



Application

19842 - 2024 Multiuse Trails and Bicycle Facilities  
20173 - North Cedar Lake Regional Trail Reconstruction  
Regional Solicitation - Bicycle and Pedestrian Facilities

Status: Submitted  
Submitted Date: 12/14/2023 3:11 PM

---

### Primary Contact

Feel free to edit your profile any time your information changes. Create your own personal alerts using [My Alerts](#).

**Name:**  
\*  
Title: Regional Trail System Manager  
Department: Planning  
Email: danny.mccullough@threeriversparks.org  
Address: 3000 Xenium Lane North

Pronouns: Charles Danny McCullough  
First Name Middle Name Last Name

\*  
Phone: \*  
City: Plymouth State/Province: Minnesota Postal Code/Zip: 55441  
Phone: 763-559-6746 Ext.

Fax:  
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

\*  
County: Hennepin  
Phone: \*  
City: PLYMOUTH State/Province: Minnesota Postal Code/Zip: 55441-2661  
Phone: 763-559-6700 Ext.

Fax:  
PeopleSoft Vendor Number 0000057347A1

---

### Project Information

Project Name: North Cedar Lake Regional Trail - Reconstruction  
Primary County where the Project is Located: Hennepin  
Cities or Townships where the Project is Located: St. Louis Park and Hopkins  
Jurisdictional Agency (If Different than the Applicant):

**Brief Project Description (Include location, road name/functional class, type of improvement, etc.)** The proposed project will reconstruct the existing North Cedar Lake Regional Trail (NCLRT) (4.4 miles) in length through the cities of Hopkins and St. Louis Park, between Excelsior Blvd (CSAH 3) and TH 100, throughout the NCLRT corridor. Project elements will include:

- Complete reconstruction 4.4 miles of existing end of useful life regional trail with failing base material and deteriorating pavement (off-road/protected, multi-use bituminous trail)
- Meet all ADA requirements including improving about 10 curb ramps
- Re-alignment of the Virginia Avenue crossing (Urban Major Collector)
- Enhance trail crossing of West 36th St (Urban Major Collector) by adding refuge island for safety improvement
- Widen trail from 10' to 12' due to increased trail use volume
- Add new centerline striping for entire trail corridor

Refer to attached One Page Project Summary for more detailed information.

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

**TRANSPORTATION IMPROVEMENT PROGRAM (TIP) DESCRIPTION - will be used in TIP if the project is selected for funding. See MnDOT's TIP description guidance.** IN HOPKINS & ST LOUIS PARK, WITHIN AN INDEPENDENT TRAIL CORRIDOR RECONSTRUCT 4.4 MILES MULTI-USE PAVED TRAIL BETWEEN EXCELSIOR BLVD AND TH 100

*Include both the CSAH/MSAS/TH references and their corresponding street names in the TIP Description (see Resources link on Regional Solicitation webpage for examples).*

**Project Length (Miles)** 4.4  
*to the nearest one-tenth of a mile*

---

## Project Funding

**Are you applying for competitive funds from another source(s) to implement this project?** No

**If yes, please identify the source(s)**

**Federal Amount** \$4,104,674.00

**Match Amount** \$1,026,168.00

*Minimum of 20% of project total*

**Project Total** \$5,130,842.00

*For transit projects, the total cost for the application is total cost minus fare revenues.*

**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 GO Bonds and/or State Legacy Funds/Met Council Parks GO Bonds

*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:** 2029

*Select 2026 or 2027 for TDM and Unique projects only. For all other applications, select 2028 or 2029.*

### Additional Program Years:

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

---

## Project Information

**If your project has already been assigned a State Aid Project # (SAP or SP)**

**Please indicate here SAP/SP#.**

### Location

**County, City, or Lead Agency** Three Rivers Park District

**Name of Trail/Ped Facility:** North Cedar Lake Regional Trail

(example; CEDAR LAKE TRAIL)

**IF TRAIL/PED FACILITY IS ADJACENT TO ROADWAY:**

**Road System**

(TH, CSAH, MSAS, CO. RD., TWP. RD., CITY STREET)

**Road/Route No.**

(Example: 53 for CSAH 53)

**Name of Road**

(Example: 1st ST., Main Ave.)

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

**From:**

**Road System**

(TH, CSAH, MSAS, CO. RD., TWP. RD., CITY STREET)

**Road/Route No.**

(Example: 53 for CSAH 53)

**Name of Road**

(Example: 1st ST., Main Ave.)

**To:**

**Road System**

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

**Road/Route No.**

(Example: 53 for CSAH 53)

**Name of Road**

(Example: 1st ST., Main Ave.)

**In the City/Cities of:**

(List all cities within project limits)

**IF TRAIL/PED FACILITY IS NOT ADJACENT TO ROADWAY:**

**Termini: Termini listed must be within 0.3 miles of any work**

**From:**

Excelsior Blvd (CSAH 3)

**To:**

TH 100

**Or**

**At:**

**In the City/Cities of:**

St. Louis Park and Hopkins

(List all cities within project limits)

**Primary Types of Work (Check all that apply)**

**Multi-Use Trail** Yes

**Reconstruct Trail** Yes

**Resurface Trail**

**Bituminous Pavement** Yes

**Concrete Walk**

**Pedestrian Bridge**

**Signal Revision**

**Landscaping**

**Other (do not include incidental items)** Ped ramps

**BRIDGE/CULVERT PROJECTS (IF APPLICABLE)**

**Old Bridge/Culvert No.:**

**New Bridge/Culvert No.:**

**Structure is Over/Under**  
(Bridge or culvert name):

**Zip Code where Majority of Work is Being Performed** 55426

**Approximate Begin Construction Date (MO/YR)** 04/02/2029

**Approximate End Construction Date (MO/YR)** 11/15/2029

**Miles of Pedestrian Facility/Trail (nearest 0.1 miles):** 4.4

**Miles of trail on the Regional Bicycle Transportation Network (nearest 0.1 miles):** 4.4

**Is this a new trail?** No

---

**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 (2018), the 2040 Regional Parks Policy Plan (2018), 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 goals, objectives, and strategies that relate to the project.

Briefly list the goals, objectives, strategies, and associated pages:

Goal A; Objectives A and B (Page 2.2); and Strategies A2 (Page 2.3)

Goal B; Objective A (Page 2.5); and Strategies B4 (Page 2.7) and B6 (Page 2.8)

Goal C; Objectives D and E (Page 2.10); and Strategies C1 (Page 2.10), C2 (Page 2.11), C15 (Page 2.22), C16 (Page 2.23), and C17 (Page 2.24)

Goal D; Objectives A and B (Page 2.26); and Strategies D1 (Page 2.26), D3 (Page 2.27), and D4 (Page 2.28)

Goal E; Objectives A, C, and D (Page 2.30); and Strategies E1 (Page 2.30), E3 (Page 2.31), and E6 (Page 2.34)

Goal F; Objectives C (Page 2.35); and Strategies F5 (Page 2.39) and F6 (Page 2.38)

(Limit 2,800 characters; approximately 400 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.

List the applicable documents and pages: Unique projects are exempt from this qualifying requirement because of their innovative nature.

