



Application

04786 - 2016 Multiuse Trails and Bicycle Facilities

04874 - Lake Minnetonka LRT Regional Trail Bridge over CSAH 19

Regional Solicitation - Bicycle and Pedestrian Facilities

Status: Submitted

Submitted Date: 07/15/2016 10:50 AM

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What Grant Programs are you most interested in? Regional Solicitation - Bicycle and Pedestrian Facilities

Organization Information

Name: THREE RIVERS PARK DISTRICT

Jurisdictional Agency (if different):

Organization Type:

Organization Website:

Address:

RESERVATIONS
3000 XENIUM LN N

*

PLYMOUTH Minnesota 55441-2661
City State/Province Postal Code/Zip

County:

Hennepin

Phone:*

763-559-6700

Ext.

Fax:

PeopleSoft Vendor Number

0000057347A1

Project Information

Project Name

Lake Minnetonka LRT Regional Trail Bridge over CSAH 19

Primary County where the Project is Located

Hennepin

Jurisdictional Agency (If Different than the Applicant):

This proposed project will improve the Lake Minnetonka LRT Regional Trail (LMRT) with the construction of an east-west trail bridge over CSAH 19 (Manitou Road) in Shorewood and Tonka Bay. The LMRT is a Tier 1 priority trail in the Regional Bicycle Transportation Network, serving a daily average of 317 weekday and 965 weekend day visitors at CSAH 19. The project will also provide a connection from the trail to CSAH 19 for easy access to transit on CSAH 19 and commercial development at the nearby crossing of CSAH 19 and Smithtown Road. Figure 1 shows the limits of the project.

Brief Project Description (Limit 2,800 characters; approximately 400 words)

The LMRT stretches 15 miles from Hopkins to Victoria, passing through Hennepin and Carver Counties and the communities of Minnetonka, Deephaven, Greenwood, Excelsior, Tonka Bay, and Shorewood. The LMRT is directly connected to eight RBTN alignments and nine transit routes, providing important connections to the region. Connections to various employment, retail, and entertainment destinations are provided along the trail. The 15 mile regional trail experiences 421,700 visitors annually, with 44 percent of the users crossing through the CSAH 19 intersection. Between 2008 and 2015, 2,970 trail visitors were documented during 36 two-hour counts near the CSAH 19 crossing. Of these visitors, nearly 80 percent were people biking.

CSAH 19 is classified as an A Minor Arterial Expander and carries 13,200 ADT, similar to MN 7 in Carver County. High volumes are experienced as CSAH 19 is the only north-south road that crosses Lake Minnetonka. CSAH 19 is a significant, hazardous barrier for trail users due to the at-grade, mid-block crossing of two highway lanes. Motor vehicle traffic on CSAH 19 flows continuously at the crossing and the sight distance from the crossing is

limited due to a sharp curve nearby and dense foliage. The proposed bridge will eliminate CSAH 19 as a barrier by providing a grade separated crossing over CSAH 19, reducing conflicts and increasing safety for motorists and trail users.

Improving the safety on this Regional Bicycle Transportation Network Tier 1 alignment will encourage more users to make use of the system and better equip LMRT to accommodate an expected increase in use. A grade-separated crossing at CSAH 19 will be more welcoming for less experienced users and increase their use of the system. Enhancing the safety improves the bikeability along this key alignment of the Regional Bicycle Transportation Network and benefits users of all skill levels both locally and throughout the region.

Include location, road name/functional class, type of improvement, etc.

TIP Description Guidance (will be used in TIP if the project is selected for funding)

LAKE MINNETONKA LRT REGIONAL TRAIL, OVER CSAH 19 (MANITOU RD), CONSTRUCT NEW BRIDGE #XXXX

Project Length (Miles)

0.3

Project Funding

Are you applying for funds from another source(s) to implement this project?

No

If yes, please identify the source(s)

Federal Amount

\$2,926,724.00

Match Amount

\$731,682.00

Minimum of 20% of project total

Project Total

\$3,658,406.00

Match Percentage

20.0%

Minimum of 20%

Compute the match percentage by dividing the match amount by the project total

Source of Match Funds

Three Rivers Park District 5 Year Capital Improvement Program

A minimum of 20% of the total project cost must come from non-federal sources; additional match funds over the 20% minimum can come from other federal sources

Preferred Program Year

Select one: 2020

For TDM projects, select 2018 or 2019. For Roadway, Transit, or Trail/Pedestrian projects, select 2020 or 2021.

Additional Program Years: 2017, 2018, 2019

Select all years that are feasible if funding in an earlier year becomes available.

Project Information

County, City, or Lead Agency Three Rivers Park District
Zip Code where Majority of Work is Being Performed 55331
(Approximate) Begin Construction Date 05/01/2020
(Approximate) End Construction Date 10/31/2020
Name of Trail/Ped Facility: Lake Minnetonka LRT Regional Trail

(i.e., CEDAR LAKE TRAIL)

TERMINI:(Termini listed must be within 0.3 miles of any work)

From: N/A
(Intersection or Address)

To: N/A
(Intersection or Address)

*DO NOT INCLUDE LEGAL DESCRIPTION; INCLUDE NAME OF ROADWAY
IF MAJORITY OF FACILITY RUNS ADJACENT TO A SINGLE CORRIDOR*

Or At: CSAH 19/Manitou Road

Primary Types of Work Trail Bridge

*Examples: GRADE, AGG BASE, BIT BASE, BIT SURF,
SIDEWALK, SIGNALS, LIGHTING, GUARDRAIL, BIKE PATH,
PED RAMPS, BRIDGE, PARK AND RIDE, ETC.*

BRIDGE/CULVERT PROJECTS (IF APPLICABLE)

Old Bridge/Culvert No.: N/A

New Bridge/Culvert No.: N/A

Structure is Over/Under Over CSAH 19/Manitou Road
(Bridge or culvert name):

Specific Roadway Elements

CONSTRUCTION PROJECT ELEMENTS/COST ESTIMATES

	Cost
Mobilization (approx. 5% of total cost)	\$171,530.00
Removals (approx. 5% of total cost)	\$20,711.00
Roadway (grading, borrow, etc.)	\$1,536.00
Roadway (aggregates and paving)	\$18,000.00

Subgrade Correction (muck)	\$0.00
Storm Sewer	\$8,213.00
Ponds	\$0.00
Concrete Items (curb & gutter, sidewalks, median barriers)	\$12,672.00
Traffic Control	\$5,000.00
Striping	\$11,070.00
Signing	\$4,550.00
Lighting	\$0.00
Turf - Erosion & Landscaping	\$83,189.00
Bridge	\$2,935,255.00
Retaining Walls	\$99,432.00
Noise Wall (do not include in cost effectiveness measure)	\$0.00
Traffic Signals	\$0.00
Wetland Mitigation	\$1,400.00
Other Natural and Cultural Resource Protection	\$0.00
RR Crossing	\$0.00
Roadway Contingencies	\$0.00
Other Roadway Elements	\$0.00
Totals	\$3,372,558.00

Specific Bicycle and Pedestrian Elements

CONSTRUCTION PROJECT ELEMENTS/COST ESTIMATES	Cost
Path/Trail Construction	\$225,633.00
Sidewalk Construction	\$0.00
On-Street Bicycle Facility Construction	\$0.00
Right-of-Way	\$56,300.00
Pedestrian Curb Ramps (ADA)	\$3,915.00
Crossing Aids (e.g., Audible Pedestrian Signals, HAWK)	\$0.00
Pedestrian-scale Lighting	\$0.00
Streetscaping	\$0.00
Wayfinding	\$0.00
Bicycle and Pedestrian Contingencies	\$0.00
Other Bicycle and Pedestrian Elements	\$0.00
Totals	\$285,848.00

Specific Transit and TDM Elements

CONSTRUCTION PROJECT ELEMENTS/COST ESTIMATES	Cost
Fixed Guideway Elements	\$0.00
Stations, Stops, and Terminals	\$0.00
Support Facilities	\$0.00
Transit Systems (e.g. communications, signals, controls, fare collection, etc.)	\$0.00
Vehicles	\$0.00
Contingencies	\$0.00
Right-of-Way	\$0.00
Other Transit and TDM Elements	\$0.00
Totals	\$0.00

Transit Operating Costs

Number of Platform hours	0
Cost Per Platform hour (full loaded Cost)	\$0.00
Subtotal	\$0.00
Other Costs - Administration, Overhead, etc.	\$0.00

Totals

Total Cost	\$3,658,406.00
Construction Cost Total	\$3,658,406.00
Transit Operating Cost Total	\$0.00

Requirements - All Projects

All Projects

1. The project must be consistent with the goals and policies in these adopted regional plans: Thrive MSP 2040 (2014), the 2040 Transportation Policy Plan, the 2040 Regional Parks Policy Plan (2015), and the 2040 Water Resources Policy Plan (2015).

Check the box to indicate that the project meets this requirement. Yes

2. The project must be consistent with the 2040 Transportation Policy Plan. Reference the 2040 Transportation Plan objectives and strategies that relate to the project.

A) Goal: Safety and Security - The regional transportation system is safe and secure for all users. (Page 60)

-Objective A: Reduce crashes and improve safety and security for all modes of passenger travel and freight transport.

-Strategy: Regional transportation partners will use best practices to provide and improve safe walking and bicycling facilities, since pedestrians and bicyclists are the most vulnerable users of the transportation system.

B)Goal: Access to Destinations - People and businesses prosper by using a reliable, affordable, and efficient multimodal transportation system that connects them to destinations throughout the region and beyond. (Pages 62-63)

List the goals, objectives, strategies, and associated pages:

-Objective A: Increase the availability of multimodal travel options, especially in congested highway corridors.

-Strategy: Providing access is the fundamental purpose of transportation for people and businesses. There are ways in which access can be better provided and there are barriers to good access that need to be managed or eliminated.

-Strategy: Bicycle and pedestrian infrastructure will continue to be improved throughout the region with the aim of increasing access, connectivity, and safety.

C)Goal: Healthy Environment - The regional transportation system advances equity and contributes to communities' livability and sustainability while protecting the natural, cultural,

and developed environments. (Page 66)

-Objective C: Increase the availability and attractiveness of transit, bicycling, and walking to encourage healthy communities and active car-free lifestyles.

-Strategy: Transportation can play a significant role in fostering personal and community health by increasing pedestrian and bicycle infrastructure, including the connectivity of these facilities region-wide. Many residents in the region want the option of walking or bicycling to work, school, errands, and appointments but do not feel they have safe routes. The Council will continue to promote bicycle and pedestrian infrastructure including planning with communities to enhance, close gaps, and make critical connections in the system region-wide. Walkable and bikeable communities also tend to have healthier residents. (Page 68)

(Limit 2500 characters; approximately 750 words)

3. The project or the transportation problem/need that the project addresses must be in a local planning or programming document. Reference the name of the appropriate comprehensive plan, regional/statewide plan, capital improvement program, corridor study document [studies on trunk highway must be approved by the Minnesota Department of Transportation and the Metropolitan Council], or other official plan or program of the applicant agency [includes Safe Routes to School Plans] that the project is included in and/or a transportation problem/need that the project addresses.

-Shorewood Comprehensive Plan Update, 2009
(Page TR-3)

-Twin Cities Regional Bicycle System Study, 2014
(Figure 12, Page 26)

List the applicable documents and pages:

-City of Tonka Bay 2009-2030 Comprehensive Plan
(Pages 71-72, 74)

-2040 Regional Parks Policy Plan (Pages 59, 73-76, 81-82, 96)

-2040 Hennepin County Bike Transportation Plan
(Pages xiv-xvi, 10-13, 47-50)

(Limit 2500 characters; approximately 750 words)

4. The project must exclude costs for studies, preliminary engineering, design, or construction engineering. Right-of-way costs are only eligible as part of bicycle/pedestrian projects, transit stations/stops, transit terminals, park-and-ride facilities, or pool-and-ride lots. Noise barriers, drainage projects, fences, landscaping, etc., are not eligible for funding as a standalone project, but can be included as part of the larger submitted project, which is otherwise eligible.

Check the box to indicate that the project meets this requirement. Yes

5. Applicants that are not cities or counties in the seven-county metro area with populations over 5,000 must contact the MnDOT Metro State Aid Office prior to submitting their application to determine if a public agency sponsor is required.

Check the box to indicate that the project meets this requirement. Yes

6. Applicants must not submit an application for the same project in more than one funding sub-category.

Check the box to indicate that the project meets this requirement. Yes

7. The requested funding amount must be more than or equal to the minimum award and less than or equal to the maximum award. The cost of preparing a project for funding authorization can be substantial. For that reason, minimum federal amounts apply. Other federal funds may be combined with the requested funds for projects exceeding the maximum award, but the source(s) must be identified in the application. Funding amounts by application category are listed below.

Multiuse Trails and Bicycle Facilities: \$250,000 to \$5,500,000

Pedestrian Facilities (Sidewalks, Streetscaping, and ADA): \$250,000 to \$1,000,000

Safe Routes to School: \$150,000 to \$1,000,000

Check the box to indicate that the project meets this requirement. Yes

8. The project must comply with the Americans with Disabilities Act.

Check the box to indicate that the project meets this requirement. Yes

9. The project must be accessible and open to the general public.

Check the box to indicate that the project meets this requirement. Yes

10. The owner/operator of the facility must operate and maintain the project for the useful life of the improvement.

Check the box to indicate that the project meets this requirement. Yes

11. The project must represent a permanent improvement with independent utility. The term independent utility means the project provides benefits described in the application by itself and does not depend on any construction elements of the project being funded from other sources outside the regional solicitation, excluding the required non-federal match. Projects that include traffic management or transit operating funds as part of a construction project are exempt from this policy.

Check the box to indicate that the project meets this requirement. Yes

12. The project must not be a temporary construction project. A temporary construction project is defined as work that must be replaced within five years and is ineligible for funding. The project must also not be staged construction where the project will be replaced as part of future stages. Staged construction is eligible for funding as long as future stages build on, rather than replace, previous work.

Check the box to indicate that the project meets this requirement. Yes

13. The project applicant must send written notification regarding the proposed project to all affected state and local units of government prior to submitting the application.

Check the box to indicate that the project meets this requirement. Yes

Requirements - Bicycle and Pedestrian Facilities Projects

1. All projects must relate to surface transportation. As an example, for multiuse trail and bicycle facilities, surface transportation is defined as primarily serving a commuting purpose and/or that connect two destination points. A facility may serve both a transportation purpose and a recreational purpose; a facility that connects people to recreational destinations may be considered to have a transportation purpose.

Check the box to indicate that the project meets this requirement. Yes

Multiuse Trails on Active Railroad Right-of-Way:

2. All multiuse trail projects that are located within right-of-way occupied by an active railroad must attach an agreement with the railroad that this right-of-way will be used for trail purposes.

Check the box to indicate that the project meets this requirement.

Safe Routes to School projects only:

3. All projects must be located within a two-mile radius of the associated primary, middle, or high school site.

Check the box to indicate that the project meets this requirement.

4. All schools benefitting from the SRTS program must conduct after-implementation surveys. These include the student travel tally form and the parent survey available on the National Center for SRTS website. The school(s) must submit the after-evaluation data to the National Center for SRTS within a year of the project completion date. Additional guidance regarding evaluation can be found at the MnDOT SRTS website.

Check the box to indicate that the applicant understands this requirement and will submit data to the National Center for SRTS within one year of project completion.

Requirements - Bicycle and Pedestrian Facilities Projects

Measure A: Project Location Relative to the RBTN

Select one:

Tier 1, Priority RBTN Corridor

Tier 1, RBTN Alignment Yes

Tier 2, RBTN Corridor

Tier 2, RBTN Alignment

Direct connection to an RBTN Tier 1 corridor or alignment

Direct connection to an RBTN Tier 2 corridor or alignment

OR

Project is not located on or directly connected to the RBTN, but is part of a local system and identified within an adopted county, city or regional parks implementing agency plan.

Upload Map

1468440790528_Lake Minnetonka LRT Regional Trail - Project to RBTN Orientation.pdf

Measure A: Population Summary

Existing Population Within One Mile (Integer Only) 9682

Existing Employment Within One Mile (Integer Only) 3487

Upload the "Population Summary" map

1467935485929_Lake Minnetonka LRT Regional Trail - Population Summary.pdf

Measure A: Project Location and Impact to Disadvantaged Populations

Select one:

Project located in Area of Concentrated Poverty with 50% or more of residents are people of color (ACP50):

Project located in Area of Concentrated Poverty:

Projects census tracts are above the regional average for population in poverty or population of color:

Project located in a census tract that is below the regional average for population in poverty or populations of color or includes children, people with disabilities, or the elderly:

Yes

The Lake Minnetonka LRT Regional Trail (LMRT) crossing of CSAH 19 (Manitou Road) is located in an area below the regional average for population in poverty or populations of color. However, portions of the 15 mile LMRT are located within areas of concentrated poverty and multiple connected trails link various population concentrations to the project area, as shown in Figure 4. These connections provide a transportation options for populations to access destinations along the corridor.

