

**STATE OF MINNESOTA
ACTIVE TRANSPORTATION 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 Marshall
344 West Main Street
Marshall, MN 56258
Contact: Jason Anderson, P.E.; Public Works Director/City Engineer

RECITALS

1. Minnesota Statute § 174.38 authorizes the 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.
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 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 **December 31, 2028**, 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. § 174.38. 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 the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$288,777.70**.

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 Briebe,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briebe@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:

Eric Hanson, P.E.,
Assistant City Engineer,
507-537-6774, eric.hanson@ci.marshall.mn.us. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

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

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

8 **Liability**

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

9 **State Audits**

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

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

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

to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

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

12 Governing Law, Jurisdiction, and Venue

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

13 Termination; Suspension

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

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

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

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

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

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

14 Data Disclosure

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

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

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

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

18 Additional Provisions

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

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

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

18.4 Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. 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.

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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: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

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	
2023 AT General Fund Grant, SAAS Acct 416	\$288,777.70	Funds:	
Other:		Construction of three trail improvement locations.	\$288,777.70
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$288,777.00	Subtotal	\$288,777.70
Public Entity Funds:		Items paid for with Non-AT General Fund Grant Funds:	
Matching Funds	\$0.00		
Other:			
	\$		
Subtotal	\$0.00	Subtotal	\$0.00
TOTAL FUNDS	\$288,777.70	TOTAL PROJECT COSTS	\$288,777.70

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 11:30 am
Browser:	Chrome 80.0.3987.149 / Windows
IP Address:	38.140.144.226
Unique ID:	1051845521
Location:	38.9609, -77.3429

Minnesota State Active Transportation Program: Infrastructure Solicitation Application

I. Project Information (i)

A. Applicant Information

Name	Jason Anderson
Email	jason.anderson@ci.marshall.mn.us
Phone	(507) 537-6760
Agency name	City of Marshall
Agency type	State Aid City (Population >5,000)
Address	344 W Main St Marshall , MN 56258
County	Lyon
MnDOT district	District 8

B. Lead Agency Sponsor Information

C. Project Funding

Active Transportation Program Request	360381
Federal funding amount	0
State funding amount (other than Active Transportation)	0
Local city/town/county funding amount	50000
Local city/town/county funding source	MSAS Funds
Other funding amount	0
Total Project Funding	410381

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 city will make several city-wide pedestrian improvements. Improvements will include: RRFBs and consideration for a pedestrian island at the intersection of US 59/A St, filling a trail gap on US59 from Boyer St to Windstar St, rerouting 800 feet of Camden Trail, and a RRFB at CSAH 7/Camden Trail
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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.	MnDOT, City of Marshall, Lyon County
Will any proposed infrastructure improvements be constructed on the right-of-way or property of a township, city, or county other than the applicant or lead agency sponsor?	Yes
If yes, list the township, city, or county in which construction is proposed by this project.	US 59/A St - MnDOT. US 59 Trail Gap, Boyer St to Windstar St - MnDOT. CSAH 7/Camden Trail Crossing - Lyon County. Resolutions of support from these agencies can be found in Appendix A - Project Support.
Latitude	44.44464
Longitude	-95.78541

F. Type of Work

Select the type of work on which the requested funds would be used	Construction of non-federally funded project
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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
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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	Director of Public Works/City Engineer
Email address	Jason.Anderson@ci.marshall.mn.us
Phone number	570-537-6760

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

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 High levels of traffic Low stop or yield compliance for pedestrians or cyclists
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.	<p>The proposed project contains several features that combined will fill many of the unsafe gaps in Marshall's pedestrian and bicycle transportation network. Marshall's 2016 Safe Routes to School Plan identifies all these concerns and can be referenced in Appendix D - Relevant Plans.</p> <p>In community surveys, speed of traffic, volume of traffic, and crossing safety were consistently the most prominent safety issues cited by the public. Many of these concerns were geographically focused on crossings with US59. These concerns were reflected in crash data, referring to the crash maps in the SRTS plan (pg. 18-20), the greatest density of crashes happened along the US59 corridor. While not as salient as other issues, a lack of complete trails and sidewalks was also cited by the public as an additional concern.</p> <p>Project need is demonstrated by the crash data. Specifically, the intersection of US 59/A St has experienced crashes involving bicyclists. Crash Data can be referenced in Appendix F - Crash Data.</p> <p>The Camden Trail alignment currently has a 15 foot radius 90° curve approximately 600 ft west of the CSAH 7 trail crossing. At CSAH 7, the trail currently shares the roadway for approximately 240 feet to the north and then continues to the east as it follows the Redwood River.</p>

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.

For this section Appendix B - Project Layout Documents can be referenced for project layouts and a map of trail improvements and an itemized cost estimate can be referenced in Appendix C - Cost Estimate. Project concepts were designed specifically to mitigate the public's safety concerns. At the Intersection of A St/US59 there are already pedestrian signs and a painted crosswalk. New RRFBs and a median with a pedestrian island (or bump outs pending MnDOT review) will be additionally implemented at this intersection.

Southeast of the A St intersection, trail gaps will be filled along US 59 in an important commercial area. An additional 700 feet of bituminous trail will be constructed on the east side of US 59 connecting Boyer St to Windstar St. This trail will be of adequate width to accommodate multiple modes of transportation comfortably. ADA accessible pedestrian ramps and other pedestrian safety features will be implemented at points where this trail crosses roadways.