2040 Three Rivers Park District System Plan (Page 17)

Nine Regional Trails (Including North Cedar Lake Regional Trail) Master Plan (Entire Document and Specifically Pages 225-238)

2040 Metropolitan Council Regional Parks Policy Plan (Pages 44 and 46)

2040 Hennepin County Bicycle Transportation Plan (Pages 35-38)

2040 Hopkins Comprehensive Plan 2040 (Pages 88-93)

2040 St Louis Park Comprehensive Plan (Pages 206-224)

(Limit 2,800 characters; approximately 400 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 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. Unique project costs are limited to those that are federally eligible.

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

Yes

5. Applicant is a public agency (e.g., county, city, tribal government, transit provider, etc.) or non-profit organization (TDM and Unique Projects applicants only). Applicants that are not State Aid 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 in Table 1. For unique projects, the minimum award is \$500,000 and the maximum award is the total amount available each funding cycle (approximately \$4,000,000 for the 2024 funding cycle).

**Multiuse Trails and Bicycle Facilities:** \$250,000 to \$5,500,000  
**Pedestrian Facilities (Sidewalks, Streetscaping, and ADA):** \$250,000 to \$2,000,000  
**Safe Routes to School:** \$250,000 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 (ADA).

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

9. In order for a selected project to be included in the Transportation Improvement Program (TIP) and approved by USDOT, the public agency sponsor must either have a current Americans with Disabilities Act (ADA) self-evaluation or transition plan that covers the public right of way/transportation, as required under Title II of the ADA. The plan must be completed by the local agency before the Regional Solicitation application deadline. For future Regional Solicitation funding cycles, this requirement may include that the plan has undergone a recent update, e.g., within five years prior to application.

The applicant is a public agency that employs 50 or more people and has a completed ADA transition plan that covers the public right of way/transportation. Yes

Date plan completed: 06/30/2015

Link to plan: [https://www.threeriversparks.org/sites/default/files/pdfs/ADA/ADATransitionPlan\\_2015.pdf](https://www.threeriversparks.org/sites/default/files/pdfs/ADA/ADATransitionPlan_2015.pdf)

The applicant is a public agency that employs fewer than 50 people and has a completed ADA self-evaluation that covers the public right of way/transportation.

Date self-evaluation completed:

Link to plan:

Upload plan or self-evaluation if there is no link

Upload as PDF

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

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

11. The owner/operator of the facility must operate and maintain the project year-round for the useful life of the improvement. This includes assurance of year-round use of bicycle, pedestrian, and transit facilities, per FHWA direction established 8/27/2008 and updated 4/15/2019. Unique projects are exempt from this qualifying requirement.

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

12. 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

13. 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

14. 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. Yes

[Upload Agreement PDF](#)

Check the box to indicate that the project is not in active railroad right-of-way.

**Multiuse Trails and Bicycle Facilities projects only:**

3. All applications must include a letter from the operator of the facility confirming that they will remove snow and ice for year-round bicycle and pedestrian use. The Minnesota Pollution Control Agency has a resource for best practices when using salt. Upload PDF of Agreement in Other Attachments.

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

[Upload PDF of Agreement in Other Attachments.](#)

**Safe Routes to School projects only:**

4. 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.

5. 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

### Specific Roadway Elements

CONSTRUCTION PROJECT ELEMENTS/COST ESTIMATES	Cost
Mobilization (approx. 5% of total cost)	\$256,542.00
Removals (approx. 5% of total cost)	\$256,542.00
Roadway (grading, borrow, etc.)	\$0.00
Roadway (aggregates and paving)	\$0.00
Subgrade Correction (muck)	\$0.00
Storm Sewer	\$0.00
Ponds	\$0.00
Concrete Items (curb & gutter, sidewalks, median barriers)	\$0.00
Traffic Control	\$0.00
Striping	\$0.00
Signing	\$0.00
Lighting	\$0.00
Turf - Erosion & Landscaping	\$0.00
Bridge	\$0.00
Retaining Walls	\$51,308.00
Noise Wall (not calculated in cost effectiveness measure)	\$0.00
Traffic Signals	\$0.00
Wetland Mitigation	\$0.00
Other Natural and Cultural Resource Protection	\$0.00
RR Crossing	\$0.00
Roadway Contingencies	\$0.00
Other Roadway Elements	\$0.00
<b>Totals</b>	<b>\$564,392.00</b>

### Specific Bicycle and Pedestrian Elements

CONSTRUCTION PROJECT ELEMENTS/COST ESTIMATES	Cost
Path/Trail Construction	\$4,207,291.00
Sidewalk Construction	\$0.00
On-Street Bicycle Facility Construction	\$0.00
Right-of-Way	\$0.00
Pedestrian Curb Ramps (ADA)	\$102,617.00
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	\$256,542.00
Other Bicycle and Pedestrian Elements	\$0.00
<b>Totals</b>	<b>\$4,566,450.00</b>

### 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
<b>Totals</b>	<b>\$0.00</b>

## 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

## PROTECT Funds Eligibility

One of the new federal funding sources is Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT). Please describe which specific elements of your project and associated costs out of the Total TAB-Eligible Costs are eligible to receive PROTECT funds. Examples of potential eligible items may include: storm sewer, ponding, erosion control/landscaping, retaining walls, new bridges over floodplains, and road realignments out of floodplains.

*INFORMATION: Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Formula Program Implementation Guidance (dot.gov).*

**Response:** Does not apply to this project

## Totals

Total Cost	\$5,130,842.00
Construction Cost Total	\$5,130,842.00
Transit Operating Cost Total	\$0.00

## 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** 1702493276920\_NCLRT RBTN Map.pdf

Please upload attachment in PDF form

## Measure A: Population Summary

Existing Population Within One Mile (Integer Only) 70696

Existing Employment Within One Mile (Integer Only) 52356

**Upload the "Population Summary" map** 1702493252796\_NCLRT\_Pop\_Emp\_Map.pdf

Please upload attachment in PDF form

## Measure A: Engagement

i. Describe any Black, Indigenous, and People of Color populations, low-income populations, disabled populations, youth, or older adults within a ½ mile of the proposed project. Describe how these populations relate to regional context. Location of affordable housing will be addressed in Measure C.

ii. Describe how Black, Indigenous, and People of Color populations, low-income populations, persons with disabilities, youth, older adults, and residents in affordable housing were engaged, whether through community planning efforts, project needs identification, or during the project development process.

iii. Describe the progression of engagement activities in this project. A full response should answer these questions:

1. What engagement methods and tools were used?
2. How did you engage specific communities and populations likely to be directly impacted by the project?
3. What techniques did you use to reach populations traditionally not involved in community engagement related to transportation projects?
4. How were the project's purpose and need identified?
5. How was the community engaged as the project was developed and designed?
6. How did you provide multiple opportunities for Black, Indigenous, and People of Color populations, low-income populations, persons with disabilities, youth, older adults, and residents in affordable housing to engage at different points of project development?
7. How did engagement influence the project plans or recommendations? How did you share back findings with community and re-engage to assess responsiveness of these changes?
8. If applicable, how will NEPA or Title VI regulations will guide engagement activities?