As a Tier 1 Alignment on the Regional Bicycle Trail Network, the LMRT has many connections to the greater metro. The eastern trail termini is in downtown Hopkins, where many connecting trails extend to downtown Minneapolis. This allows the LMRT to function in a reverse commute capacity, offering the opportunity for low-income and minority populations from other areas of the metro to use low-cost transportation such as cycling to access job and recreational opportunities.

Response (Limit 2,800 characters; approximately 400 words)

The communities surrounding the LMRT and CSAH 19 crossing (Shorewood and Tonka Bay) have similar or higher percentages of children and elderly than the Hennepin and Carver Counties and adjacent communities:

-Shorewood: Youth: 23.9%, Elderly: 12.9%

-Tonka Bay: Youth: 18.9%, Elderly: 17.0%

-Victoria: Youth: 25.5%, Elderly: 8.8%

-Excelsior: Youth: 19.3%, Elderly: 14.6%

-Hennepin County: Youth: 15.9%, Elderly: 11.9%

-Carver County: Youth: 22%, Elderly: 9.2%

Improving safety for non-motorized travel in areas

with higher concentrations of youth and elderly is a benefit that will encourage youth and elderly populations to be active. Improving safety at crossings is especially important for youth because they are smaller in size, making them less visible to motorists. They are also less experienced with traffic rules and are not as well equipped to judge speeds, which puts them at risk of injury or death at high speed crossings. Similarly with youth populations, the elderly may take longer to cross CSAH 19, placing them in the conflict zone for a longer time. Populations with disabilities around the LRMT (5.0 to 16.1 percent) would experience similar benefits. Improving safety at this intersection will improve mobility for youth and the elderly, helping them establish and maintain transportation habits that are healthy, affordable and have lower impacts on the environment, and offer recreation opportunities by improving safe access to regional trail and park systems.

The improved crossing of the LMRT and CSAH 19 will improve the safety and livability for all trail users in the area, particularly those dependent on transportation options. Additionally, the project will improve the transportation use of the trail for users with the reduction of an at-grade intersection, removing the need to stop.

The response should address the benefits, impacts, and mitigation for the populations affected by the project.

Upload Map

1467935589681_Lake Minnetonka LRT Regional Trail - Socio-Economic Conditions.pdf

Measure B: Affordable Housing

City/Township	Segment Length in Miles (Population)
Shorewood	0.285
Tonka Bay	0.075
	0

Total Project Length

Total Project Length (Total Population) 0.3

Affordable Housing Scoring - To Be Completed By Metropolitan Council Staff

City/Township	Segment Length (Miles)	Total Length (Miles)	Score	Segment Length/Total Length	Housing Score Multiplied by Segment percent
		0	0	0	0

Affordable Housing Scoring - To Be Completed By Metropolitan Council Staff

Total Project Length (Miles) 0.36
 Total Housing Score 0

Measure A: Gaps, Barriers and Continuity/Connections

Check all that apply:

Gap improvements can be on or off the RBTN and may include the following:

- Providing a missing link between existing or improved segments of a regional (i.e., RBTN) or local transportation network;

- Improving bikeability to better serve all ability and experience levels by:

- Providing a safer, more protected on-street facility;

- Improving crossings at busy intersections (signals, signage, pavement markings); OR

- Improving a bike route or providing a trail parallel to a highway or arterial roadway along a lower-volume neighborhood collector or local street.

Barrier crossing improvements (on or off the RBTN) can include crossings (over or under) of rivers or streams, railroad corridors, freeways, or multi-lane highways, or enhanced routes to circumvent the barrier by channeling bicyclists to existing safe crossings or grade separations. (For new barrier crossing projects, data about the nearest parallel crossing (as described above) must be included in the application to be considered for the full allotment of points under this criterion).

Closes a transportation network gap and/or provides a facility that crosses or circumvents a physical barrier Yes

Improves continuity and/or connections between jurisdictions (on or off the RBTN) (e.g., extending a specific bikeway facility treatment across jurisdictions to improve consistency and inherent bikeability)

Improves Continuity and/or Connections Between Jurisdictions Yes

CSAH 19 is one of two remaining at-grade crossings of the Lake Minnetonka Trail (LMRT) and functionally classified roadways. The project improves safety and continuity for trail users by eliminating a safety gap and physical barrier along a RBTN Tier 1 alignment with the construction of a grade separated crossing of the intersection of the LMRT and CSAH 19. The proposed project includes 0.36 miles of the trail, as shown in Figure 2. The present condition of the trail crossing at CSAH 19 poses a dangerous barrier for non-motorized and motorized users. The LMRT experiences 421,700 users annually. Approximately 75 percent of users at this segment continue through the project intersection. CSAH 19 has a posted speed limit of 35 mph and an average daily traffic volume of 13,200 ADT (2014 MnDOT counts). A 2015 traffic survey indicated an 85th percentile speed of 40 mph at the intersection, and speeds of up to 55 mph were observed. The crossing currently includes a median refuge with trail crossing signage that was implemented in 2008, see Figures 5-10.

Response (Limit 2,800 characters; approximately 400 words)

Safety: The construction of a pedestrian bridge would remove the barrier of CSAH 19, eliminating potential conflicts with people and motorists at the intersection. The existing median refuge and crossing signage assist in the effort to improve the safety of the crossing for all users; however, high volumes and reduced sight distances are still in effect. CSAH 19 experiences high volumes during the peak hours, increasing the safety concerns for commuting trail users during the same period.

The nearest parallel crossing of CSAH 19 at Smithtown Crossing is located 0.33 miles south of the trail crossing, and requires people walking or biking to travel with CSAH 19 traffic or on the sidewalk, see Figure 3. The signalized intersection

includes pedestrian push buttons and crosswalk, but requires the crossing of three lanes with no refuge. The project improves the safety for all LMRT and CSAH 19 users.

Connectivity: This project improves the continuity and multimodal connections across multiple jurisdictions. The LMRT is a Tier 1 alignment in the RBTN and CSAH 19 is identified as a RBTN Tier 1 corridor to the north of the project location. These RBTN designations speak to the significance of the connections the trail offers throughout the region. The lack of surrounding facilities increases the importance of the LMRT for providing connectivity to other areas. With the construction of a trail bridge, users will have access to 15 miles of non-motorized travel across southern Hennepin County into Carver County, improving the connectivity to other regional trails, bikeways, transit corridors and designations within the metro area. The continuity provided by the removal of the gap/stop condition makes the LMRT whole.

Measure B: Project Improvements

The Lake Minnetonka LRT Regional Trail (LMRT) and CSAH 19 have historically experienced high volumes for their respective modes, creating bicycle/pedestrian and vehicular conflicts at the intersection of the two corridors. Of the 28 at-grade crossings along the LMRT, CSAH 19 has the greatest safety concerns. The LMRT experiences approximately 421,700 trail users annually, specifically, a daily average of 317 weekday and 965 weekend day trail users at the intersection. CSAH 19 serves as an important north/south corridor through the Lake Minnetonka area, as it is the connection across the lake. The Average Daily Traffic on the 35 mph, two-lane roadway was 13,200 vehicles per day in 2014 through the project area. Though CSAH 19 is posted at 35 mph, travel speeds of up to 55 mph were observed during a 2015 traffic survey.

Response (Limit 2,800 characters; approximately 400 words)

In 2008, a refuge median and trail crossing signage were installed at the intersection to improve non-motorist safety as they cross through the intersection. Confusion has been expressed over the correct legal behavior regarding who has the right-of-way through the intersection. Trail users are stop controlled and no marked crosswalk is present, providing motorists with the legal right-of-way. The refuge was designed to provide a two-stage crossing (crossing one lane at a time); however, use of the refuge is rarely observed.

Ten crashes were reported on CSAH 19 within 300-feet of the trail intersection between 2011 and 2015. One rear end crash was reported at the intersection of the LMRT and CSAH 19. Public input received during planning and design efforts for the project noted multiple crashes at the intersection as a result of motorist confusion over which mode was afforded the right-of-way, resulting

in rear end crashes or near misses. The minor nature of these crashes may contribute to the inconsistencies between reports.

Dense foliage is located on either side of the trail crossing, and may obscure sight lines for people biking, walking and driving, reducing the ability for either user to view approaching traffic conflicts.

According to the 2007 MnDOT Bikeway Facility Design Manual, bikeway intersections with roads of 9,000 ADT and speed limits greater than 30 mph have two recommended treatments. A grade separated crossing is considered a "good" treatment for an intersection with the volumes and speeds of CSAH 19. The proposed project removes the barrier by implementing the preferred solution of a grade separated crossing.

The proposed trail bridge will eliminate the bicycle/pedestrian and vehicular conflicts at the intersection of LMRT and CSAH 19. By remedying the safety concerns at the intersection, the entire LMRT is safer and serves a greater number of people who otherwise avoided this segment.

Measure A: Multimodal Elements

The Lake Minnetonka LRT Regional Trail (LMRT) supports multiple modes of transportation. The regional trail provides access to twenty-eight bus stops within a quarter mile, ten regional trails, and multiple local trails, see Figure 1. The LMRT at CSAH 19 supports both pedestrian and bicycle activity, with over 20 percent of people being runners and hikers. CSAH 19 includes two vehicular travel lanes and a 6 foot sidewalk. People biking, walking, driving and using transit (Metro Transit Express Route 671) utilize these facilities.

Response (Limit 1,400 characters; approximately 200 words)

The 671 Express Route to Minneapolis travels along CSAH 19, connecting Orono to downtown Minneapolis. This is the closest transit option for residents in Shorewood and Tonka Bay, with a stop 100 feet north of the project area. Local access connections on either side of CSAH 19 will provide trail users with connections to the 671 Express Route stops of the intersection and access to the local facilities. Offering separate facilities for motorized and non-motorized transportation modes improves the safety for both. Ensuring safe access between the trail and CSAH 19 affords people, especially those coming from the west, the opportunity to safely access transit to the urban center by non-motorized means of transportation.

Transit Projects Not Requiring Construction

If the applicant is completing a transit or TDM application that is operations only, check the box and do not complete the remainder of the form.

These projects will receive full points for the Risk Assessment.

Park-and-Ride and other transit construction projects require completion of the Risk Assessment below.

Check Here if Your Transit Project Does Not Require Construction

Measure A: Risk Assessment

1) Project Scope (5 Percent of Points)

Meetings or contacts with stakeholders have occurred

Yes

100%

Stakeholders have been identified

40%

Stakeholders have not been identified or contacted

0%

2)Layout or Preliminary Plan (5 Percent of Points)

Layout or Preliminary Plan completed

Yes

100%

Layout or Preliminary Plan started

50%

Layout or Preliminary Plan has not been started

0%

Anticipated date or date of completion

05/24/2014

3)Environmental Documentation (5 Percent of Points)

EIS

EA

PM

Yes

Document Status:

Document approved (include copy of signed cover sheet)

Yes

100%

Document submitted to State Aid for review

75%

date submitted

Document in progress; environmental impacts identified; review request letters sent

50%

Document not started

0%

Anticipated date or date of completion/approval

02/20/2014

4)Review of Section 106 Historic Resources (10 Percent of Points)

No known historic properties eligible for or listed in the National Register of Historic Places are located in the project area, and project is not located on an identified historic bridge

Yes

100%

Historic/archeological review under way; determination of no historic properties affected or no adverse effect anticipated

80%

Historic/archaeological review under way; determination of adverse effect anticipated

40%

Unsure if there are any historic/archaeological resources in the project area

0%

Anticipated date or date of completion of historic/archeological review: 05/14/2013

Project is located on an identified historic bridge

5)Review of Section 4f/6f Resources (10 Percent of Points)

4(f) Does the project impacts any public parks, public wildlife refuges, public golf courses, wild & scenic rivers or public private historic properties?

6(f) Does the project impact any public parks, public wildlife refuges, public golf courses, wild & scenic rivers or historic property that was purchased or improved with federal funds?

No Section 4f/6f resources located in the project area

100%

No impact to 4f property. The project is an independent bikeway/walkway project covered by the bikeway/walkway Negative Declaration statement; letter of support received Yes

100%

Section 4f resources present within the project area, but no known adverse effects

80%

Project impacts to Section 4f/6f resources likely coordination/documentation has begun

50%

Project impacts to Section 4f/6f resources likely coordination/documentation has not begun

30%

Unsure if there are any impacts to Section 4f/6f resources in the project area

0%

6)Right-of-Way (15 Percent of Points)

Right-of-way, permanent or temporary easements not required

100%

Right-of-way, permanent or temporary easements has/have been acquired

100%

Right-of-way, permanent or temporary easements required, offers made

75%

Right-of-way, permanent or temporary easements required, appraisals made

50%

Right-of-way, permanent or temporary easements required, parcels identified Yes

25%

Right-of-way, permanent or temporary easements required, parcels not identified

0%

Right-of-way, permanent or temporary easements identification has not been completed

0%

Anticipated date or date of acquisition

07/01/2019

7)Railroad Involvement (25 Percent of Points)

No railroad involvement on project

100%

Railroad Right-of-Way Agreement is executed (include signature page)

Yes

100%

Railroad Right-of-Way Agreement required; Agreement has been initiated

60%

Railroad Right-of-Way Agreement required; negotiations have begun

40%

Railroad Right-of-Way Agreement required; negotiations not begun

0%

Anticipated date or date of executed Agreement

07/30/1992

8)Interchange Approval (15 Percent of Points)*

**Please contact Karen Scheffing at MnDOT (Karen.Scheffing@state.mn.us or 651-234-7784) to determine if your project needs to go through the Metropolitan Council/MnDOT Highway Interchange Request Committee.*

Project does not involve construction of a new/expanded interchange or new interchange ramps

Yes

100%

Interchange project has been approved by the Metropolitan Council/MnDOT Highway Interchange Request Committee

100%

Interchange project has not been approved by the Metropolitan Council/MnDOT Highway Interchange Request Committee

0%

9)Construction Documents/Plan (10 Percent of Points)

Construction plans completed/approved (include signed title sheet)

Yes

100%

Construction plans submitted to State Aid for review

75%

Construction plans in progress; at least 30% completion

50%

Construction plans have not been started

0%

Anticipated date or date of completion 05/24/2014

10) Letting

Anticipated Letting Date 01/01/2020

Measure A: Cost Effectiveness

Total Project Cost (entered in Project Cost Form): \$3,658,406.00

Enter Amount of the Noise Walls: \$0.00

Total Project Cost subtract the amount of the noise walls: \$3,658,406.00

Points Awarded in Previous Criteria

Cost Effectiveness \$0.00

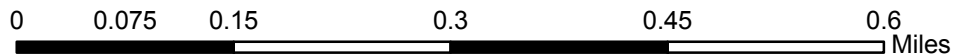
Other Attachments

File Name	Description	File Size
City of Shorewood Letter of Support.pdf	Letter of Support from the City of Shorewood	291 KB
City of Tonka Bay Letter of Support.pdf	Letter of Support from the City of Tonka Bay	262 KB
HCRRA Construction Right of Way Agreement.pdf	Agreement with Hennepin County Regional Railroad Authority for construction.	1.4 MB
HCRRA Right of Way Agreement.pdf	Right-of-way agreement with Hennepin County Regional Railroad Authority.	415 KB
Hennepin County Letter of Support.pdf	Letter of Support from Hennepin County	278 KB
Hennepin County Regional Railroad Authority Letter of Support.pdf	Letter of Support from the Hennepin County Regional Railroad Authority	344 KB
Lake Minnetonka LRT Regional Trail - MetCouncilFigures.pdf	Regional Solicitation demographic figures.	391 KB
Lake Minnetonka LRT Regional Trail - Regional Solicitation Application Figures.pdf	Lake Minnetonka LRT Regional Trail Application Figures	22.2 MB
Shorewood 4(f) resource letter.pdf	City of Shorewood 4(f) Resource Letter	251 KB
Three Rivers Park District 4(f) resource letter.pdf	Three Rivers Park District 4(f) Resource Letter	73 KB
Tonka Bay 4(f) resource letter.pdf	City of Tonka Bay 4(f) Resource Letter	68 KB

Project to RBTN Orientation



- Project
- RBTN Corridor Centerlines
- RBTN Tier 1 Alignment
- Principal Arterials
- Minor Arterials
- RBTN Tier 2
- RBTN Tier 1



Created: 6/6/2016
LandscapeRSA1



For complete disclaimer of accuracy, please visit
<http://giswebsite.metc.state.mn.us/gissitenew/notice.aspx>

