruction and Lincoln Park Middle School Safe Routes to School Improvements in the amount of \$293,046.00. The City will provide the 20% percent match to the SRTS grant. Grant monies shall be deposited into Permanent Improvement Fund 411, Department/Agency 035 (Capital Projects Accounts, Object 4220-01 (State of Minnesota Capital), City Project No. 2101, S.A.P. 118-591-009.