**Response:**

The North Cedar Lake Regional Trail (NCLRT) is in census tracts above the regional average for populations in poverty/of color, travels through environmental justice areas & serves 1,454 publicly subsidized rental units within ½ mile of the corridor.

## Demographics

The corridor travels through or is within 1/2 mile of 1+ census tracts with:

- 21, 22, 23, 24, 25% pop under 15 (19% metro avg)
- 16, 29, 34, 44, 48% pop over 65+ (14.1% metro avg)
- 14, 16% pop w/any type of disability, incl. ambulatory (10% metro avg)
- 8, 9, 13, 14, 15, 16% Hispanic or Latinx (6.5% metro avg)
- 17, 23, 24% Black (9.8% metro avg)
- 7, 8, 9, 11% Other + multiracial (3.9% metro avg)
- 16, 19, 21, 27% foreign-born (12.1% metro avg)
- 22, 25, 28, 30, 42, 49% households below 185% poverty line (8.4% metro avg)

## Engagement Activities & Audiences

The Park District engaged disadvantaged populations via the following direct & complementary methods:

- Regional Trail Pop-ups (28 people): 2 pop-ups along NCLRT at Dakota & Aquila Parks, engaged seniors, families & BIPOC.
- Bike Rides with Outdoor Latino (40 people): 2 regional trail bike rides in partnership w/community org focused on bringing outdoor activities to the Latino community.
- Senior Resource Event at Lenox Community Center (15 people): Event tabling with trail info & requested feedback on route priorities & preferences, engaged seniors & their families.
- Local Park Pop-ups (30 people): 2 pop-ups at Wolfe & Oak Hills Parks, engaged young people, families, seniors & BIPOC.
- Juneteenth at SLP Recreation Outdoor Center (33 people): 1 pop-up to garner feedback around SLP regional trails, engaged BIPOC.
- Focus Group with SLP Central Early Learning Center parents (12 people): A conversation w/parents of color at SLP ECLC about current/future park/trail infrastructure needs for them & their families.

## Feedback & Influence

Feedback showed strong support for regional trail projects, incl. the NCLRT, & emphasized nature-based settings, interconnected bike/ped systems, wayfinding, safety, connections to local destinations & well-maintained trails. All feedback areas are addressed by the project, including:

- Replacing the existing NCLRT bituminous trail due to cracks/ pavement failure
- Widening the trail from 10' to 12' to accommodate volume
- Improving crossings & curb ramps, incl. Virginia Ave and West 36th St.
- Maintains & improves community connections: Target, Aldi, Cargil, Supervalu, Distribution, Peter Hobart & Aquila Elementary Schools, Aquila, Texa-Tonka & Dakota Parks, Cedar Lake/Lake Minnetonka/Nine Mile Creek/Minnesota River Bluffs Regional Trails, Kenilworth Trail, future METRO Greenline LRT & 4 bus routes

- Located within or connected to nature-based settings and separated from roadways

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

---

## Measure B: Disadvantaged Communities Benefits and Impacts

Describe the project's benefits to Black, Indigenous, and People of Color populations, low-income populations, children, people with disabilities, youth, and older adults. Benefits could relate to:

- ? pedestrian and bicycle safety improvements;
- ? public health benefits;
- ? direct access improvements for residents or improved access to destinations such as jobs, school, health care, or other;
- ? travel time improvements;
- ? gap closures;
- ? new transportation services or modal options;
- ? leveraging of other beneficial projects and investments;
- ? and/or community connection and cohesion improvements.

This is not an exhaustive list. A full response will support the benefits claimed, identify benefits specific to Disadvantaged communities residing or engaged in activities near the project area, identify benefits addressing a transportation issue affecting Disadvantaged communities specifically identified through engagement, and substantiate benefits with data.

Acknowledge and describe any negative project impacts to Black, Indigenous, and People of Color populations, low-income populations, children, people with disabilities, youth, and older adults. Describe measures to mitigate these impacts. Unidentified or unmitigated negative impacts may result in a reduction in points.

Below is a list of potential negative impacts. This is not an exhaustive list.

- ? Decreased pedestrian access through sidewalk removal / narrowing, placement of barriers along the walking path, increase in auto-oriented curb cuts, etc.
- ? Increased speed and/or cut-through traffic.
- ? Removed or diminished safe bicycle access.
- ? Inclusion of some other barrier to access to jobs and other destinations.

**Response:**

This project will benefit disadvantaged communities in the following ways:

- Low-income residents: This project connects to/is within 1/2 mi of 6 affordable living communities (see Question C) in addition to census tracts w/a higher-than-avg percentage of households below 185% poverty line. It also connects to Peter Hobart & Aquila Elementaries, which have a significant number of students who qualify for free/reduced lunch (Peter Hobart - 207 students or 48% of total students & Aquila -266 students or 50% of total students). This project will benefit these households by connecting them to recreation, education & employment opportunities via transit (7 bus stops & future Green Line LRT Extension) & bike/ped access; thus, relying less on cars/reducing transportation costs & addressing the need for location connections.

- Youth: This project is within 1/2 mi of 3 schools (Peter Hobart, Aquila & Blake), 7 parks (Alden, Oakes, Cottageville, Creekside, Justad, Center, Jorvig) & 1 church (Union Congregational). Families stressed the need for safety along busy roads/crossing intersections in addition to connections to youth-friendly destinations (e.g., schools, parks, churches). Teens also expressed connecting to public spaces where they can gather &/or relax. The project's west terminus is directly connected to the Hopkins Depot-operated by a student board from Hopkins Schools that oversees policy, programming & finances to sustain it as chemical-free teen center/concert venue for youth. Improving the NCLRT will make it safer for young people to travel to/from school & other youth-friendly destinations.

- Senior residents: This project is located adjacent to 2 senior living facilities in Hopkins-Ackerberg Family Shalom (139 units) & Knollwood West (153 senior living apartments). This project includes more benches along the trail within 1/2 mi of these facilities since seniors emphasized the need for resting stops along the trail.

- BIPOC: This project connects to/is within 1/2 mi of several census tracts w/a higher-than-avg percentage of Latino, Black, Multi-race and foreign-born populations, who emphasized similar priorities for trails, incl. natural settings, local connections, safety & wayfinding. This project will benefit these groups by creating a safe, smooth, & easy-to-navigate route to Mpls Chain of Lakes & surrounding businesses-a location frequented often by these groups and their families.

The project will not negatively impact these groups & instead will provide increased access, reduced speed on busy roads, less barriers to access jobs/local destinations. The project will maintain access to businesses/neighborhoods & employ well-signed detours for people walking/biking during construction.