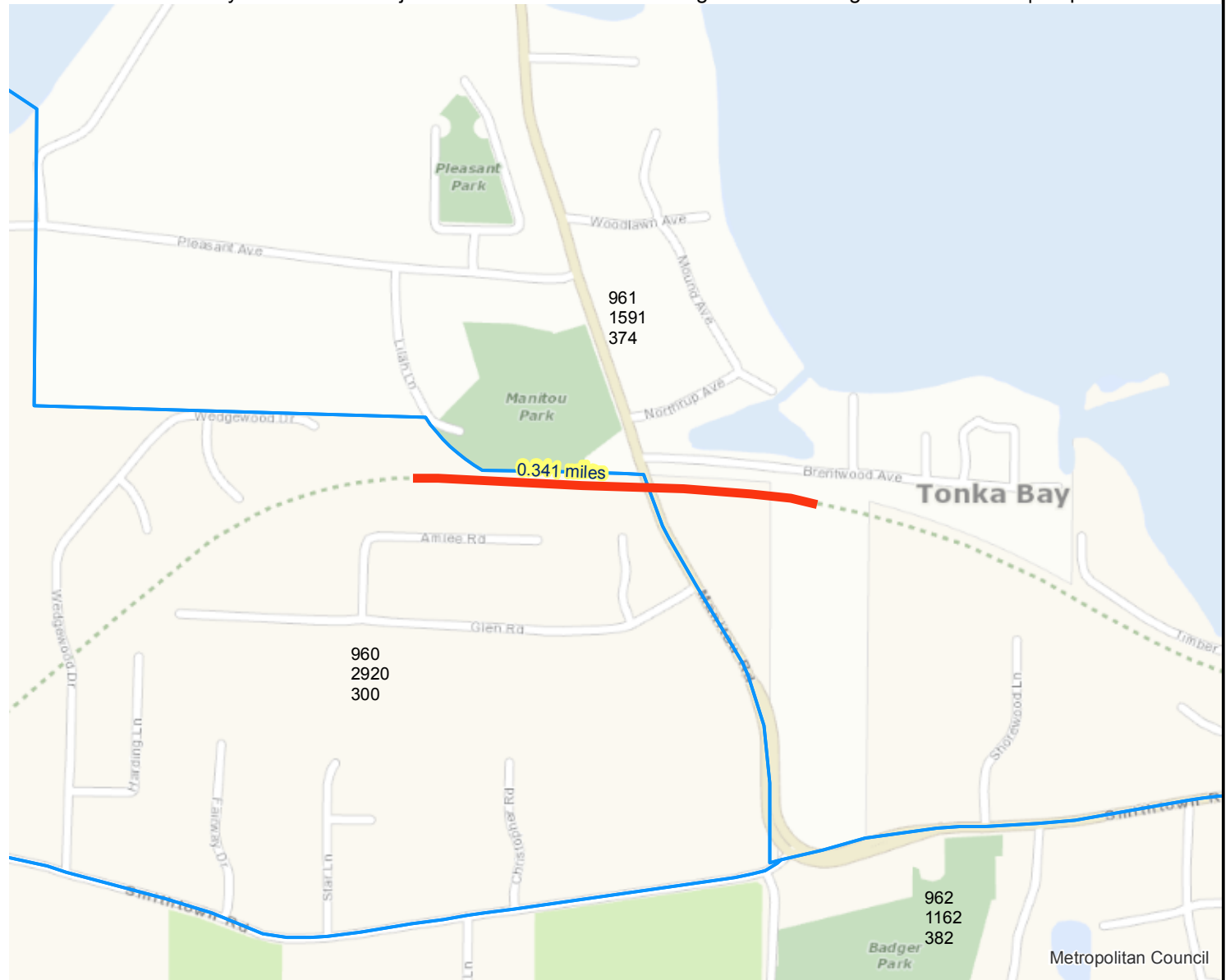


NCompass Technologies

Population Summary

Results

Within ONE Mile of project:
Total Population: 9682
Total Employment: 3487



Project School

2010 TAZ



Created: 6/6/2016
LandscapeRSA4

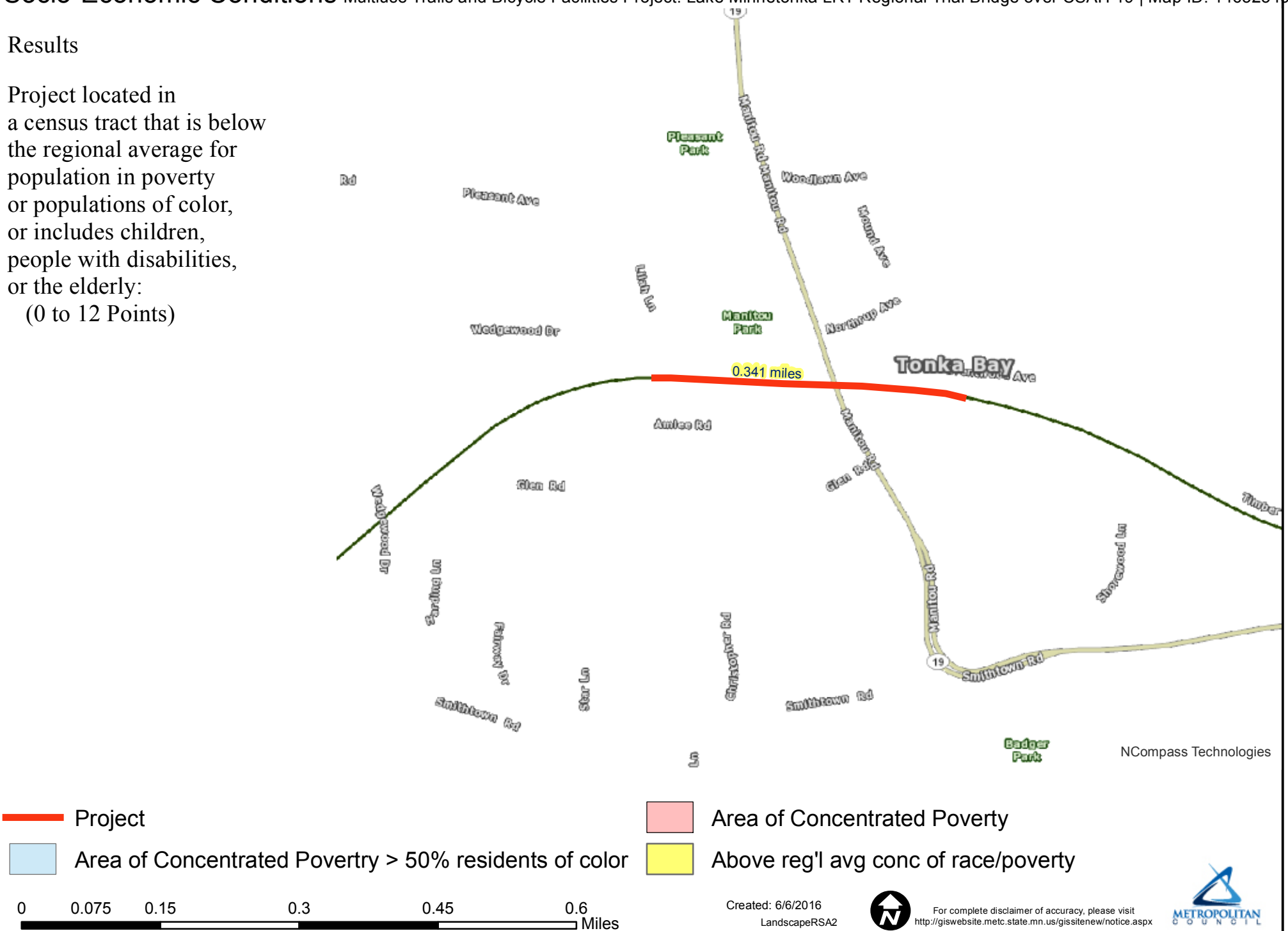


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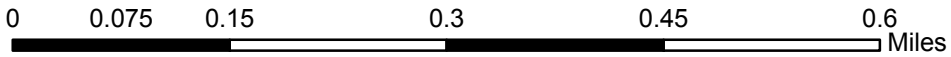


Results

Project located in a census tract that is below the regional average for population in poverty or populations of color, or includes children, people with disabilities, or the elderly:
(0 to 12 Points)



- Project
- Area of Concentrated Poverty > 50% residents of color
- Area of Concentrated Poverty
- Above reg'l avg conc of race/poverty

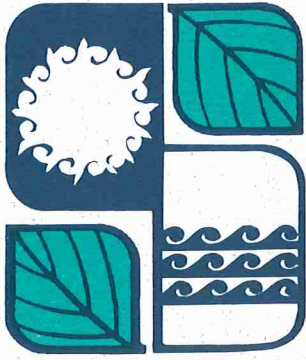


Created: 6/6/2016
LandscapeRSA2



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<http://giswebsite.metc.state.mn.us/gissitenew/notice.aspx>





CITY OF SHOREWOOD

5755 COUNTRY CLUB ROAD • SHOREWOOD, MINNESOTA 55331-8927 • (952) 960-7900
FAX (952) 474-0128 • www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

June 16, 2016

Ms. Kelly Grissman
Director of Planning
Three Rivers Park District
3000 Xenium Lane N
Plymouth, MN 55441

Re: Letter of Support for 2016 Metropolitan Council Regional Solicitation for Federal Transportation Funding: Lake Minnetonka LRT Regional Trail Safe Bridge at CSAH 19

Ms. Grissman,

City of Shorewood supports the request from Three Rivers Park District for Regional Solicitation funds for the following project:

Lake Minnetonka LRT Regional Trail Safe Bridge at CSAH 19

Build a pedestrian and bicycle bridge on the existing Lake Minnetonka LRT Regional Trail at County State Aid Highway 19 (CSAH 19), a two-lane highway in Shorewood near Tonka Bay. The project includes construction of the crossing. The bridge will correct a critical safety issue and remove a barrier to regional non-motorized transportation.

Thank you for seeking funding for this regionally significant project.

Sincerely,
City of Shorewood

A handwritten signature in blue ink, appearing to read 'Scott Zerby', is written over a blue horizontal line.

Scott Zerby
Mayor



City of Tonka Bay

4901 Manitou Road, Tonka Bay, Minnesota 55331 (952) 474-7994

June 16, 2016

Ms. Kelly Grissman
Director of Planning
Three Rivers Park District
3000 Xenium Lane N
Plymouth, MN 55441

Re: Letter of Support for 2016 Metropolitan Council Regional Solicitation for Federal Transportation Funding: Lake Minnetonka LRT Regional Trail Safe Bridge at CSAH 19

Ms. Grissman,

The City of Tonka Bay supports the request from Three Rivers Park District for Regional Solicitation funds for the following project:

Lake Minnetonka LRT Regional Trail Safe Bridge at CSAH 19

Build a pedestrian and bicycle bridge on the existing Lake Minnetonka LRT Regional Trail at County State Aid Highway 19 (CSAH 19), a two-lane highway in Shorewood near Tonka Bay. The project includes construction of the crossing. The bridge will correct a critical safety issue and remove a barrier to regional non-motorized transportation.

Thank you for seeking funding for this regionally significant project.

Sincerely,
City of Tonka Bay


Gerry De La Vega
Mayor

SECOND RESTATED AND AMENDED LEASE AGREEMENT NO. 73-34131

THIS RESTATED AND AMENDED AGREEMENT, entered into by and between the HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision, hereinafter referred to as the "HCRRA", and **J & L Development LLC, 15 Brentwood Avenue, Tonka Bay, Minnesota 55331**, a Minnesota limited liability company, hereinafter referred to as the "TENANT";

WITNESSETH:

WHEREAS, HCRRA and TENANT entered into a certain Lease Agreement bearing Contract No. 73-34131, dated November 26, 2002, as amended by First Amendment to Lease Agreement No. 73-34131, dated November 27, 2007, and further amended by Restated and Amended Lease Agreement No. 73-34131, dated November 27, 2012, for parking, material storage and fence purposes;

WHEREAS, Three Rivers Park District plans to erect a new pedestrian bridge over CSAH 19 / Manitou Road and requires a portion of the Premises for both permanent and temporary construction purposes;

WHEREAS, HCRRA and TENANT desire to further amend the Lease, as previously amended and Restated and Amended, in certain particulars;

NOW, THEREFORE, the parties mutually agree to this Second Restated and Amended Agreement, and agree that the following be substituted for and replace in its entirety all of the prior terms and conditions of all prior agreements, except that any prior agreement will still govern as to matters then covered.

I. PREMISES

TENANT agrees to lease from HCRRA, and HCRRA agrees to lease to TENANT, that certain property described as follows:

1. June 1, 2014 thru July 31, 2015

A strip of vacant land located at the northerly property line of the Hennepin County Regional Railroad Authority Hopkins to Victoria right of way, said Hopkins to Victoria right-of-way being described on HCRRA property map No. 1 (C. R. Doc. 5404251), as shown in white hatch marks on Exhibit A and encompassing 5,086 square feet more or less, in the City of Tonka Bay (Hereinafter referred to as "Premises During Construction".)

2. July 31, 2015 thru November 30, 2017

A strip of vacant land located at the northerly property line of the Hennepin County Regional Railroad Authority Hopkins to Victoria right of way, said Hopkins to Victoria right-of-way being described on HCRRA property map No. 1 (C. R. Doc. 5404251), as shown in white hatch marks and red cross hatch marks on Exhibit A and encompassing 6,453 square feet more or less, in the City of Tonka Bay (Hereinafter referred to as "Premises After Construction".)

Exhibit A is attached and incorporated by reference in this Lease.

For purposes of the recitals and Articles II through XX, use of the term "Premises" refers to either the "Premises During Construction" set forth in paragraph 1 above, or the "Premises After Construction" set forth in paragraph 2 above, depending on the relevant time frame.

II. USE OF PREMISES

The Premises shall be for the use of TENANT, its agents, officers and employees and invitees for the following specified purpose and shall be limited to that specified use:

Parking, material storage and fence.

III. TERM AND TERMINATION

TENANT acknowledges that the Premises were acquired by HCRRA specifically and solely for the purpose of constructing a light rail transit, or other transportation system, and its associated facilities and that it is HCRRA's intention to lease the Premises only until they are needed for that purpose. Nothing in this Lease shall be deemed to evidence any change by HCRRA of its intended use of the Premises for light rail transit purposes or other permitted transportation purposes. Rather, HCRRA has agreed to the terms of this Lease to provide a temporary income-producing use for the Premises during the time required for further planning and development of the light rail transit system or other transportation system.

The term of this Lease shall be for a period of **forty two (42) months** commencing on **June 1, 2014** and terminating at 2400 hours on **November 30, 2017**.

HCRRA or TENANT may terminate this Lease or any renewal, at any time, or for any reason, by giving thirty (30) days' written notice to the other party. Thirty (30) days' after service of said notice, this Lease and all rights and obligations hereunder shall terminate except for such rights as may have accrued to either party prior to such termination. At the termination of this Lease, by notice or upon expiration of the Lease

term, within thirty (30) days without further notice or demand, TENANT shall deliver possession of the Premises to HCRRA and shall remove all personal property, including without limitation, buildings, sheds, fences, paving and other tenant improvements located on the Premises and fill all excavations that may have been made, and surrender complete possession of the Premises to HCRRA in a condition satisfactory to HCRRA. If TENANT shall fail to remove such property, its right to do so shall cease at the option of HCRRA, and TENANT's title thereto shall be forfeited and the same shall belong to HCRRA, or in such case, if HCRRA so elects, HCRRA may, at any time after the termination, tear down and/or remove any or all such property at the expense of TENANT without any liability for damages or other compensation. TENANT shall thereupon promptly reimburse HCRRA for all expenses incurred in such removal, including cost to fill excavations created from the removal.

Upon termination of this Lease by notice, rent shall be paid by the TENANT to the date of termination fixed by said notice, and if rent has been paid in advance, HCRRA shall refund to TENANT the unearned portion for the period extending beyond such date of termination, and TENANT shall have no further rights under this Lease.

IV. RENT

A. Base Rent

1. June 1, 2014 thru July 31, 2015

For the period commencing on June 1, 2014, and terminating on July 31, 2015, TENANT agrees to pay in advance to HCRRA the sum of Two Thousand Four Hundred Seventeen and 71/100 Dollars (\$2,407.71) annually as base rent for said premises.

2. August 1, 2015 thru November 30, 2015

For the period commencing on August 1, 2015, and terminating on November 30, 2015, TENANT agrees to pay in advance to HCRRA the sum of Three Thousand Fifty Four and 85/100 Dollars (\$3,054.85) annually as base rent for said premises.

3. December 1, 2015 thru November 30, 2017

For the period commencing on December 1, 2015, and terminating November 30, 2017, the annual rental rate shall be determined by the HCRRA in accordance with the following method:

Effective December 1, 2015, HCRRA may increase the annual rent by a percentage equal to the percentage, if any, that the Minneapolis-St. Paul Consumer Price Index (CPI-U) All Items/All Urban Consumers established by the Bureau of Labor

Statistics for the second half of the year ending on December 31, 2014, exceeds the Minneapolis-St. Paul Consumer Price Index (CPI-U) All Items/All Urban Consumers established as of December 31, 2011. Provided, however, that HCRRA provides TENANT with a statement of the percentage increase and resulting new rental rate at least one hundred (60) days prior to the effective date of the increase. It is further agreed between the parties hereto, that the TENANT, upon reviewing such adjustment in the rent, may elect to terminate this Lease by giving ninety (30) days written notice to vacate the Premises, whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of ninety (30) days' notice and as contained in Section III. Such adjustment in the base rent shall apply to the next twenty-four month period.