On the west side of the city, approximately 800 feet of the Camden bike trail will be rerouted to follow the Redwood River. The proposed crossing at CSAH 7 will be relocated 200 feet north of the existing crossing and include a new RRFB, and either bump-outs or a pedestrian island. ADA accessible pedestrian ramps and other pedestrian safety features will be implemented at points where this trail crosses roadways.

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)

With an award, the City of Marshall will fill many remaining gaps in its bike and pedestrian infrastructure network. The A St/US59 Intersection is in proximity of many public amenities including multiple parks, the public library, and businesses downtown. Safety improvements at this intersection will facilitate transportation alternatives to reach these important attractions and decrease automobile dependence. The termination of proper sidewalk south of Boyer Dr is a glaring gap in the City's pedestrian infrastructure. An additional connection here would connect an important commercial area. The new safety improvements on Camden Regional Trail will provide residents on the west side of town with a safer non-motorized route and improved connectivity to the nearby Lyon County Fairgrounds.

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 public's input on safety concerns has guided the proposed project concepts. Starting with the A St/US59 Intersection, the planned RRFBs and possible pedestrian island will directly mitigate the identified concerns around vehicle speed and volume. An additional RRFB will increase the vehicle yield-rate at the intersection of CR7 and the Camden Regional Bike Path. RRFBs greatly increase the visibility of pedestrians and can increase vehicle yields rates by up to 47%; these improvements will be noticeable and beneficial for pedestrians and bicyclists. Safer crossings will create a more comfortable pedestrian experience and encourage more residents to use transportation alternatives.

Public engagement has also identified the desire for more sidewalks and trails to provide a safer pedestrian experience. The addition of a trail along US59 between Boyer Dr and Windstar St will provide greater access to attractions while avoiding conflict between different modes of transportation.

Re-routing the Camden trail will provide the opportunity to perpetuate an off multi-use trail facility. It will also eliminate conflicts with vehicle traffic by removing an on road trail segment and the trail crossing at a vehicular intersection.

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?	2016
If yes, provide link to the most recent plan	http://www.swrdc.org/wp-content/uploads/2017/12/Marshall_SRTSPlan_FinalADANew2.pdf
2. Has the adopted plan received any updates, addendums, surveys, public engagement sessions, or any other changes since it was adopted?	No
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	The Us 59/ A St intersection is identified as an unsafe intersection on pg. 18 of Marshall's SRTS plan.

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

Project priority is driven by public concern. City staff have received repeated requests from the public to improve the crossings at CR 7 and the Intersection at US 59/ A St. This public input has been mirrored in the public engagement efforts conducted during the SRTS planning process. The 2040 Marshall Comprehensive Plan identifies the goals of mitigating gaps in public facilities and providing a well-connected multimodal transportation system. The project is consistent with the goal of providing transportation alternatives including biking and walking, identified in the Lyon County Comprehensive Plan.

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?

11/28/17

If yes, provide link to the adopted policy

https://cms9files.revize.com/marshallmn/_Departments/Public%20Works/Engineering/2017_11_28%20Resolution%20No.%204447,%20Second%20Series%20Resolution%20Only.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.

For those who encounter barriers to opportunity, safer bike and pedestrian routes will be a noticeable improvement. Equity is integrated into this project by filling the gaps where transportation alternatives are currently limited. Ensuring equity in facilities is a key goal identified in the 2022 Marshall Comprehensive Plan Draft, reference Appendix - D Relevant Plans.

Marshall is a diverse community with vulnerable populations that demonstrate the need for infrastructure investment. 17.7% of residents live beneath the poverty line in Marshall, this is nearly double the statewide poverty rate. There are 599 affordable housing units fixed to below 80% AMI and 337 of those units are fixed below 50% AMI; some of these units directly abut project improvements. 10.5% of residents identify as disabled and a robust path system is critical to ensuring disabled populations have equitable access to transportation. Lastly 9% of Marshall's residents do not have a car. These disadvantaged can be visualized with the Active Transportation Program Equity App, the populations nearest to the project areas have equity scores ranging from nine to eleven.

According to the Minnesota Sustainable Transportation Advisory Council (MN STAC) 2021 recommendations: providing transportation alternatives can promote equity by providing greater housing choice, employment choice, and fighting cycles of persistent poverty. Lastly, by providing alternatives to cars communities can reduce vehicle miles traveled and improve air quality for adjacent communities.

N. Active Transportation Equity Score

V. Attachments

Upload Attachment Here	https://www.formstack.com/admin/download/file/13933445169
Upload Attachment Here	https://www.formstack.com/admin/download/file/13933445170
Upload Attachment Here	https://www.formstack.com/admin/download/file/13933445171
Upload Attachment Here	https://www.formstack.com/admin/download/file/13933445172
Upload Attachment Here	https://www.formstack.com/admin/download/file/13933445173

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

See next page

RESOLUTION 25-_____
Active Transportation Program Grant Agreement No. 1058462
Grant Terms and Conditions
SAP 139-590-001
March 25, 2025

WHEREAS, the City of Marshall 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 (State Aid Accounting System Account No. 416 (2023 AT General Funds); and

WHEREAS, the amount of the grant has been determined to be **\$288,777.70** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Marshall 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.

Passed and adopted by the Council this 25th day of March, 2025.

Mayor

ATTEST:

City Clerk