*(Limit 2,800 characters; approximately 400 words):*

---

## Measure C: Affordable Housing Access

*Describe any affordable housing developments?existing, under construction, or planned?within 1/2 mile of the proposed project. The applicant should note the number of existing subsidized units, which will be provided on the Socio-Economic Conditions map. Applicants can also describe other types of affordable housing (e.g., naturally-occurring affordable housing, manufactured housing) and under construction or planned affordable housing that is within a half mile of the project. If applicable, the applicant can provide self-generated PDF maps to support these additions. Applicants are encouraged to provide a self-generated PDF map describing how a project connects affordable housing residents to destinations (e.g., childcare, grocery stores, schools, places of worship).*

*Describe the project's benefits to current and future affordable housing residents within 1/2 mile of the project. Benefits must relate to affordable housing residents. Examples may include:*

- ? specific direct access improvements for residents*
- ? improved access to destinations such as jobs, school, health care or other;*
- ? new transportation services or modal options;*
- ? and/or community connection and cohesion improvements.*

*This is not an exhaustive list. Since residents of affordable housing are more likely not to own a private vehicle, higher points will be provided to roadway projects that include other multimodal access improvements. A full response will support the benefits claimed, identify benefits specific to residents of affordable housing, identify benefits addressing a transportation issue affecting residents of affordable housing specifically identified through engagement, and substantiate benefits with data.*

**Response:**

There are 1454 publicly subsidized rental housing units in census tracts w/in 1/2 mi of the project (based on application data). Refer to the attached Affordable Housing Access Map for locations of publicly subsidized affordable housing, naturally occurring affordable housing (incl. parcel locations), & access to nearby destinations.

Existing (Hopkins)

According to City of Hopkins housing data, there 18 unique developments within 1/2 mi of the proposed project w/370 affordable housing units. Affordable units closest to the project include the following:

- 43 units (50% AMI), The Burnes Building
- 76 units, Dow Towers
- 24 units, Sonoma Apartments
- 161 units, Hopkins Village Apartments (senior)
- 15 units, Hopkins Fraser Court
- 51 units, Oxford Village

All the above-mentioned affordable housing units/developments are connected to this project corridor via existing regional trails & local trail/sidewalk networks.

Existing (St. Louis Park)

According to City St. Louis Park data, there are 2,329 affordable housing units contained within 25 developments 1/2 mile of the NCLRT. Of those units, the following are income-restricted, complying with the city's Inclusionary Housing Policy:

- 23 units, Volo at Texa Tonka
- 8 units, The Quentin
- 6 units, Central Park West
- 5 units, Elan West End
- 120 units, Rise on 7
- 128 units, Louisiana Court

Furthermore, the city has 120 publicly subsidized units in the area:

- 12 units, Louisiana Court
- 108 units, Hamilton House

All the above-mentioned affordable housing units/developments are connected to this project via existing regional trails & local trail/sidewalk networks. The remaining 2,039 rental units are naturally occurring affordable housing, ranging in affordability from 50% AMI to 120% AMI

Future

Affordable housing opportunities are being constructed in tandem w/MET

Council's SWLRT Green Line project, incl. a 17-acre parcel at 325 Blake Rd (near future Blake Rd LRT station) currently under construction that includes: 112 units of low-income housing, 112 units of senior housing, & 187 units of multi-family mixed-income. The project's west terminus connects to the Blake Rd LRT station (3/4 mile east) via Cedar Lake Regional Trail.

Since the NCLRT project connects to single & multi-family residential neighborhoods, schools, places of worship, retail/commercial areas, restaurants, regional trails, transit, & local parks, affordable housing residents in Hopkins & St Louis Park will benefit from the improved safety, accessibility & connectivity of this project. This trail supports the public health of these residents by promoting active living, multi-modal transportation, & community connection.

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

---

## Measure D: BONUS POINTS

Project is located in an Area of Concentrated Poverty:

Project's census tracts are above the regional average for population in poverty or population of color (Regional Environmental Justice Area): Yes

Project located in a census tract that is below the regional average for population in poverty or populations of color (Regional Environmental Justice Area):

Upload the "Socio-Economic Conditions" map used for this measure. 1702493142607\_NCLRT Soc\_Eco\_Map.pdf

---

## Measure A: Bikeway Network Gaps, Physical Barriers, and Continuity of Bicycle Facilities

*PART 1: Qualitative assessment of project narrative discussing how the project will close a bicycle network gap, create a new or improved physical bike barrier crossing, and/or improve continuity and connections between jurisdictions.*

*Specifically, describe how the project would accomplish the following: Close a transportation network gap, provide a facility that crosses or circumvents a physical barrier, and/or improve continuity or connections between jurisdictions.*

*Bike system gap improvements include the following:*

- Providing a missing link between existing or improved segments of a local transportation network or regional bicycle facility (i.e., regional trail or RBTN alignment);
- Improving bikeability to better serve all ability and experience levels by:
  - Providing a safer, more protected on-street facility or off-road trail;
  - Improving safety of bicycle crossings at busy intersections (e.g., through signal operations, revised signage, pavement markings, etc.); OR
  - Providing a trail adjacent or parallel to a highway or arterial roadway or improving a bike route along a nearby and parallel lower-volume neighborhood collector or local street.

*Physical bicycle barrier crossing improvements include grade-separated crossings (over or under) of rivers and streams, railroad corridors, freeways and expressways, and multi-lane arterials, or enhanced routes to circumvent the barrier by channeling bicyclists to existing safe crossings or grade separations. Surface crossing improvements (at-grade) of major highway and rail barriers that upgrade the bicycle facility treatment or replace an existing facility at the end of its useful life may also be considered as bicycle barrier improvements. (For new barrier crossing projects, distances to the nearest parallel crossing must be included in the application to be considered for the full allotment of points under Part 1).*

*Examples of continuity/connectivity improvements may include constructing a bikeway across jurisdictional lines where none exists or upgrading an existing bicycle facility treatment so that it connects to and is consistent with an adjacent jurisdiction's bicycle facility.*

**Response:**



The North Cedar Lake Regional Trail (RBTN Tier 1 Alignment) is an existing/vital protected bikeway (off-road, multi-use trail) w/in an independent trail corridor. This project calls for complete reconstruction of the 4.4-mile portion of the trail under Three Rivers Park District's jurisdiction preserving & enhancing the corridor's role w/in the RBTN & active transportation network.

#### Closes a Transportation Gap

While this corridor technically 'exists', it is important to consider the gap/missing link should the corridor be closed due to pavement condition/concerns of safe passage. People walking, biking and rolling would be forced onto roadways w/o protection/designated space or to piece together bike routes of varying level of protection, directness/efficiency, and w/o the desired level of safety/comfort the majority of the population (those 'Interested but Concerned' about biking) prefer.

#### Safely/Comfortably Crosses Physical Barriers

The NCLRT already includes grade separated passage of many physical barriers. Reinvesting in this corridor ensures that these 'resolved' barriers do not become 'new' barriers prohibiting peoples ability to easily, safely, & efficiently walk, bike or roll across their community & beyond:

- TH 7 (Expressway Barrier)
- Minnehaha Creek
- Minnetonka Blvd (CSAH 5/10,738 AADT)
- Louisiana Ave (9,500 AADT)
- CP Railroad (Railroad Barrier)
- TH 100 (Expressway Barrier within a Tier 1 Railroad Crossing Barrier Area, eastern project termini)

#### Improves Continuity and Connections Across/Through Jurisdictions

This project provides seamless continuity & connections through Hopkins & St. Louis Park to Minneapolis (eastern termini) w/ a consistently designed facility & multiple regional connections:

- Lake Minnetonka, Minnesota River Bluffs, Nine Mile Creek, & Cedar Lake Regional Trails and Hopkins Depot Trailhead at the western project termini.
- Kenilworth Regional Trail at the eastern project termini via Minneapolis' portion of the North Cedar Lake Regional Trail.
- Dakota Edgewood Bicycle/Pedestrian Bridge over the BNSF rail corridor (Railroad Barrier Crossing) in St. Louis Park connecting the northern & southern halves of the City which are bifurcated by the rail corridor.
- Two SWLRT Stations (Blake Road & Downtown Hopkins) w/in 1 mile of the western project termini & one SWLRT Station (Bryn Mawr) w/in 1 mile of the eastern project termini w/ all 3 being connected via the Cedar Lake Regional Trail.