At all times during the term of this Lease, all such base rents shall be due and payable on the first day of each anniversary year of this Lease and shall be delivered in person or mailed to HCRRA at the address set forth in Section XV.

B. Taxes and Operating Costs

TENANT shall pay to HCRRA, in lieu of property taxes, an annual amount equal to thirty percent (30%) of the base rent as described in Section IV.A. The payment shall be due and payable on the first day of each anniversary year of this Lease, and shall be submitted to HCRRA together with base rent payments.

TENANT pays all costs for water, sewer, heat, and electricity and any other utilities, if any, used or consumed in connection with the Premises, including waste or trash removal costs and snow removal costs.

V. MAINTENANCE AND REPAIRS

At all times during its occupancy of the Premises, TENANT shall be responsible to maintain, at its own expense, the Premises and equipment and other property located thereon in good repair, including without limitation, regular waste and snow removal. TENANT shall use reasonable precaution to prevent waste, damage, or injury on the Premises; and shall modify, repair, or replace the equipment and other property when necessary.

No posters, signs or advertising matter of any kind shall be posted on the Premises other than advertisements of signs relating strictly to the business which is being conducted thereon.

HCRRA shall not be liable to TENANT or those claiming by, through, or under TENANT for any injury, death, or property damage occurring in, on, or about the Premises. Without limitations of the foregoing, HCRRA shall not be liable for any loss or damage which may be sustained by TENANT or others in, about, or adjacent to the Premises by reason of the present or future condition of repair of the Premises, or for loss

or damage arising from the acts or omissions of TENANT or other tenants or occupants.

Without limitation to the foregoing, HCRRA shall not be liable for any loss or damage which may be sustained by TENANT or others by reason of the freezing, bursting, overflowing, or defect of any water, sewer, gas or steam pipes, closets, or sinks in, about, or adjacent to the Leased Premises, nor for any loss or damage which directly or indirectly may be sustained because of water, ice or snow from roof, skylights, trap doors, or otherwise.

TENANT shall make no alterations, additions, or improvements to the Premises or modify the use or purpose of the Premises without prior written consent from HCRRA.

VI. INDEMNIFICATION AND INSURANCE

A. Indemnification

TENANT shall defend, indemnify, and hold harmless HCRRA, its officials, officers, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of TENANT, its contractors, subcontractors, officers, agents, employees, customers or invitees, in the performance of this Lease.

B. Insurance

In order to protect HCRRA and those listed above under the indemnification section, TENANT agrees at all times during the term of this Lease to have and keep in force the following insurance coverages:

1. Commercial General Liability on an occurrence basis with contractual liability coverage.

	<u>Limits</u>
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,500,000
Each Occurrence - Combined Bodily Injury and Property Damage	1,500,000

2. Automobile Liability - Combined
single limit each occurrence coverage for bodily
injury and property damage covering owned, non-
owned, and hired automobiles.

2,000,000

3. Workers' Compensation and Employer's Liability:

- a. Workers' Compensation.

Statutory

Premises clear and safe. TENANT shall not permit the existence of any nuisance on the Premises.

TENANT shall not park any car, truck, equipment, or piece of machinery which is partially dismantled, non-operating, unlicensed, wrecked, junked, or that which is used only as a source for parts, on the Premises.

IX. TRADE FIXTURES, MACHINERY, AND EQUIPMENT

HCRRA agrees that all trade fixtures, machinery, equipment, furniture, or other personal property kept or installed on the Leased Premises by TENANT shall not become the property of HCRRA and may be removed by TENANT, subject to HCRRA's rights as set forth in Section III.

TENANT agrees that it shall be fully responsible for the repair of any damage to the Leased Premises caused by the removal of any of its trade fixtures, machinery, equipment, furniture, or other personal property.

X. REMEDIES OF HCRRA

If TENANT breaches or defaults on any of the conditions, covenants or agreements of this Lease, which breach or default shall continue for fifteen (15) days after TENANT's receipt of written notice thereof from HCRRA, then it shall be lawful for HCRRA, then or at any time thereafter, to declare this Lease ended, and to re-enter the Premises and take possession thereof and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of ninety (90) days' notice; any waiver at any time of a breach of any condition, covenant or agreement of this Lease shall extend only to the particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreement, or the right of HCRRA thereafter to avail itself of same and any subsequent breach thereof. In the event HCRRA has to take action for repossession of the Premises, TENANT, its assigns or heirs shall be liable for reasonable attorney's fees incurred by HCRRA.

XI. ENVIRONMENTAL CONCERNS

TENANT shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. TENANT shall defend, indemnify and hold harmless HCRRA and its affiliates from any suit or claim growing out of any damages alleged to have been caused by, contributed to, or aggravated by the violation by TENANT, TENANT's contractors, subcontractors or agents or any subtenant's violation of any federal, state or local laws, ordinances, regulations or requirements pertaining to air, water (surface or groundwater) or noise pollution or any toxic, hazardous or solid substances or wastes, pollutants or contaminants, including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated

biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products (all of which are hereinafter collectively referred to as "Contamination") and the storage, handling, use or disposal of Contamination by TENANT, any subtenant, contractor, subcontractor or agent of TENANT performing work on or from the Premises. TENANT shall bear the expense of all practices or work, preventative, investigative or remedial, which may be required because of any conditions of the Premises caused by TENANT or any use of the Premises by TENANT or those claiming by, through, or under TENANT, during TENANT's period of occupancy or during TENANT's ownership or use prior to the date of this Lease. TENANT expressly agrees that the indemnification defense and hold harmless obligations it hereby assumes shall survive cancellation of this Lease. TENANT agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until HCRRA discovers any such health or environmental impairment and a remedial action plan necessary for development of the Premises to its highest and best use has been identified and approved by appropriate local, state and federal regulatory agencies. TENANT hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

HCRRA shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect the Premises for Contamination and in the course thereof to conduct soil and groundwater testing. HCRRA may enter the Premises during regular business hours of TENANT without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of TENANT or without if HCRRA reasonably believes that an emergency exists on the Premises. HCRRA shall conduct any such inspections or testing so as to minimize interference with TENANT's business operations. HCRRA's entry onto the Premises pursuant to this paragraph shall not relieve the TENANT's obligation to pay rent under this Lease.

Notwithstanding the foregoing, TENANT is not responsible, by virtue of the terms of this Lease, for any Contamination existing on the Premises prior to TENANT's use or occupancy of the Premises.

XII. TESTING PROVISION

At the request of HCRRA, upon the termination of the Lease, or during the term hereof, TENANT shall pay for the services of a state-approved contractor to sample any visibly contaminated areas of the Premises. For any contaminated areas, TENANT's contractor shall provide remediation recommendations to HCRRA, and shall perform remediation to the satisfaction of HCRRA. Copies of the results shall be forwarded to HCRRA by TENANT to ensure that the Premises are returned to HCRRA reasonably free of Contamination and in compliance with all applicable environmental laws, ordinances, regulations and requirements. The provisions of this paragraph shall survive the termination of this Lease.

Notwithstanding the foregoing, TENANT is not responsible, by virtue of the terms of this Lease, for any testing or sampling costs resulting from Contamination existing on the Premises prior to TENANT's use or occupancy of the Premises.

XIII. RIGHT OF ENTRY

HCRRA may enter the Premises at any time to examine, inspect, or protect the Premises and to make alterations, renovations, or repairs or to show the Premises to prospective tenants or purchasers.

XIV. AMENDMENTS

No waivers, alterations or modifications of this Lease or any agreements in connection therewith shall be valid unless in writing duly executed by both HCRRA and TENANT herein.

XV. NOTICES

All notices required or permitted pursuant to this Lease shall be directed to the following individuals and shall be either hand-delivered or mailed to the following addresses:

To TENANT: J & L Development LLC
15 Brentwood Avenue
Tonka Bay, MN 55331

To HCRRA: Hennepin County Regional Railroad Authority
701 Fourth Avenue South, Suite 400
Minneapolis, MN 55415-1843
Attention: Director, Housing, Community Works and Transit

XVI. ACCEPTANCE

TENANT also accepts the Premises subject to any want or failure at any time of HCRRA's title to the Premises or any part thereof and TENANT shall assume any damages sustained by TENANT in connection therewith. TENANT also accepts such Premises subject to rights of any party, including HCRRA, in and to any existing roadways and easements. TENANT agrees to provide to HCRRA or other tenants of HCRRA access over and through the Premises on these roadways and easements should such access be deemed necessary by HCRRA. TENANT accepts the Premises subject to the right of HCRRA, its employees, agents and contractors to walk upon the Premises to repair adjacent property and the right of HCRRA, its employees, agents and contractors to temporarily place equipment upon the Premises for the purpose of maintaining, repairing or inspecting or constructing upon HCRRA's adjacent property.

This Lease shall be subject to the rights of all licenses, permits and easements for poles, wires, pipelines, sewers and billboards that exist or may be placed upon, across, above, or underneath the Premises by HCRRA, its employees, agents, licensees and representatives or invitees. HCRRA reserves unto itself, its employees, agents, licensees and representatives the right to place additional poles, wires, pipelines, sewers and billboards upon, across, above, or underneath the Premises and agrees that any such additional placements shall be conducted in a manner as to not unreasonably interfere with TENANT's operations thereon.

XVII. LIENS AND ENCUMBRANCES

TENANT shall not permit any liens or encumbrances to be established or to remain against the Premises. Liens or encumbrances for purposes of this section mean any mortgage, pledge, security interest, lien or encumbrance on (or affecting) any portion of the Premises, including (without limitation) tax liens or encumbrances and liens or encumbrances with respect to work performed or equipment or material furnished in connection with TENANT's use of the Premises.

XVIII. SECURITY DEPOSIT

TENANT agrees to deposit with HCRRA the sum Zero and 00/100 Dollars (\$0.00). The sum shall be held by HCRRA as security for the faithful performance by TENANT of all terms, covenants and conditions of the Lease. If TENANT defaults with respect to any provision of this Lease, HCRRA may use, apply or retain all or any part of this security deposit to remedy the default. If any portion of the deposit is so used or applied, TENANT shall, five (5) days after written demand by HCRRA, deposit cash with HCRRA in an amount sufficient to restore the security deposit to its original amount and TENANT's failure to do so shall be a breach of this Lease. HCRRA shall not be required to keep the security deposit separate from its general funds, and TENANT shall not be entitled to interest on any such deposit, except as required by statute for residential leases.

XIX. EMINENT DOMAIN

This Lease shall automatically terminate upon the commencement of any eminent domain action over any or all of the area constituting the Premises, and all rights TENANT has under this Lease to the Premises shall cease.

XX. THREE RIVERS PARK DISTRICT PERMIT AGREEMENT

TENANT agrees that the rights contained in this Lease are subject to and subordinate to the rights granted and contained in the Permit Agreement between HCRRA and Three Rivers Park District A09222 (parcel 73-34001) dated July 30, 1992, and that TENANT shall comply with all rules and regulations of the Three Rivers Park District in regards to the exercise of its rights over HCRRA's right of way, including but not

limited to those regarding safety. This provision is intended solely to be to the benefit of HCRRA and is not intended to create rights in third party beneficiaries.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

HCRRA BOARD APPROVAL

TENANT, having signed this Lease, and the Hennepin County Regional Railroad Authority's Board of Commissioners having duly approved this Lease on the 20 day of May, 2014, and pursuant to such approval, the proper HCRRA officials having signed this Lease, the parties hereto agree to be bound by the provisions herein set forth.

Reviewed by the
County Attorney's Office

HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY

Howard O. A.

By:

[Signature]
Chair of its Board

Date: 7/22/14

And:

[Signature]
Deputy/Executive Director

ATTEST:

[Signature]
Deputy/Clerk of HCRRA Board

J & L DEVELOPMENT LLC

The TENANT certifies that the person who executed this Lease is authorized to do so on behalf of the TENANT as required by applicable articles, bylaws, resolutions or ordinances.*

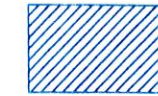
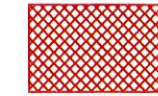

By: Robert Johnson

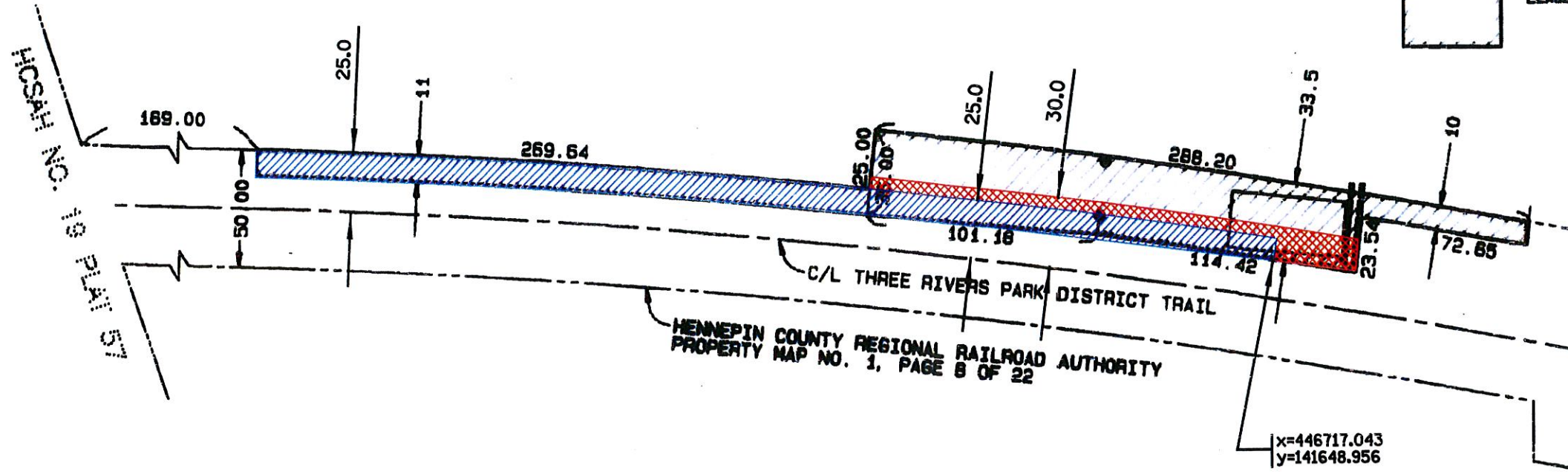
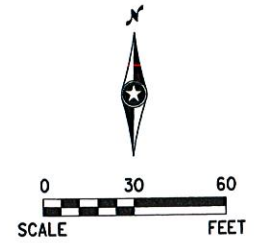
Title: Partner

Date: 6-24-14

*TENANT shall submit applicable documentation (articles, bylaws, resolutions, or ordinances) that confirm the signatory's delegation of authority. This documentation shall be submitted at the time TENANT returns the Lease to the HCRRA. Documentation is not required for a sole proprietorship.

SKETCH OF: J & L DEVELOPMENT LLC LEASE AGREEMENT AREA

-  AREA REQUESTED FOR PARK DISTRICT REGIONAL TRAIL
-  AREA REQUESTED FOR DURATION OF CONSTRUCTION
-  LEASE AREA



BEARINGS SHOWN ON THIS SURVEY ARE BASED ON HENNEPIN COUNTY GROUND MAP 83 1988 ADJUSTMENT FROM 1991 PUBLISHED VALUES



CSP 770

NOVEMBER, 2012







WILLIAM P. BROWN
HENNEPIN COUNTY SURVEYOR


I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

William P. Brown 11/09/2012
Date
William P. Brown
License No. 19927

This Survey is subject to any facts that may be disclosed by a full and accurate title search.

LEGEND

-  TRAIL RIGHT OF WAY
-  EDGE OF CONCRETE
-  WOOD FENCE
-  WOOD RETAINING WALL
-  CHAINLINK FENCE
-  GATE POST

 Hennepin County
Taxpayer Services Department
Survey Division

8038 3/21/2014 H:\Projects\8038\Bases\Graphics\8038_fig_HCRRRA.dgn

HCRRRA LEASED LAND

LAKE MINNETONKA LRT REGIONAL TRAIL BRIDGE OVER CSAH 19 (MANITOU ROAD)
S.P. 091-090-072
THREE RIVERS PARK DISTRICT

Figure HCRRRA 01

PERMIT AGREEMENT

TE 64
LRT PERMIT

This agreement, entered into by and between the Hennepin County Regional Rail Authority, a Minnesota political subdivision, ("Permittor") and Suburban Hennepin Regional Park District, a Minnesota political subdivision ("Permittee").