Reconstruction of this heavily used trail corridor will provide a higher level of service to existing trail users (522,600 annual trips) & help attract/serve new users of all ages and abilities, those that may no longer use the trail due to the trail surface condition, and/or future LRT transit riders.

(Limit 2,800 characters; approximately 400 words)

**PART 2: Regional Bicycle Barrier Crossing Improvements and Major River Bicycle Barrier Crossings**

**DEFINITIONS:**

*Regional Bicycle Barrier Crossing Improvements include crossings of barrier segments within the ?Regional Bicycle Barrier Crossing Improvement Areas? as updated in the 2019 Technical Addendum to the Regional Bicycle Barriers Study and shown in the RBBS online map (insert link to forthcoming RBBS Online Map). Projects must create a new regional barrier crossing, replace an existing regional barrier crossing at the end of its useful life, or upgrade an existing barrier crossing to a higher level of bike facility treatment, to receive points for Part 2.*

*Major River Bicycle Barrier Crossings include all existing and planned highway and bicycle/pedestrian bridge crossings of the Mississippi, Minnesota and St. Croix Rivers as identified in the 2018 update of the 2040 Transportation Policy Plan. Projects must create a new major river bicycle barrier crossing, replace an existing major river crossing at the end of its useful life, or upgrade the crossing to a higher level of bike facility treatment, to receive points for Part 2.*

*Projects that construct new or improve existing Regional Bicycle Barrier Crossings or Major River Bicycle Barrier Crossings will be assigned points as follows: (select one)*

**Tier 1** **Yes**

*Tier 1 Regional Bicycle Barrier Crossing Improvement Area segments & any Major River Bicycle Barrier Crossings*

**Tier 2**

*Tier 2 Regional Bicycle Barrier Crossing Improvement Area segments*

**Tier 3**

*Tier 3 Regional Bicycle Barrier Crossing Improvement Area segments*

**Non-tiered**

*Crossings of non-tiered Regional Bicycle Barrier segments*

**No improvements**

*No Improvements to barrier crossings*

*If the project improves multiple regional bicycle barriers, check box.*

**Multiple**

*Projects that improve crossing of multiple regional bicycle barriers receive bonus points (except Tier 1 & MRBBCs)*

---

**Measure B: Deficiencies corrected or safety problems addressed**

**Response:**

Over the last ten years, there were 20 accidents (1 minor injury, 5 possible injuries, 14 instances of property damage) at the eight road/trail crossings or directly on the trail. The following details four accidents that included someone biking and/or were directly on the trail:

- Two car vs. bike accidents: Involved a person biking across a road/trail crossing when they collided with the vehicle after failing to stop or yield to the motorist who had the right of way (both were possible injuries).
- One car vs. car accident: Involved one car stopping to allow a person biking on the trail to cross when they were rear ended by a following motorist (property damage).
- One solo car accident: Included a motorist potentially suffering a medical or similar crisis driving on the trail and causing property damage.

Even with only seven at-grade road/trail crossings along the 4.4-mile project corridor, each crossing presents an opportunity for a collision between people walking, biking or driving a vehicle. This is noteworthy as nearly 75% of all MN bicycle-related crashes occur at an intersection and nearly 50% of all crashes with a fatality or disabling injury occur at an intersection.

While the trail corridor already includes many safety considerations, e.g., location is in former railroad corridor, separation of trail and vehicles, and utilization of existing grade-separated crossing at TH 7, Minnetonka Blvd (CSAH 5), Louisiana Avenue, CP Railroad, and TH 100. The project will improve or expand safety via the following crossing and corridor safety components:

- Enhancement of the trail crossing at West 36th street (Urban Major Collector with ADT of 3950) to include addition of a new refuge island.
- Realignment of trail crossing at Virginia Avenue (Urban Major Collector with ADT of 3550) to improve sightlines. Currently the trail crosses roadway mid-block adjacent to roadway curve.
- Reconstruct 4.4-miles of the existing, end of useful life trail (~30 years old by funding year 2029, failing pavement with lateral, settling cracks approximately every 60 feet).
- Widening the trail from 10' to 12' due to trail use volumes, plus adding centerline striping to allow for safe, multi-use two-way travel.
- Correct ADA deficiencies (~10 pedestrian ramps).

When complete, this project will provide a seamless, consistent off-road trail facility which is safe, level, and smooth for people of all ages and abilities for the entire length of the trail. If this facility is not reconstructed, people walking, biking, and rolling (522,600 annual users) would be forced onto parallel roadway corridors (i.e. Minnetonka Blvd: 11,800 AADT), which do not offer the same level of separation from vehicles, direct routing, and consistent facility design.

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

---

## Measure A: Multimodal Elements

### Response:

The North Cedar Lake Regional Trail (NCLRT) is a major east-west bicycle commuter corridor (42% of 522,600 annual trips have a transportation purpose). According to a 2019 Park District visitor study, trail user satisfaction decreased between 2014-2019 primarily due to deteriorating trail condition. The trail supports safe & comfortable travel experiences for multi-modal users and is far superior than typical narrow sidewalks, bike lanes, or share the road conditions which force vulnerable users into roadways w/o protection.

The project facilitates multi-modal transportation via 5 bus routes (see below), 16 bus stops w/in 1,000' of the project, and 3 future SWLRT stops within 1 mile of the project & connected via Cedar Lake Regional Trail:

Route 17: Uptown Transit Station (MPLS), downtown MPLS, and NE MPLS

Route 25: Northtown Transit Station via downtown MPLS

Route 621: Minnetonka/Uptown Transit Station (MPLS)

Route 615: Ridgedale Mall Campus (Minnetonka)

Route 667: Minnetonka/downtown MPLS

SWLRT Blake Road and Downtown Hopkins Stations: 3/4 mile from projects west terminus via Cedar Lake Regional Trail

SWLRT Bryn Mawr station: 1 mile east of projects east terminus via Minneapolis Cedar Lake Trail

Additionally, the project makes 13 local bikeway and sidewalk connections in Hopkins and St. Louis Park, carrying users from the regional system to local destinations. At the project's west terminus, the Hopkins Depot serves as a major bicycle commuter trailhead.

See the Affordable Housing Access Map for destinations that this trail provides access to.

Multi-modal elements include:

- Reconstructing and increasing trail width to 12' providing a more efficient bicycle commuter experience and better accommodating increase in use tied to SLWRT (2027). According to a 2019 Park District study, 11% of NCLRT users rated the trail as "moderate or very crowded."
- Providing a safe and efficient connection to five other regional trails: Cedar Lake, MN River Bluffs, Nine Mile Creek, Lake Minnetonka, and Minneapolis Cedar Lake/Kenilworth systems.
- Upgrading pedestrian ramps (ADA) providing a smooth surface for users of all abilities.
- Improving transit related wayfinding in preparation for SWLRT (2027)
- Providing a quality connection to retail destinations such as Knollwood Retail District in Hopkins (Target, Aldi, Cub Foods).
- Providing connections to major employers such as Westside Center Business Park, which provides showers, lockers, secured indoor bike parking for employees and is connected to the trail via a private, secure trail entrance due to the large number of employees (300 plus) & their support for bicycle commuting.

The project will increase ridership/multi-modal trips by filling last mile gaps between transit and destinations.

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

[Upload Transit map](#)

1702493307120\_NCLRT Transit\_Con\_Map.pdf

If the applicant is completing a transit 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 - Construction Projects

### 1. Public Involvement (20 Percent of Points)

Projects that have been through a public process with residents and other interested public entities are more likely than others to be successful. The project applicant must indicate that events and/or targeted outreach (e.g., surveys and other web-based input) were held to help identify the transportation problem, how the potential solution was selected instead of other options, and the public involvement completed to date on the project. The focus of this section is on the opportunity for public input as opposed to the quality of input. NOTE: A written response is required and failure to respond will result in zero points.

**Multiple types of targeted outreach efforts (such as meetings or online/mail outreach) specific to this project with the general public and partner agencies have been used to help identify the project need.** Yes

100%

**At least one meeting specific to this project with the general public has been used to help identify the project need.**

50%

**At least online/mail outreach effort specific to this project with the general public has been used to help identify the project need.**

50%

**No meeting or outreach specific to this project was conducted, but the project was identified through meetings and/or outreach related to a larger planning effort.**

25%

**No outreach has led to the selection of this project.**

0%

Describe the type(s) of outreach selected for this project (i.e., online or in-person meetings, surveys, demonstration projects), the method(s) used to announce outreach opportunities, and how many people participated. Include any public website links to outreach opportunities.

**Response:**

The North Cedar Lake Regional Trail (NCLRT) is a well-established, multi-use trail which receives about 520,000 annual visits. The project is located within Hopkins and St. Louis Park and extends the total length of the trail within Three Rivers Park Districts jurisdiction (4.4 miles).

While the trail has been in existence since 2002, a master plan was recently developed in 2022 and focused specifically on identifying areas for improvement. The Metropolitan Council and partner cities supported the master plan which calls for reconstructing the trail, increasing trail width, and improving both the the Virginia Ave. and West 36th street road crossings. The associated planning work included many community engagement opportunities. A sampling of opportunities and feedback which are most directly associated with this project scope and/or area are briefly summarized below. A more thorough list of community engagement efforts is included in Question 3A of this application.

- An interactive wiki map available 24/7 for community members to provide geolocated feedback. (3 people engaged, notification via website and social media) (Website no longer available)
  
- Virtual listening session with senior womens Nordic walking group (5 people engaged, notification via local park and recreation senior group e-newsletter). Participants cited the need for smooth pavement, rest stops, and wayfinding.
  
- Online questionnaire was mailed to Boardwalk Apartments residents (77 people engaged, mailed link to questionnaire). Participants cited a preference for wide, easily accessible trails which allow for enough space for bikers and pedestrians to physically separate. Trails that are ADA compliant and not steep are also preferred.
  
- Two onsite pop-ups (28 people engaged, pop-up event). Participants cited an appreciation for smooth pavement surface and a need to improve the pavement/cracks, improving Virginia Ave. crossing.
  
- AARP Senior Bike Ride included a trail ride and coordination with Hopkins staff (17 engaged people, invite extended through their senior programming efforts). Participants cited a desire for safer crossings.
  
- AARP local representative one-on-one mtg (1 person engaged, email invite). Representative shared that 8 in 10 older adults find safe intersections and good trails extremely important.
  
- For the last 4 years, feedback from trail users has been collected on National Bike to Work Day in May on the NCLRT near Aquilla Park (30-100 people each year). Users consistently express concern about failing trail surface and safety concerns around crossings at Virginia Avenue and West 36th street.

Community feedback obtained from the above engagement opportunities included significant support for reconstructing the NCLRT.

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

## **2. Layout (25 Percent of Points)**

Layout includes proposed geometrics and existing and proposed right-of-way boundaries. A basic layout should include a base map (north arrow, scale, legend,\* city and/or county limits; existing ROW, labeled; existing signals;\* and bridge numbers\*) and design data (proposed alignments; bike and/or roadway lane widths; shoulder width;\* proposed signals;\* and proposed ROW). An aerial photograph with a line showing the project?s termini does not suffice and will be awarded zero points. \*If applicable

Layout approved by the applicant and all impacted jurisdictions (i.e., cities/counties/MnDOT. If a MnDOT trunk highway is impacted, approval by MnDOT must have occurred to receive full points. A PDF of the layout must be attached along with letters from each jurisdiction to receive points.

100%

A layout does not apply (signal replacement/signal timing, stand-alone streetscaping, minor intersection improvements). Applicants that are not certain whether a layout is required should contact Colleen Brown at MnDOT Metro State Aid ? colleen.brown@state.mn.us. Yes

100%

For projects where MnDOT trunk highways are impacted and a MnDOT Staff Approved layout is required. Layout approved by the applicant and all impacted local jurisdictions (i.e., cities/counties), and layout review and approval by MnDOT is pending. A PDF of the layout must be attached along with letters from each jurisdiction to receive points.

75%

Layout completed but not approved by all jurisdictions. A PDF of the layout must be attached to receive points.

50%

Layout has been started but is not complete. A PDF of the layout must be attached to receive points.

25%

Layout has not been started

0%

Attach Layout

Please upload attachment in PDF form

Additional Attachments

Please upload attachment in PDF form

### 3. Review of Section 106 Historic Resources (15 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%

There are historical/archeological properties present but determination of ?no historic properties affected? is anticipated.

100%

Historic/archeological property impacted; determination of ?no adverse effect? anticipated

80%

Historic/archeological property impacted; determination of ?adverse effect? anticipated

40%

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

0%

Project is located on an identified historic bridge

### 4. Right-of-Way (25 Percent of Points)

Right-of-way, permanent or temporary easements, and MnDOT agreement/limited-use permit either not required or all have been acquired Yes

100%

Right-of-way, permanent or temporary easements, and/or MnDOT agreement/limited-use permit required - plat, legal descriptions, or official map complete

50%

Right-of-way, permanent or temporary easements, and/or MnDOT agreement/limited-use permit required - parcels identified

25%

Right-of-way, permanent or temporary easements, and/or MnDOT agreement/limited-use permit required - parcels not all identified

0%

### 5. Railroad Involvement (15 Percent of Points)

No railroad involvement on project or railroad Right-of-Way agreement is executed (include signature page, if applicable) Yes

100%

Signature Page

Please upload attachment in PDF form

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

1700582109824\_TNC-7-6-21-BNSF Lease St Louis Park.pdf

50%

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

0%

---

### Measure A: Cost Effectiveness

Total Project Cost (entered in Project Cost Form):	\$5,130,842.00
Enter Amount of the Noise Walls:	\$0.00
Total Project Cost subtract the amount of the noise walls:	\$5,130,842.00
Points Awarded in Previous Criteria	
Cost Effectiveness	\$0.00