In consideration of the covenants by and between the parties, it is hereby agreed:

1. Premises.

Permittor hereby agrees to grant certain rights and benefits to Permittee hereinafter described with regard to that certain real property located in Hennepin and Carver Counties, Minnesota, described as follows:

The center 16 feet generally conforming to the track bed of all those portions of the HCRRA right-of-way as delineated on HCRRA Property Maps. No. 1 and No. 12 on file or of record with the Hennepin County Recorder. More generally described as that part of said right-of-way from State Highway 169 in Hopkins to a point immediately westerly of State Highway 5, in Victoria in Carver County.

The said real estate shall be hereinafter described as the "Premises."

2. Uses.

The Premises shall be for the use of Permittee, its agents, officers, employees, subpermittees and invitees for trail purposes only, including but not limited to pedestrian use, cross county skiing, and the riding of horses, bicycles and other vehicles, and for all uses and requirements necessary to the enjoyment of the Premises for said uses. Permittee shall be granted temporary use of adjacent lands controlled by Permittor as

reasonably required for construction and maintenance of the Premises.

3. Term.

The term of this permit shall be for an indefinite period, commencing on July 30, 1992, until termination in accordance with Paragraph 4.

4. Termination.

Either party may at any time terminate this permit by giving thirty (30) days' written notice of its intention to do so. Such notice may be served upon the Hennepin County Regional Rail Authority by delivering a copy thereof to the executive director of the principal office in the Hennepin County Government Center, Minneapolis, Minnesota 55487 or by depositing the same in the United States post office directed to the Executive Director of the principal office. Such notice may be served on the Suburban Hennepin Regional Park District by delivering a copy thereof to its Superintendent, 12615 County Road 9, Plymouth, Minnesota 55441. Except as provided herein, this agreement may not be terminated or revoked by either party hereto.

5. Temporary Nature of Use.

Permittee acknowledges that the Premises was acquired by Permittor specifically and solely for the purpose of constructing a light rail transit system or other permitted transportation uses and its associated facilities and that it is Permittor's intention to allow Permittee to use the Premises only until it is needed for that purpose. Nothing in this Permit shall be deemed to evidence any change by Permittor of its intended use of the Premises for

light rail transit purposes or other permitted transportation uses. Rather, Permittor has agreed to the terms of this Permit to provide a temporary use for the Premises during the time required for further planning and development of the light rail transit system or other permitted transportation uses.

6. Rights Upon Termination.

On the expiration of thirty (30) days after such service of said notice, this permit and all rights hereunder shall thereupon terminate and be at an end, saving and excepting such rights as may have accrued to either party hereunder prior to such termination. Permittee shall without further notice or demand, deliver possession of the Premises to the Permittor at the expiration of said thirty (30) days and shall before the expiration of said thirty (30) days, remove all buildings and property placed upon the Premises which it may desire and have the right to remove. If it shall fail to remove buildings and property, its right shall, at the option of the Permittor, cease and Permittee's interest thereto shall be forfeited and at the same time shall belong to Permittor or, in such case, if the Permittor shall elect, it may, at any time after the expiration of said period of thirty (30) days, tear down and/or remove any or all such buildings and property at the expense of Permittee without any liability for damages thereof in any respect whatsoever and Permittee shall thereupon promptly reimburse Permittor for all expenses incurred by it in doing so.

7. Rent.

Upon any such termination of this permit, rent shall be paid by the Permittee to the date of termination fixed by said notice at the rate of \$1.00 per year.

8. Other Users.

Permittor shall use its best efforts to terminate or amend any permits or leases, or other written permission to the Premises which may previously have been extended to others by Permittor and which conflict with this permit.

9. Subpermits.

Permittee shall have the right to grant permits to subpermittees on the same terms and conditions and for the same uses as are contained in this permit. The Permittor shall have the right to review and approve said subpermits, but such approval shall not be unreasonably withheld. Said subpermits may provide for the survival of such subpermits by consent of Permittor in the event of any failure to perform on the part of Permittee.

10. Signage.

Permittee shall maintain signage, including kiosks, on the Premises identifying the Premises as a temporary trail corridor of the Suburban Hennepin Regional Park District. Any such signage must receive the prior approval of Permittor and also identify the Hennepin County Regional Railroad Authority as the owner of the corridor and that the corridor is reserved for light rail transit or other future transportation uses.

11. Nuisance.

Permittee shall not permit the existence of any nuisance on said Premises. Permittee at all time shall keep said Premises clean and shall comply with all laws, ordinances and regulations respecting Permittee's business and use and occupation of said Premises. Permittee at its sole cost shall make any and all improvements, alterations, repairs and additions and install all appliances required on said Premises by or under any such regulations, ordinances or laws. No bills, posters or advertising matter of any kind shall be posted on said Premises; provided, however, that Permittee may post on appropriate structures, informational materials relating to the trail.

12. Utilities, Title.

Permittee accepts said Premises subject to the rights of any person, firm or corporation, including the Permitter in and to any existing telephone, telegraph and/or other wires, poles and facilities of any kind whatsoever, whether or not of record, and should it at any time become necessary because of Permittee's use of the Premises to relocate any of said poles, wires or facilities by reason of this permit, Permittee shall bear and pay the cost of so doing.

Permittee also accepts said Premises subject to any want or failure at any time of Permitter's title to said Premises or any part thereof and Permittee shall assume any damages sustained by Permittee in connection therewith. Permittee also accepts such Premises subject to rights of any party, including Permitter, in and to any existing roadways and easements. Permittee agrees to

provide to Permittor or other tenants of Permittor access over and through the Premises on these roadways and easements should such access be deemed necessary by Permittor. Permittee accepts said Premises subject to the right of Permittor, its employees, agents and contractors to walk upon said Premises to repair adjacent property and the right of Permittor, its employees, agents and contractors to temporarily place equipment upon the property at Permittor's own responsibility and risk for the purpose of maintaining, repairing or inspecting or constructing upon Permittor's adjacent property.

13. Indemnification.

Permittee shall defend, indemnify and hold harmless Permittor, its Commissioners, officers, agents, and employees from any liability, claims, demands, personal injury, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from an act or omission of Permittee, its agents, employees, customers, invitees, subpermittees or other occupiers of the Premises.

Permittor shall not be liable to Permittee or those claiming by, through, or under Permittee for any injury, death or property damage occurring in, on or about the Premises based upon the construction, operation or maintenance of the Premises by Permittee or any subpermittee, nor for the loss or damage by reason of the present or future condition of repair of the Premises, or for the loss or damage arising from the acts or omissions of Permittee, its agents, employees, customers, invitees, subpermittees or other occupiers of the Premises.

14. Insurance.

Permittee further agrees that if in any case the release and indemnity provided in this section shall not be valid, Permitter shall have the full benefit of any insurance effected by the Permittee upon the property injured, destroyed or damaged and/or against the hazard involved; and Permittee agrees that any and all such insurance shall be so written that the insurer shall have no claim or recourse of any kind whatsoever against Permitter in connection therewith.

15. Waste.

Permittee, in consideration of the permitting of the said Premises, as herein provided, hereby covenants and agrees to pay the rent therefor promptly, as above provided, and fully to abide by and perform all and singular the conditions, covenants and agreements herein contained and to be observed and performed by said Permittee and to yield up said Premises unto the Permitter at the expiration or termination of this permit agreement in as good condition as when entered upon.

16. Quiet Enjoyment.

Permitter has the right and authority to enter into this agreement and if Permittee pays the rent required hereby and otherwise performs the terms hereof to be performed by Permittee, Permittee shall, during the term hereof, be entitled to quiet enjoyment and possession of the Premises subject to the termination provisions hereof. Notwithstanding the foregoing, Permittee acknowledges that the rights provided to it by virtue of the Permit are subject to the provisions of Paragraph 12.

17. Waiver.

No receipt of money by Permittor from Permittee after any default by Permittee or after the expiration of this permit or after the service of any notice or after the commencement of any suit or after final judgment for possession of said Premises, shall waive such default or reinstate, continue or extend the term of this permit or affect any such notice or suit, as the case may be. No waiver of any default of Permittee shall be implied from omission by Permittor to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated.

18. Breach.

It is further agreed between the parties hereto, that if the said Permittee shall breach or make default in any of the conditions, covenants or agreements of this permit, which breach or default shall continue for fifteen (15) days after Permittee's receipt of written notice thereof from Permittor, then it shall be lawful for the Permittor, then or at any time thereafter, to declare this permit ended, and to reenter said Premises and take possession thereof, with or without process of law, and to use any reasonable or necessary lawful force for regaining possession; whereupon the rights and obligations of the parties shall be the same as above specified in the case of termination at the end of thirty (30) days' notice; and it is hereby further agreed and provided that any waiver at any time of a breach of any condition, covenant or agreement of this permit shall extend only to the

particular breach so waived and shall, in no manner, impair or affect the existence of such condition, covenant or agreements, or the right of Permittor thereafter to avail itself of same and any subsequent breach thereof. In the event Permittor has to take action for repossession of said property, Permittee, its assigns or heirs shall be liable for reasonable attorney's fees incurred by Permittor.

19. Assignment.

The benefits and obligations of this permit shall extend to and shall bind the heirs, administrators, executors, leases, successors or assigns of the parties hereto, but no interest in this permit shall be assigned, nor said Premises or any part thereof shall be subpermitted, used or occupied by any party other than the Permittee unless specifically stated herein. Permittor reserves the right to review and revise the rental applicable to this permit upon any change in the status of this permit, the Permittee, or person occupying in the Premises during the term of this permit or any renewal thereof.

20. Improvements.

Permittee shall be responsible for the construction of all improvements necessary to the maintenance of a trail corridor on the Premises and the maintenance of said trail corridor. Permittee shall also be responsible for the construction of all bridges and crossings deemed necessary for Permittee to maintain the trail corridor. Construction plans, if any, shall be submitted to the Permittor for review and comment. Permittor reserves the right to reject any plans for construction proposed by Permittee on

the grounds, in Permitter's sole discretion, that said plans are incompatible with its future use of the Premises.

21. Law Enforcement.

Permittee shall have primary responsibility for the promulgation of rules, regulations and ordinances relating to the Premises. The parties hereto recognize that municipal ordinances and law enforcement may also be involved in regulating the Premises. Permittee agrees to use its best efforts to coordinate regulation and law enforcement of the Premises with the several municipalities in which the Premises lie.

22. Environmental Concerns.

Permittee shall not create or permit any condition of the Premises that could present a threat to human health or to the environment. Permittee shall bear the expense of all practices or work, preventative or remedial, which may be required because of any conditions of the Premises introduced by Permittee, Subpermittees or Invitees during Permittee's period of use, including conditions introduced by Permittee which affect other lands. Permittee expressly agrees that the obligations it hereby assumes shall survive cancellation of this Permit. Permittee agrees that statutory limitation periods on actions to enforce these obligations shall not be deemed to commence until Permitter discovers any such health or environmental impairment, and Permittee hereby knowingly and voluntarily waives the benefits of any shorter limitation period.

Permitter shall have the right, but not the duty, to enter upon the Premises from time to time as set forth below to inspect

the premises for environmental contamination and in the course thereof to conduct soil and groundwater testing. Permitter may enter the Premises during regular business hours of Permittee without prior notice, and may enter the Premises during periods other than regular business hours either with prior written consent of Permittee or without if Permitter reasonably believes that an emergency exists on the Premises. Permitter shall conduct any such inspections or testing so as to minimize interference with Permittee's operations. Permitter's entry on to the Premises pursuant to this paragraph shall not relieve the Permittee's obligation to pay rent under this Permit.

23. Compliance with Laws, Ordinances and Rules.

Permittee agrees to comply with all laws, ordinances and regulations of federal, state, municipal and local government agencies as they apply to use of the Premises.

24. Condition of Premises Inspection.

Permittee accepts the premises in an "AS IS CONDITION" with no express or implied representations or warranties by Permitter as to the physical condition or fitness or suitability for any particular purpose, express or implied. Permittee is responsible for and has had ample opportunity to inspect the Premises, is familiar with the same, and has determined to its satisfaction the fitness of the Premises for its intended use.

IN WITNESS WHEREOF, the parties hereto have signed this Permit Agreement as of _____, 1992.

Upon proper execution, this agreement will be legally valid and binding.

[Signature]
Assistant County Attorney
Date: 7-27-92

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY

[Signature: Mark Andrew]
Chairman, Board of Commissioners
[Signature: J. L. ...]
Deputy Executive Director

SUBURBAN HENNEPIN REGIONAL PARK DISTRICT

Attorney for Suburban Hennepin Regional Park District
Date: _____

[Signature: Andrew Bryant]
Superintendent

Approved as to execution:

[Signature]
Assistant County Attorney
Date: 7-27-92

[Signature: Judith Anderson]
Chair, Board of Commissioners



Hennepin County

Public Works

Transportation Department

James N. Grube P.E., Director
1600 Prairie Drive
Medina, Minnesota 55340

612-596-0300, Phone

612-321-3410, Fax

www.hennepin.us/transportation

July 6, 2016

Elaine Koutsoukos, TAB Coordinator
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

Re: Grade Separation of Lake Minnetonka Light Rail Transit (LRT) Regional Trail at CSAH 19 (Manitou Road) and south of Brentwood Avenue

Dear Ms. Koutsoukos:

Hennepin County has been notified that Three Rivers Park District is submitting an application for regional solicitation funding for the Lake Minnetonka LRT Regional Trail Grade Separation Project in Tonka Bay/Shorewood. Both the Lake Minnetonka LRT Trail and CSAH 19 are identified as components of the Hennepin County Bikeway System. For a number of years, Hennepin County has been working with Three Rivers Park District and the Cities of Shorewood and Tonka Bay to improve this difficult trail crossing.

Hennepin County supports this funding application and acknowledges that the county will operate and maintain the CSAH 19 (Manitou Road) roadway facilities, while Three Rivers Park District will operate and maintain the bridge for the useful life of the improvements. Hennepin County looks forward to working with Three Rivers Park District on this project, if the city is successful in securing regional solicitation funding.

Sincerely,

A handwritten signature in blue ink that reads 'James N. Grube'.

James Grube, P.E.
Director of Transportation Project Delivery and County Engineer



Hennepin County
Regional Railroad Authority

701 Fourth Avenue South, Suite 400
Minneapolis, MN 55415-1843

612-348-9260
Fax: 612-348-1842
www.hennepin.us/hcrra

June 16, 2016

Ms. Kelly Grissman
Director of Planning
Three Rivers Park District
3000 Xenium Lane N
Plymouth, MN 55441

Re: Letter of Support for 2016 Metropolitan Council Regional Solicitation for Federal Transportation Funding: Lake Minnetonka LRT Regional Trail Safe Bridge at CSAH 19

Dear Ms. Grissman,

Hennepin County Regional Railroad Authority (HCRRA) purchased the Hopkins to Victoria corridor in 1981 for future transit purposes. However, at this time, there is no active planning pursuant to installing transit on this corridor and the corridor is not part of the Metropolitan Council 2040 Transitway System Plan. HCRRA entered into an agreement permitting Three Rivers Park District to operate the Lake Minnetonka LRT Regional Trail on the corridor in 1992 as a temporary use.

The trail crosses CSAH 19 at grade in Shorewood and there have been concerns about the safety of this crossing since the trail opened.

HCRRA supports the request from Three Rivers Park District for Regional Solicitation funding for the following project:

Lake Minnetonka LRT Regional Trail Safe Bridge at CSAH 19

Build a pedestrian and bicycle bridge on the existing Lake Minnetonka LRT Regional Trail at County State Aid Highway 19 (CSAH 19), a two-lane highway in Shorewood near Tonka Bay. The project includes construction of the crossing. The bridge will correct a critical safety issue and remove a barrier to regional non-motorized transportation.

If you have any questions, please contact me at 612-348-2270. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin Dockry', written over a white background.

Kevin Dockry
Director, Community Works

Peter McLaughlin
Chair

Jan Callison
Vice-Chair

Mike Opat

Linda Higgins

Marion Greene

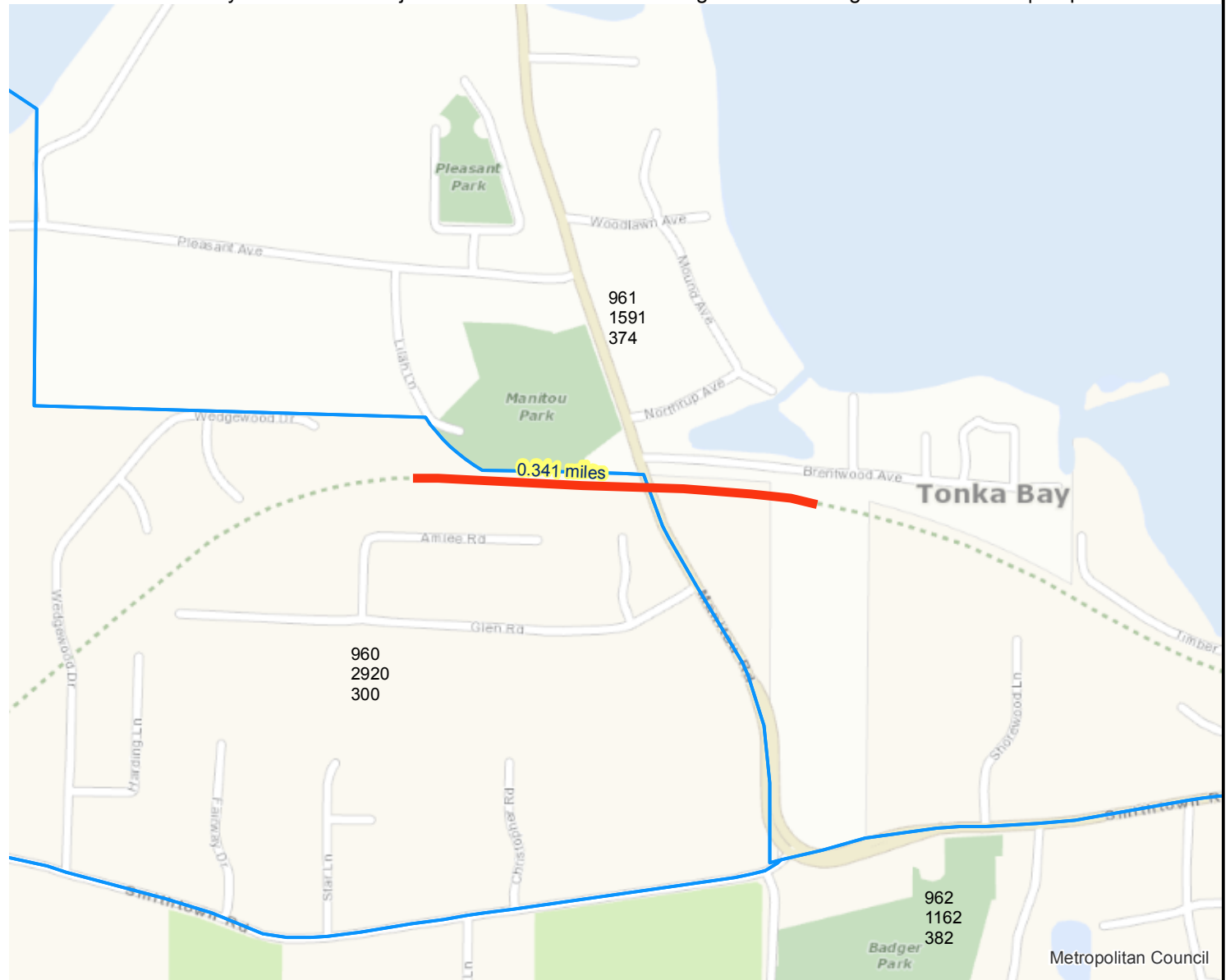
Randy Johnson

Jeff Johnson

Population Summary

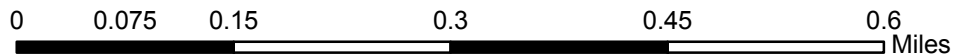
Results

Within ONE Mile of project:
Total Population: 9682
Total Employment: 3487



Project School

2010 TAZ



Created: 6/6/2016
LandscapeRSA4



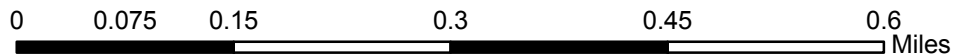
For complete disclaimer of accuracy, please visit
<http://giswebsite.metc.state.mn.us/gissitenew/notice.aspx>



Project to RBTN Orientation



- Project
- RBTN Corridor Centerlines
- RBTN Tier 1 Alignment
- Principal Arterials
- Minor Arterials
- RBTN Tier 2
- RBTN Tier 1



Created: 6/6/2016
LandscapeRSA1



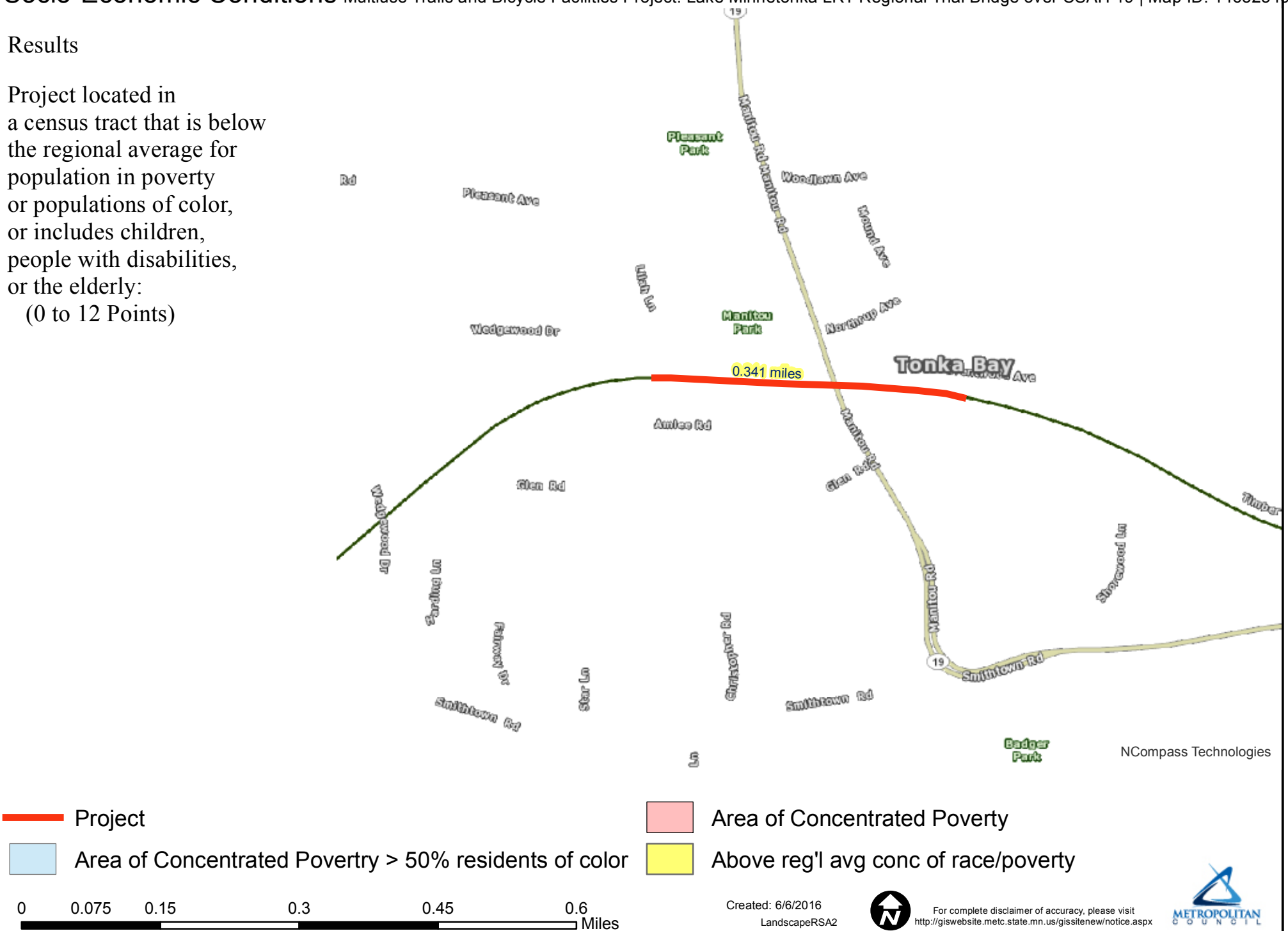
For complete disclaimer of accuracy, please visit
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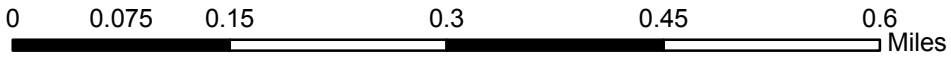
NCompass Technologies

Results

Project located in a census tract that is below the regional average for population in poverty or populations of color, or includes children, people with disabilities, or the elderly:
(0 to 12 Points)



- Project
- Area of Concentrated Poverty > 50% residents of color
- Area of Concentrated Poverty
- Above reg'l avg conc of race/poverty



Created: 6/6/2016
LandscapeRSA2



For complete disclaimer of accuracy, please visit
<http://giswebsite.metc.state.mn.us/gissitenew/notice.aspx>



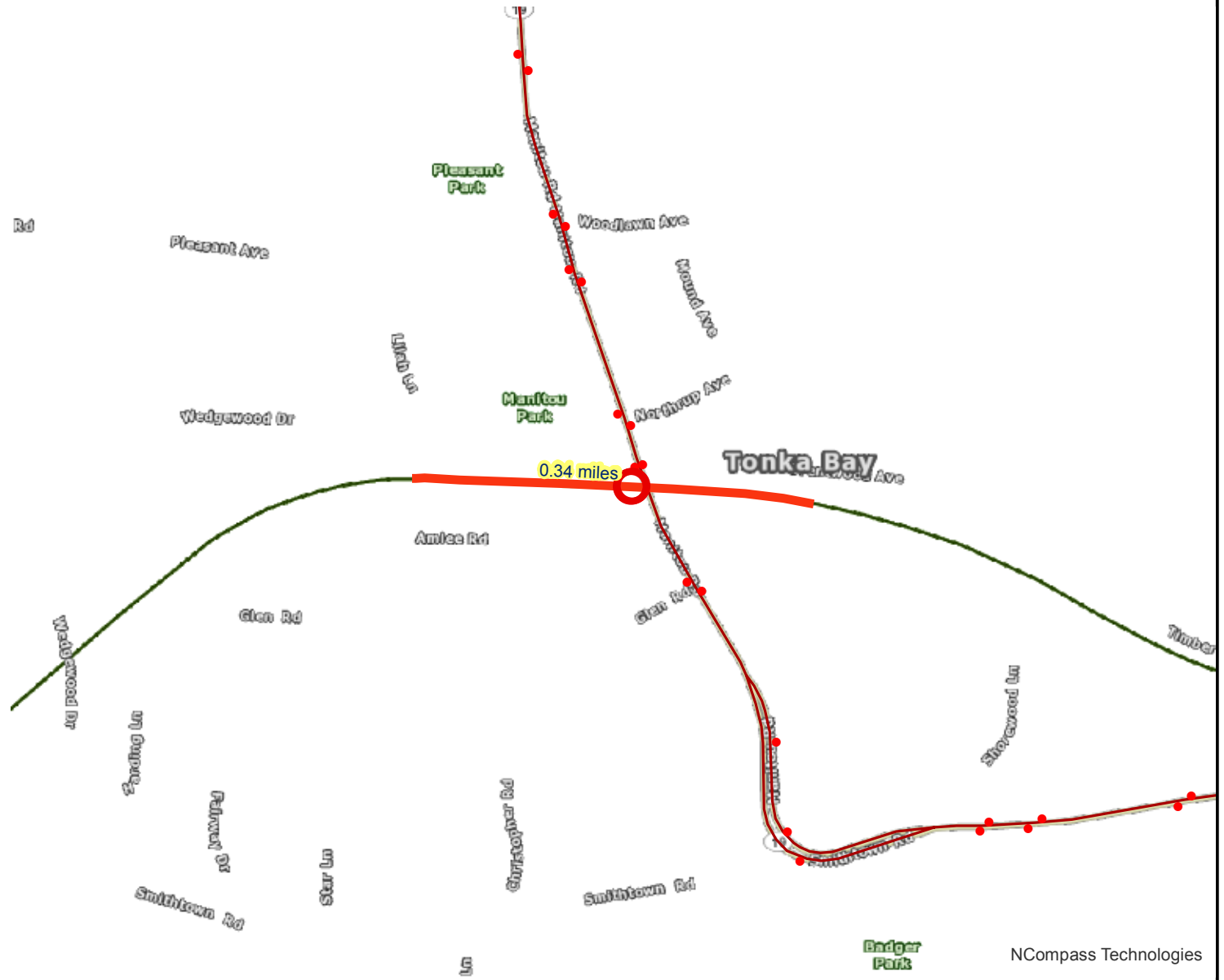
Results

Transit with a Direct Connection to project:
671

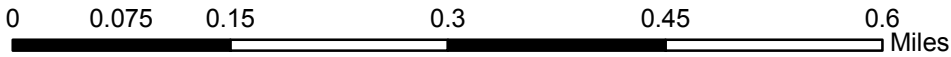
Transit within QTR mile of project:
671

Transit within HALF mile of project:
671

**indicates Planned Alignments*



- Project Points
- Active Stop
- Project
- Transit Routes



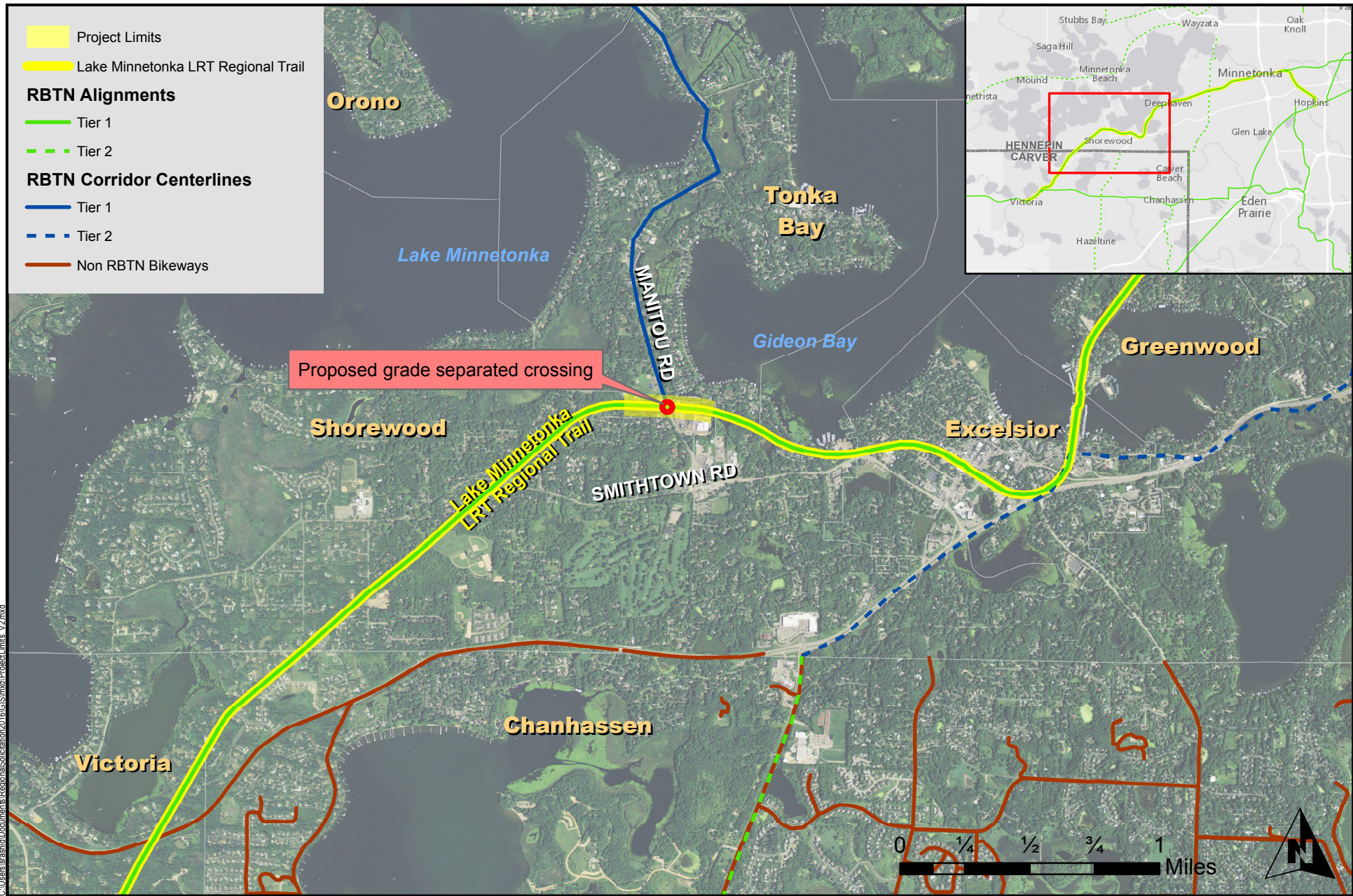
Created: 6/6/2016
LandscapeRSA3



For complete disclaimer of accuracy, please visit
<http://giswebsite.metc.state.mn.us/gissitenew/notice.aspx>