---

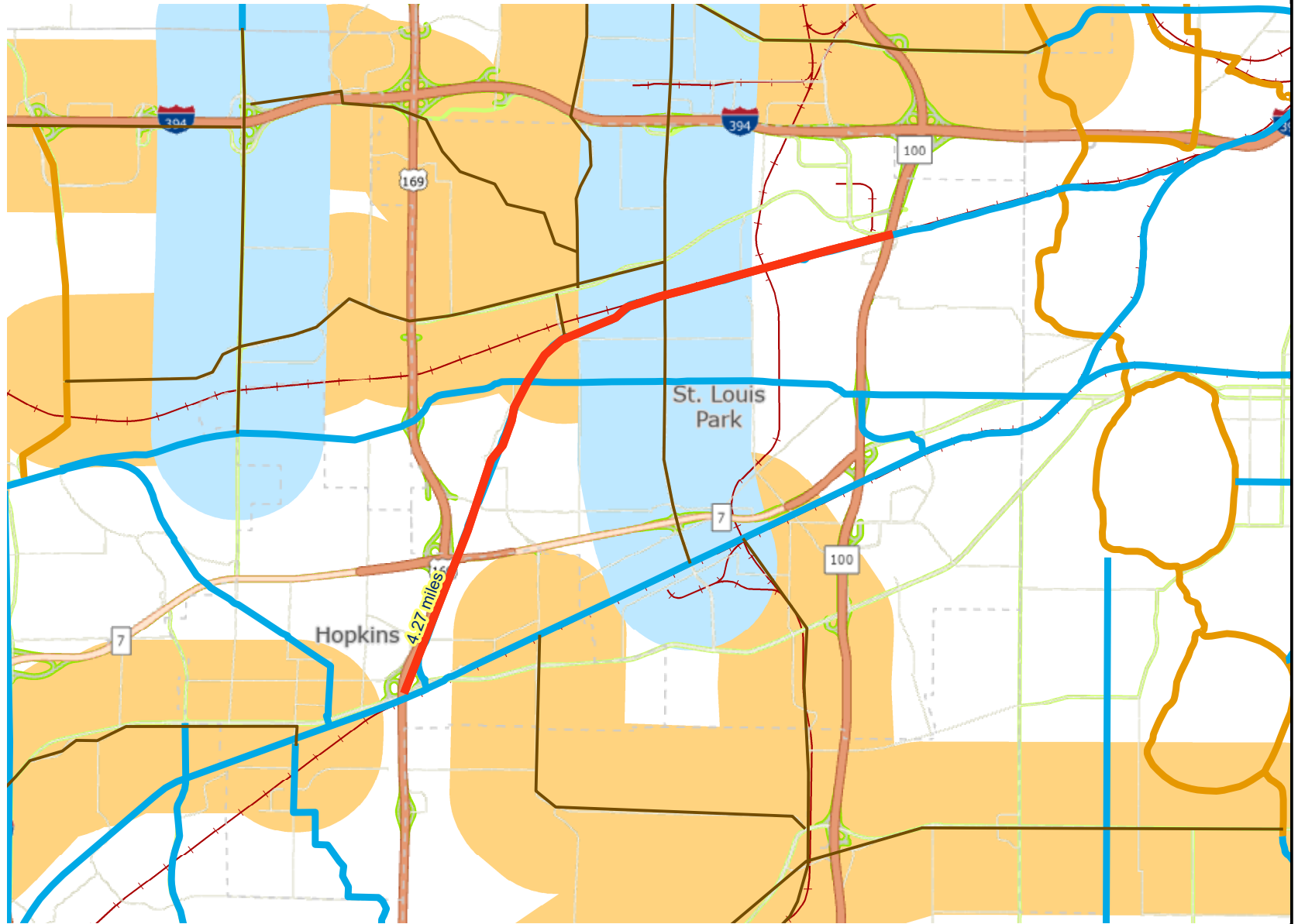
### Other Attachments

File Name	Description	File Size
Henn Co Active Transportation Resolution of Support.pdf	Resolution of Support- Hennepin County Active Transportation Committee	123 KB
Henn County LOS NCLRT.pdf	Hennepin County Letter of Support NCLRT	115 KB
Hopkins LOS.pdf	City of Hopkins Letter of Support	52 KB
NCLRT Existing Conditions Photos.pdf	Existing Conditions Photos	12.6 MB
NCLRT Layout.pdf	Project Layout	1.8 MB
NCLRT Letter of Support_MnDOT.pdf	MNDOT Letter of Support NCLRT	212 KB
NCLRT Winter Maintenance Letter.pdf	Winter Maintenance Letter	813 KB
NCRT_Affordable Housing Access.pdf	Affordable Housing Access Map	2.1 MB
North Cedar Lake RT Summary One Page.pdf	One Page Project Summary	902 KB
St Louis Park - Letter of Support - NCLRT Reconstruction 2024.docx	Letter of Support- St. Louis Park	188 KB

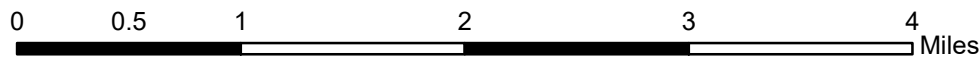


# Project to RBTN Orientation

Multiuse Trails and Bicycle Facilities Project: North Cedar Lake RT Reconstruction | Map ID: 1702484310641