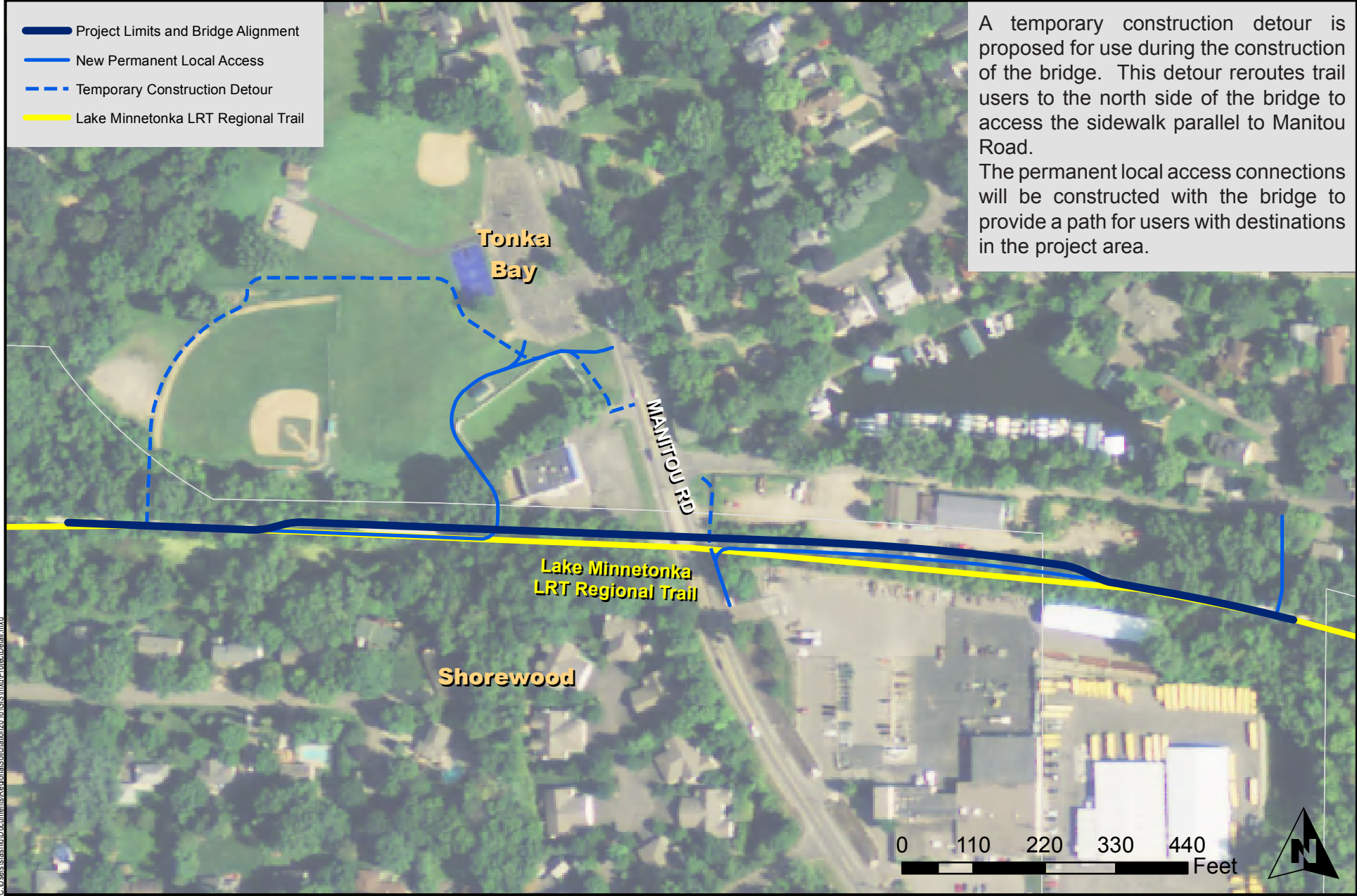
NCompass Technologies



Project Limits

Lake Minnetonka LRT Regional Trail Bridge at Manitou Road / CSAH 19
 Three Rivers Park District Bicycle and Pedestrian Facilities Application

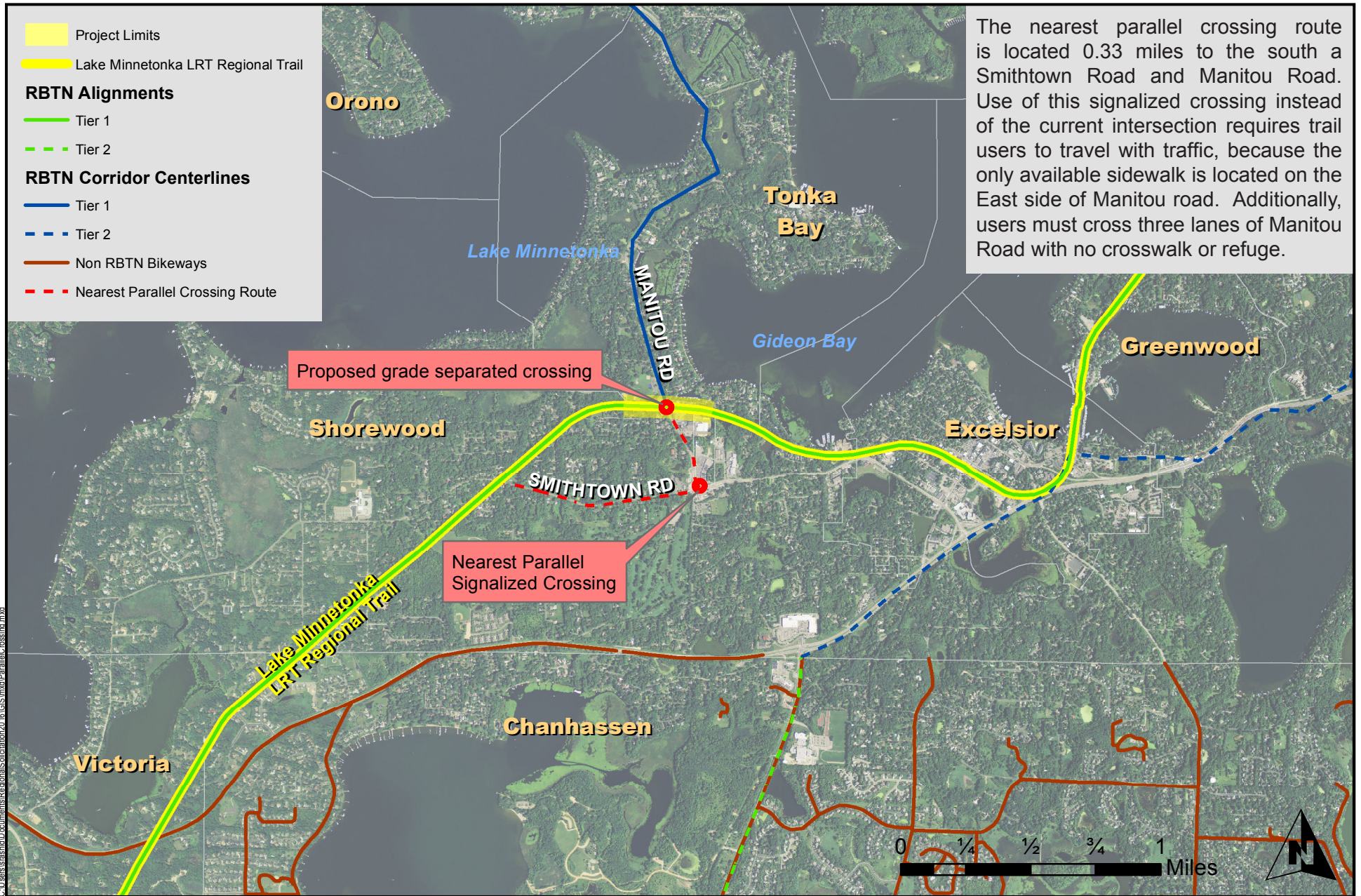
Figure 1



Proposed Bridge Alignment, Temporary Construction Detour, and Permanent Local Access

Lake Minnetonka LRT Regional Trail Bridge at Manitou Road / CSAH 19
 Three Rivers Park District Bicycle and Pedestrian Facilities Application

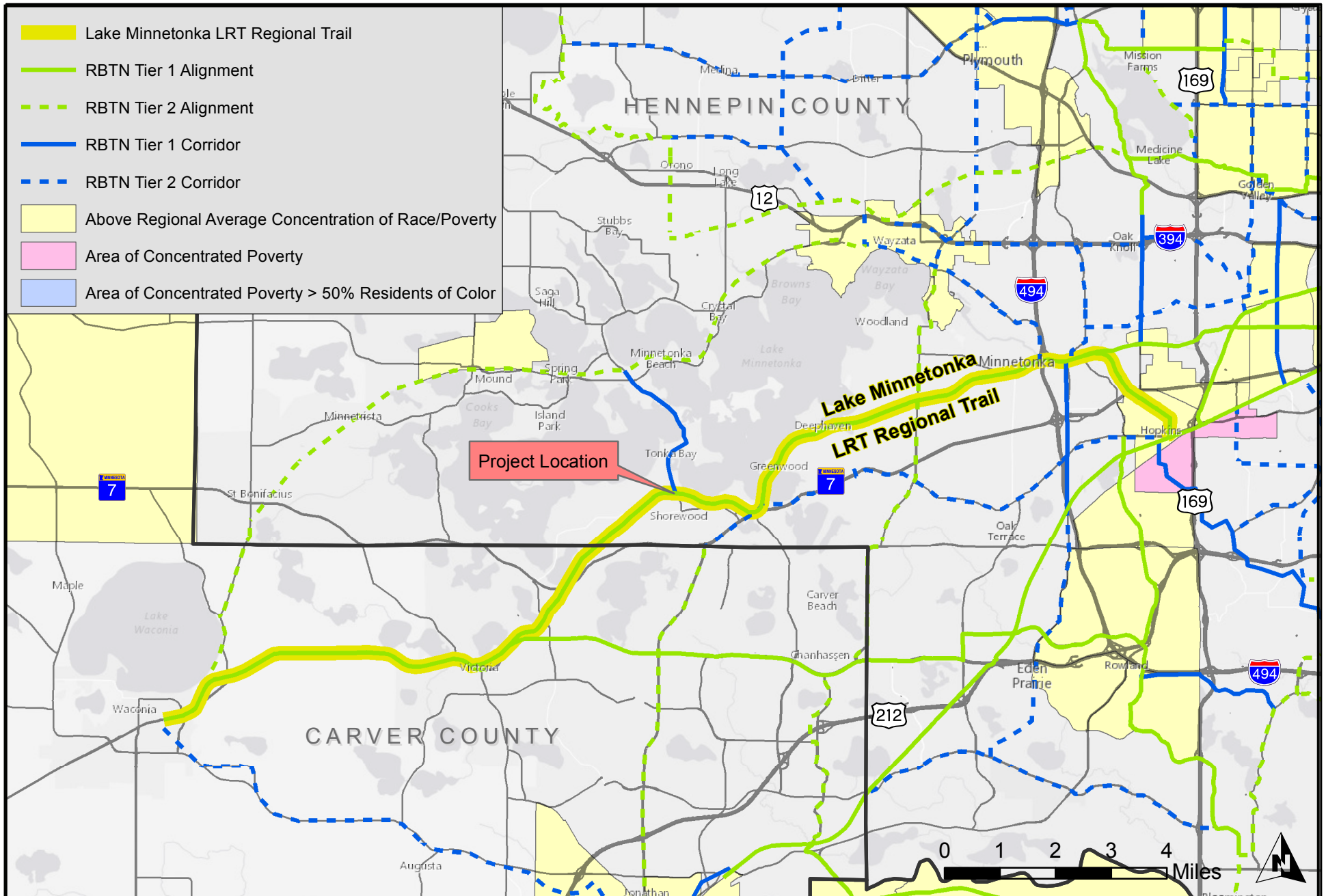
Figure 2



Nearest Parallel Crossing Route

Lake Minnetonka LRT Regional Trail Bridge at Manitou Road / CSAH 19
 Three Rivers Park District Bicycle and Pedestrian Facilities Application

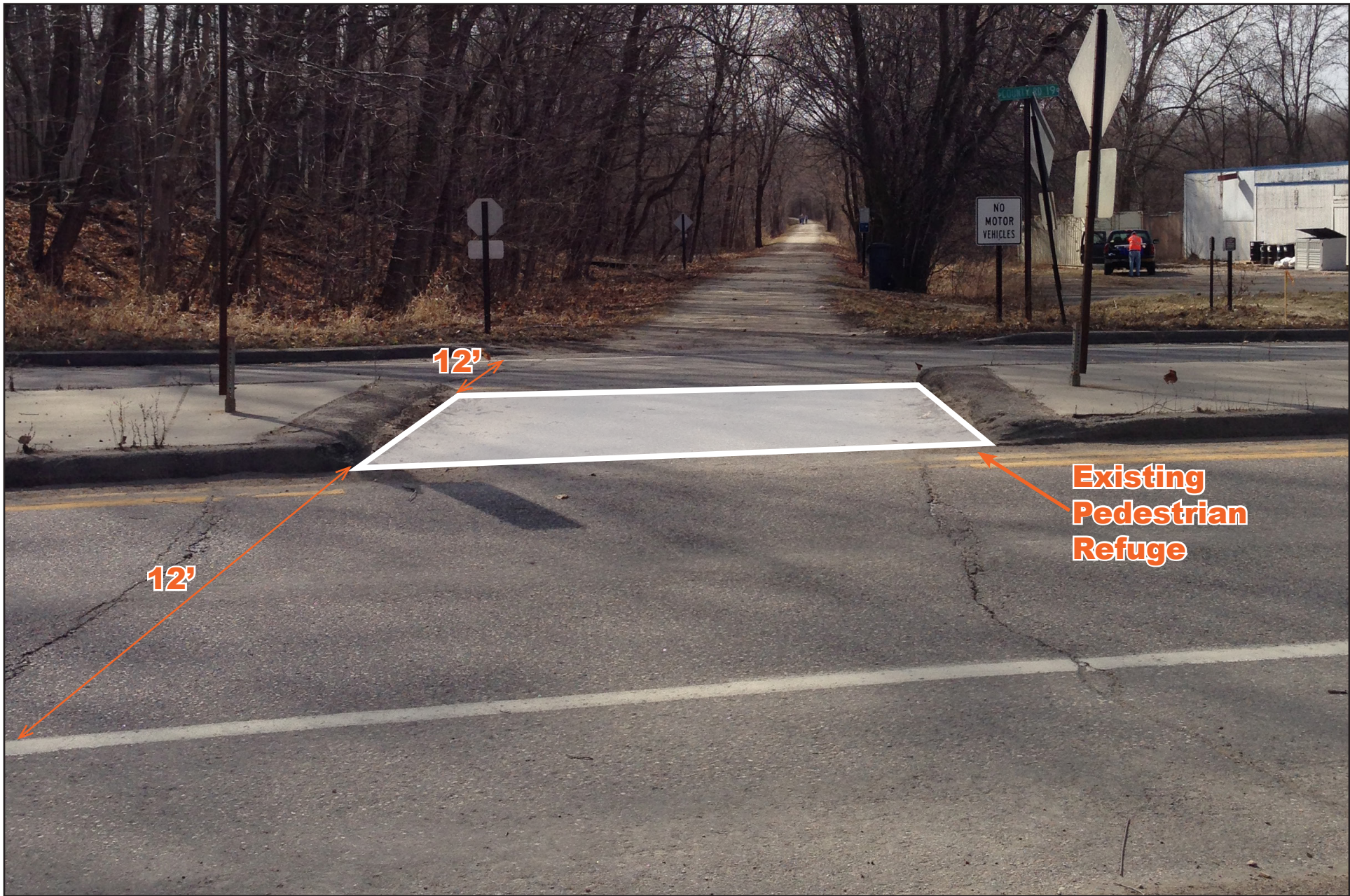
Figure 3



Socio-Economic Conditions and RBTN Connections

Lake Minnetonka LRT Regional Trail Bridge at Manitou Road/CSAH 19
 Three Rivers Park District Bicycle and Pedestrian Facilities Application

Figure 4



Site Photos - Lake Minnetonka LRT Regional Trail Crossing of Manitou Road (Facing West)

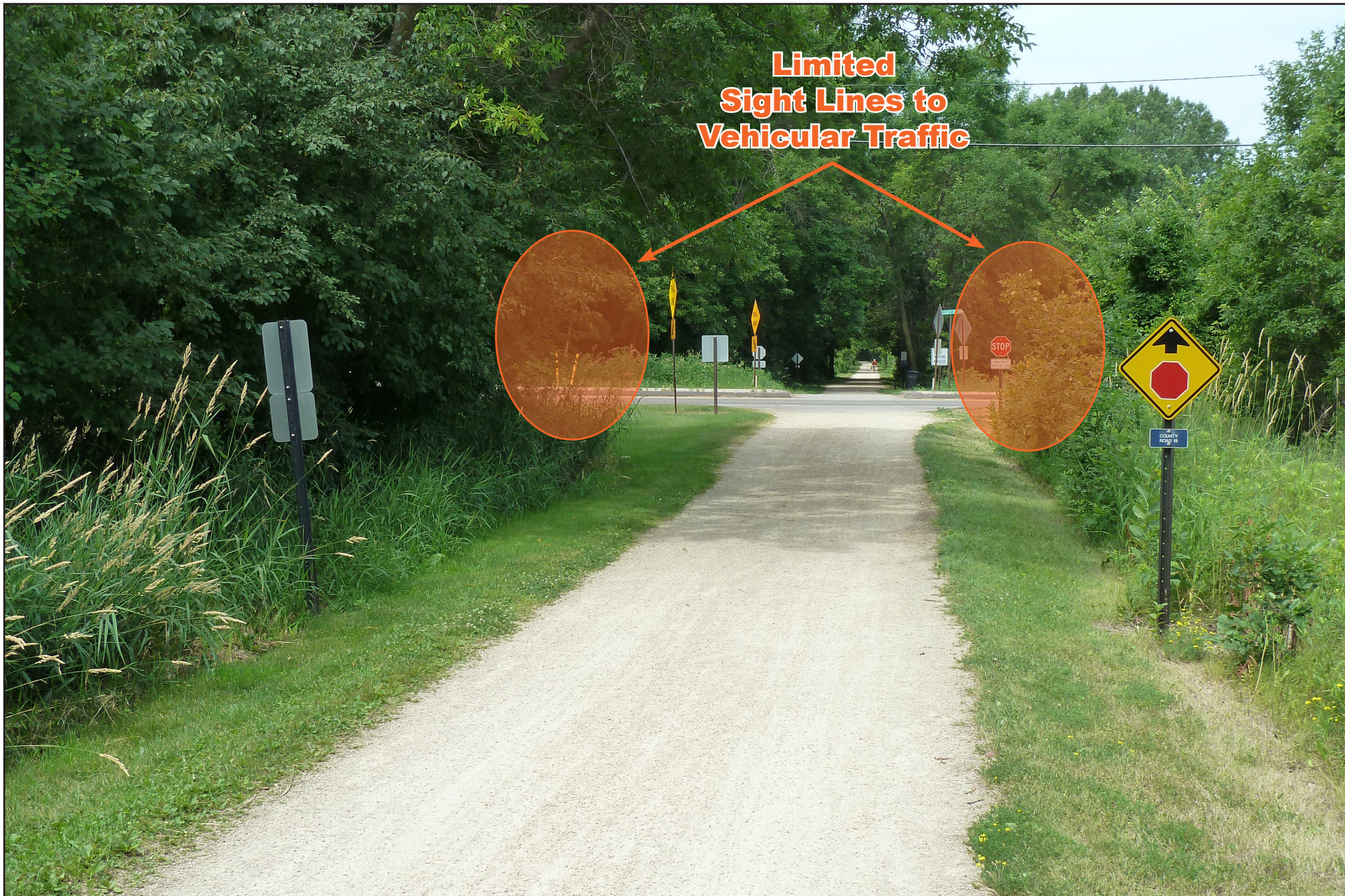
Lake Minnetonka LRT Regional Trail Bridge at Manitou Road / CSAH 19
Three Rivers Park District Bicycle and Pedestrian Facilities Application



Site Photo - Lake Minnetonka LRT Region Trail Crossing of Manitou Road (Facing East)

Lake Minnetonka LRT Regional Trail Bridge at Manitou Road / CSAH 19
Three Rivers Park District Bicycle and Pedestrian Facilities Application

Figure 6



**Limited
Sight Lines to
Vehicular Traffic**

Site Photo - Lake Minnetonka LRT Region Trail approaching Manitou Road (Facing East)

Lake Minnetonka LRT Regional Trail Bridge at Manitou Road / CSAH 19
Three Rivers Park District Bicycle and Pedestrian Facilities Application

Figure 7



**Limited
Sight Lines to
Trail Users**

Site Photo - Manitou Road Approaching Lake Minnetonka LRT Regional Trail (Facing North)

Lake Minnetonka LRT Regional Trail Bridge at Manitou Road / CSAH 19
Three Rivers Park District Bicycle and Pedestrian Facilities Application

Figure 8

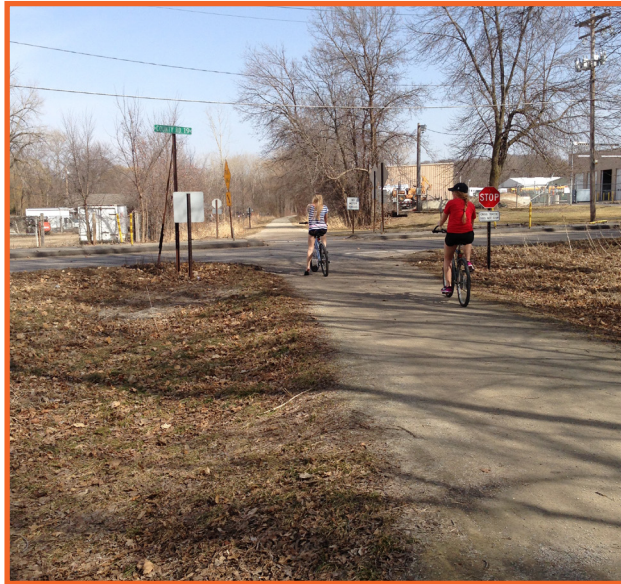


Site Photo - Manitou Road Approaching Lake Minnetonka LRT Regional Trail (Facing North)

Lake Minnetonka LRT Regional Trail Bridge at Manitou Road / CSAH 19
Three Rivers Park District Bicycle and Pedestrian Facilities Application



1. Trail users approach intersection



2. Trail users stop at intersection



3. Northbound vehicle drives through intersection



4. Second northbound vehicle stops for trail users



5. Southbound vehicle drives through intersection

Trail users experienced three interactions with vehicles at the crossing during this event. One of the three vehicles stopped to allow users to cross, while the other two continued through the intersection. The inconsistent interactions at the intersection between vehicles, bicyclists, and pedestrians increases the potential for conflicts at the intersection, reducing the safety for all motorists.

Site Photo - Trail User and Vehicular Interaction at Crossing (Facing East)

Lake Minnetonka LRT Regional Trail Bridge at Manitou Road / CSAH 19
Three Rivers Park District Bicycle and Pedestrian Facilities Application



ThreeRivers
PARK DISTRICT

December 10, 2013

**Three Rivers
Park District
Board of
Commissioners**

Penny Steele
District 1

William Joynes
City Administrator
CITY OF SHOREWOOD
5755 Country Club Road
Shorewood, MN 55331

**SUBJECT: LAKE MINNETONKA REGIONAL TRAIL BRIDGE OVER CSAH 19 PROJECT
APPROVAL OF USE OF SECTION 4(F) RESOURCE**

Jennifer DeJournett
District 2

Dear Mr. Joynes:

Daniel Freeman,
Vice Chair
District 3

Due to the Lake Minnetonka Regional Trail Bridge project, the City of Shorewood trail along CSAH 19 will be detoured during construction. To do the work for the project, a temporary occupancy of the trail, a Section 4(f) resource, will be required per Federal Register Rules and Regulations 23 CFR 774.13(d). To proceed with the construction of the project, there must be documented agreement that the officials having jurisdiction over the resource concur with the work to be completed and agree that the following conditions are met.

John Gunyou,
Chair
District 4

The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. As explained above, the scope of work to be performed will be minor. There are no anticipated permanent adverse physical impacts nor will there be interference with the activities or purposes of the trail, on either a permanent or temporary basis. A temporary detour route will be provided. The land being used will be fully restored to a condition that is at least as good as the one that existed prior to the project.

John Gibbs
District 5

Larry Blackstad
Appointed
At Large

Please review the attached map and indicate your concurrence with the work proposed, and that the above conditions are met, by signing below. Please forward the signed original back to me for our records.

Steve Antolak
Appointed
At Large

If you have questions regarding this matter, feel free to contact me at your earliest convenience at (763) 559-6758. Thank you.

Cris Gears
Superintendent

Sincerely,

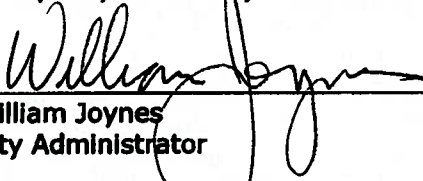


Alex Meyer
Landscape Architect/Project Manager

Administrative Center, 3000 Xenium Lane North, Plymouth, MN 55441-1299

Information 763.559.9000 • TTY 763.559.6719 • Fax 763.559.3287 • www.ThreeRiversParks.org

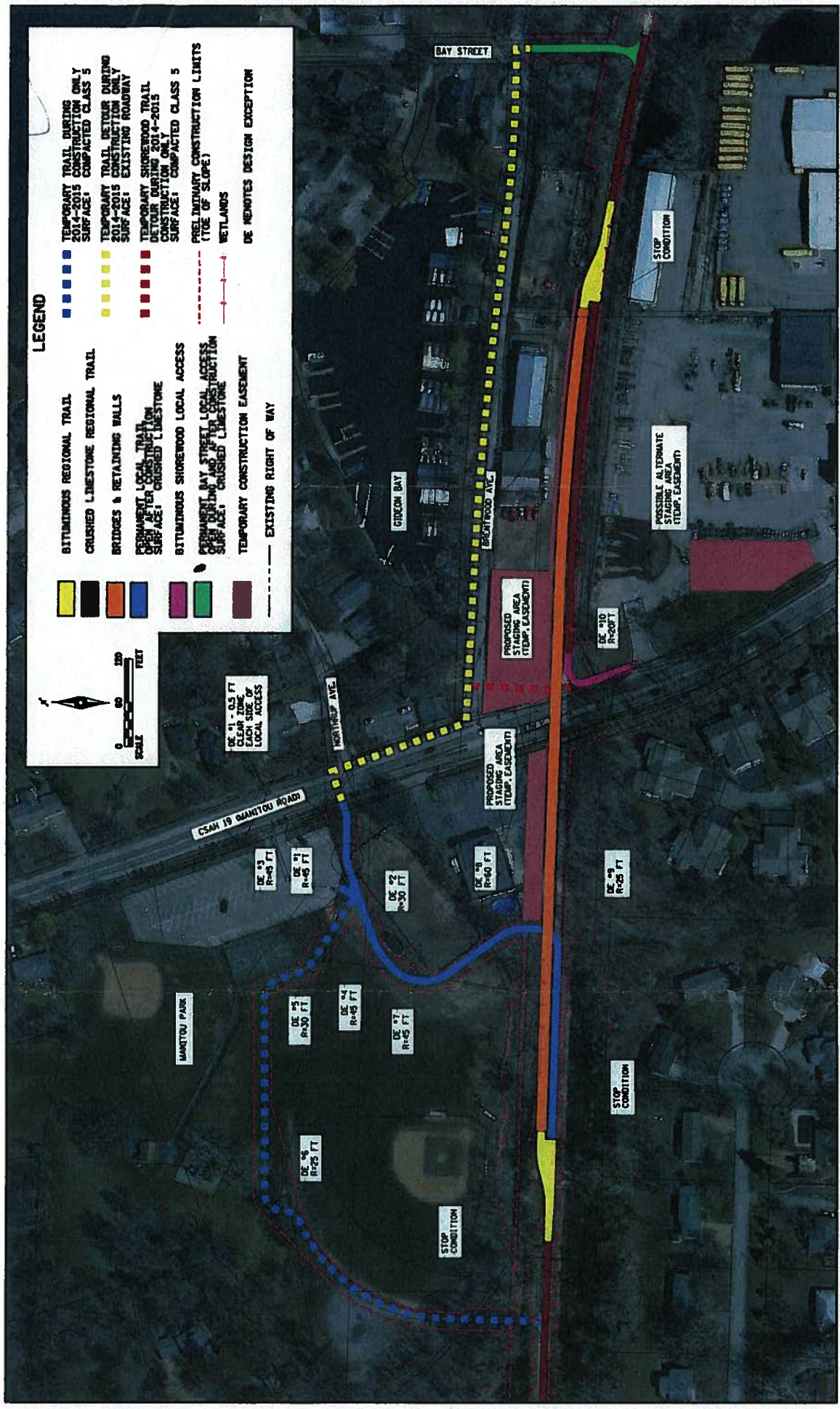
I concur that the proposed work meets the above conditions to be considered a Temporary Occupancy of the City of Shorewood trail along CSAH 19.



William Joynes
City Administrator

12/27/2013
Date

cc: Keicie Young / SRF Consulting



GENERAL PROJECT LAYOUT
 LAKE MINNETONKA LRT REGIONAL TRAIL BRIDGE OVER CSAH 19 (MANITOU ROAD)
 S.P. 081.000.072
 THREE RIVERS PARK DISTRICT

Figure 3

January 9, 2014

**Three Rivers
Park District
Board of
Commissioners**

Penny Steele
District 1

Ms. Anne Rexine
Planner
THREE RIVERS PARK DISTRICT
3000 Xenium Lane
Plymouth, MN 55441

Jennifer DeJournett
District 2

**SUBJECT: LAKE MINNETONKA REGIONAL TRAIL BRIDGE OVER CSAH 19 PROJECT
APPROVAL OF USE OF SECTION 4(F) RESOURCE**

Dear Ms. Rexine:

Daniel Freeman,
Vice Chair
District 3

Due to the Lake Minnetonka Regional Trail Bridge project, the trail itself will be detoured during construction. To do the work for the project, a temporary occupancy of the trail, a Section 4(f) resource, will be required per Federal Register Rules and Regulations 23 CFR 774.13(d). To proceed with the construction of the project, there must be documented agreement that the officials having jurisdiction over the resource concur with the work to be completed and agree that the following conditions are met.

John Gunyou,
Chair
District 4

The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. As explained above, the scope of work to be performed will be minor. There are no anticipated permanent adverse physical impacts nor, will there be interference with the activities or purposes of the trail, on either a permanent or temporary basis. A temporary detour route will be provided. The land being used will be fully restored to a condition that is at least as good as the one that existed prior to the project.

John Gibbs
District 5

Larry Blackstad
Appointed
At Large

Please review the attached map and indicate your concurrence with the work proposed, and that the above conditions are met, by signing below. Please forward the signed original back to me for our records.

Steve Antolak
Appointed
At Large

If you have questions regarding this matter, feel free to contact me at your earliest convenience at (763) 559-6758. Thank you.

Sincerely,



Alex Meyer
Landscape Architect/Project Manager

Cris Gears
Superintendent

I concur that the proposed work meets the above conditions to be considered a Temporary Occupancy of the Lake Minnetonka LRT Regional Trail.

Ann Rexine

1.9.14

Anne Rexine, Planner
Three Rivers Park District

cc: Kelcie Young, SRF Consulting

RECEIVED

November 5, 2013

NOV 07 2013

Three Rivers
Park District
Board of
Commissioners

CITY OF TONKA BAY

Mr. Joe Kohlmann
City Administrator
CITY OF TONKA BAY
4901 Manitou Road
Tonka Bay, MN 55331

Penny Steele
District 1

**SUBJECT: LAKE MINNETONKA REGIONAL TRAIL BRIDGE OVER CSAH 19 PROJECT
APPROVAL OF USE OF SECTION 4(F) RESOURCE – MANITOU PARK**

Jennifer DeJournett
District 2

Dear Mr. Kohlmann:

Daniel Freeman,
Vice Chair
District 3

The proposed Lake Minnetonka Regional Trail Bridge over County State Aid Highway (CSAH) 19 (Manitou Road) will use Section 4(f) property due to the construction of local trail connections within Manitou Park. Section 4(f) of the Department of Transportation Act of 1966 is a federal law intended to prevent conversion of certain parks, wildlife and waterfowl refuges, recreation areas, trails, or historic properties for transportation use, unless the U.S. Department of Transportation determines there is no feasible and prudent alternative, and all possible planning has been done to minimize harm to properties covered by Section 4(f). Because the project is an independent bikeway/walkway project covered by the Programmatic Section 4(f) Statement for Independent Bikeway or Walkway Projects, the owner of the Section 4(f) resource must submit written approval of the project. As the owner of the Section 4(f) resource, the City of Tonka Bay agrees that:

John Gunyou,
Chair
District 4

- The proposed project is acceptable to the City of Tonka Bay.
- The proposed project is consistent with the designated use of the property.
- All possible planning to minimize harm has been accomplished in the location and design of the local trails. The route was placed to avoid or minimize impacts to natural resources and other environmental features.
- A detour route will be provided during construction for trail users.

John Gibbs
District 5

Larry Blackstad
Appointed
At Large

No additional Section 4(f) evaluation is needed. Please indicate your agreement with the above statements by signing below.

Steve Antolak
Appointed
At Large

Sincerely,



Alex Meyer
Landscape Architect/Project Manager

Cris Gears
Superintendent

I concur that the proposed work meets the above stipulations of the Programmatic Section 4(f) Statement for Independent Bikeway or Walkway Projects.

Joe Kohlmann

12/2/13

Joe Kohlmann
City Administrator

Date

cc: Kelcie Young, SRF Consulting