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



Created: 12/13/2023  
LandscapeRSA6



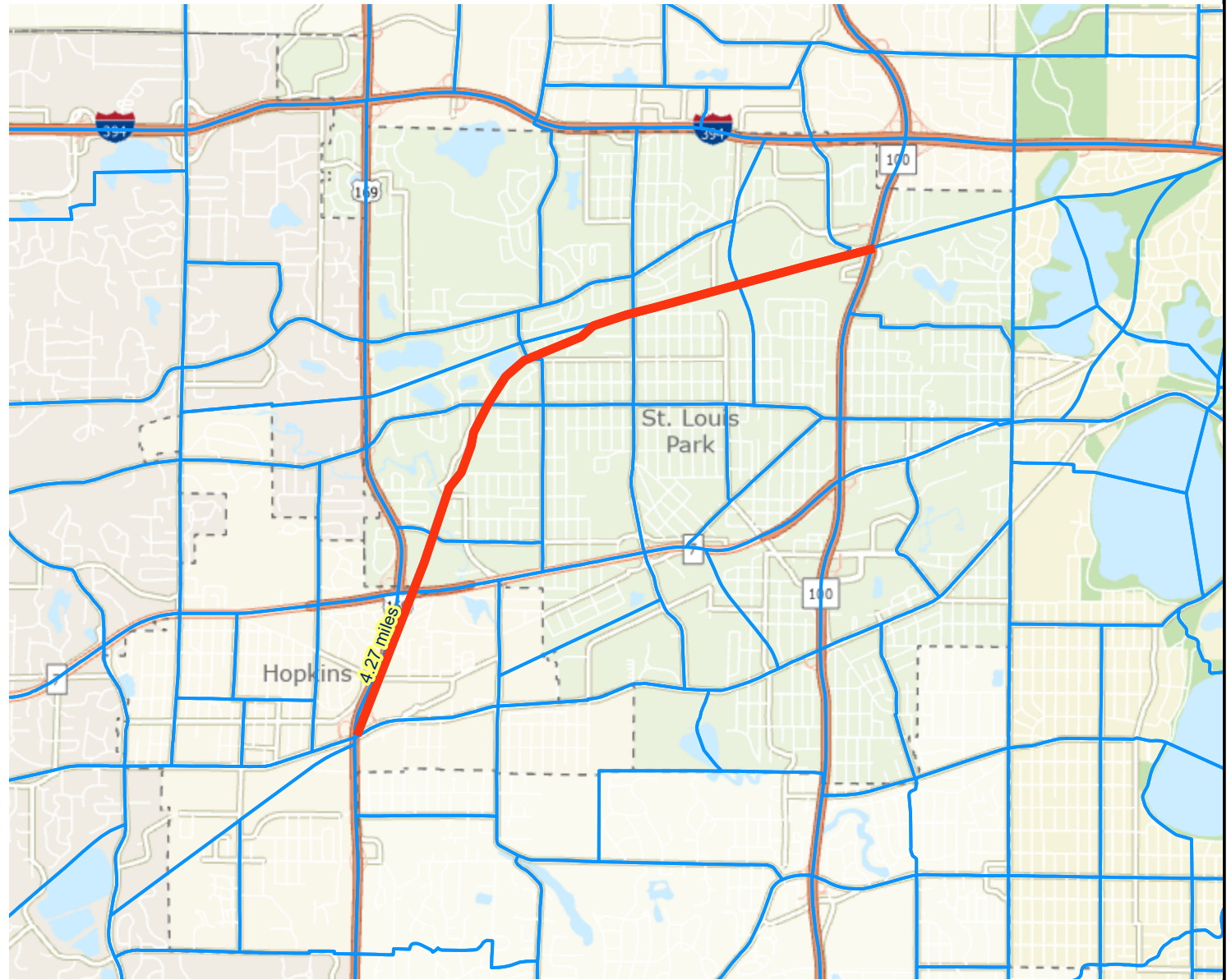
For complete disclaimer of accuracy, please visit <https://giswebsite.metc.state.mn.us/gisite/notice.aspx>







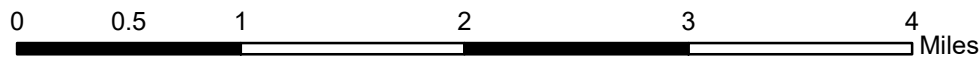
# Population/Employment Summary

## Results

Within ONE Mile of project:  
Total Population: 70696  
Total Employment: 52356



-  Project Points
-  Project Area
-  Project
-  2016 TAZ



Created: 12/13/2023  
LandscapeRSA4



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

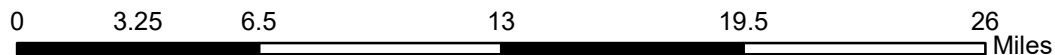
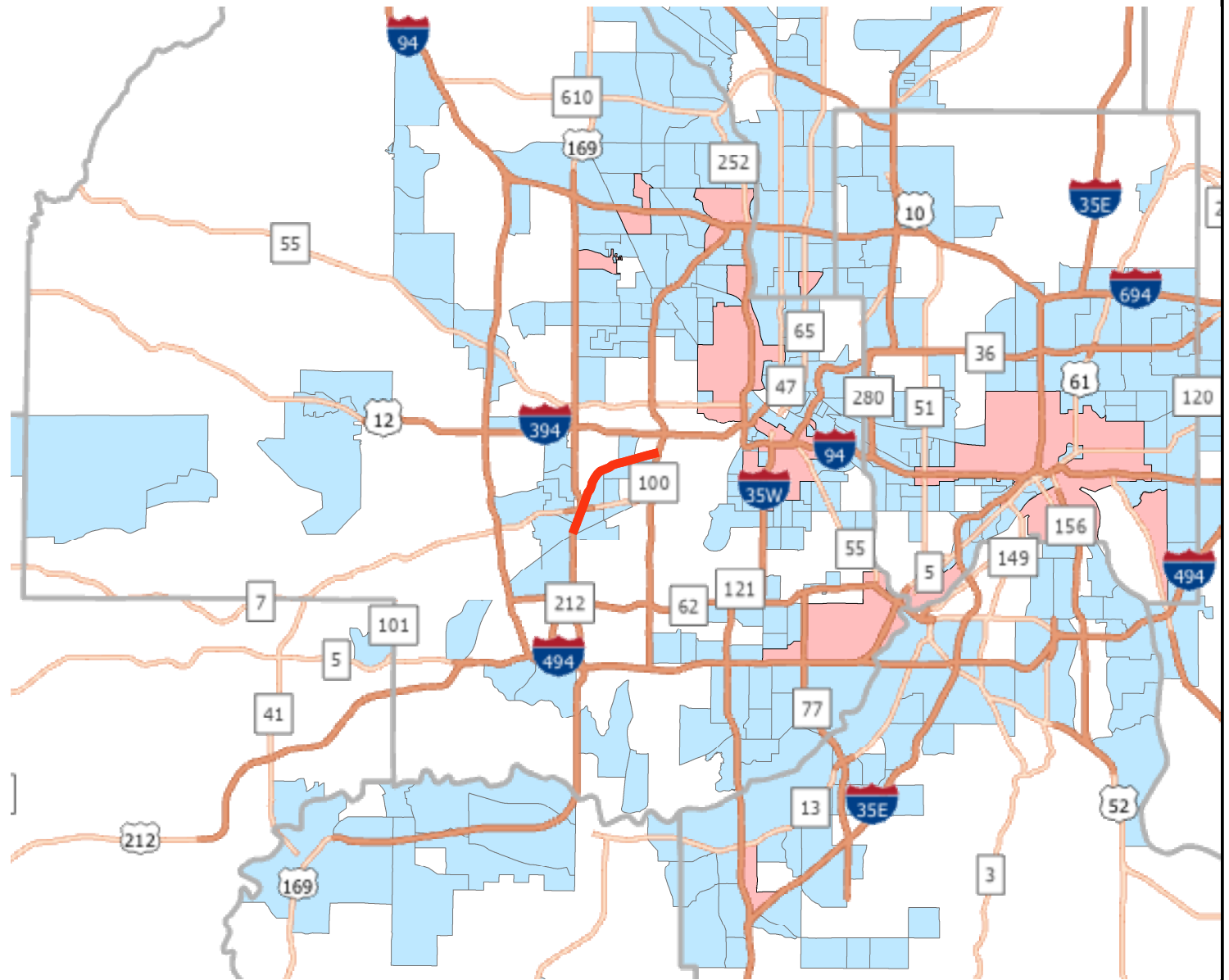


# Socio-Economic Conditions

## Results

Total of publicly subsidized rental housing units in census tracts within 1/2 mile: 1454

Project located in census tract(s) that are ABOVE the regional average for population in poverty or population of color.



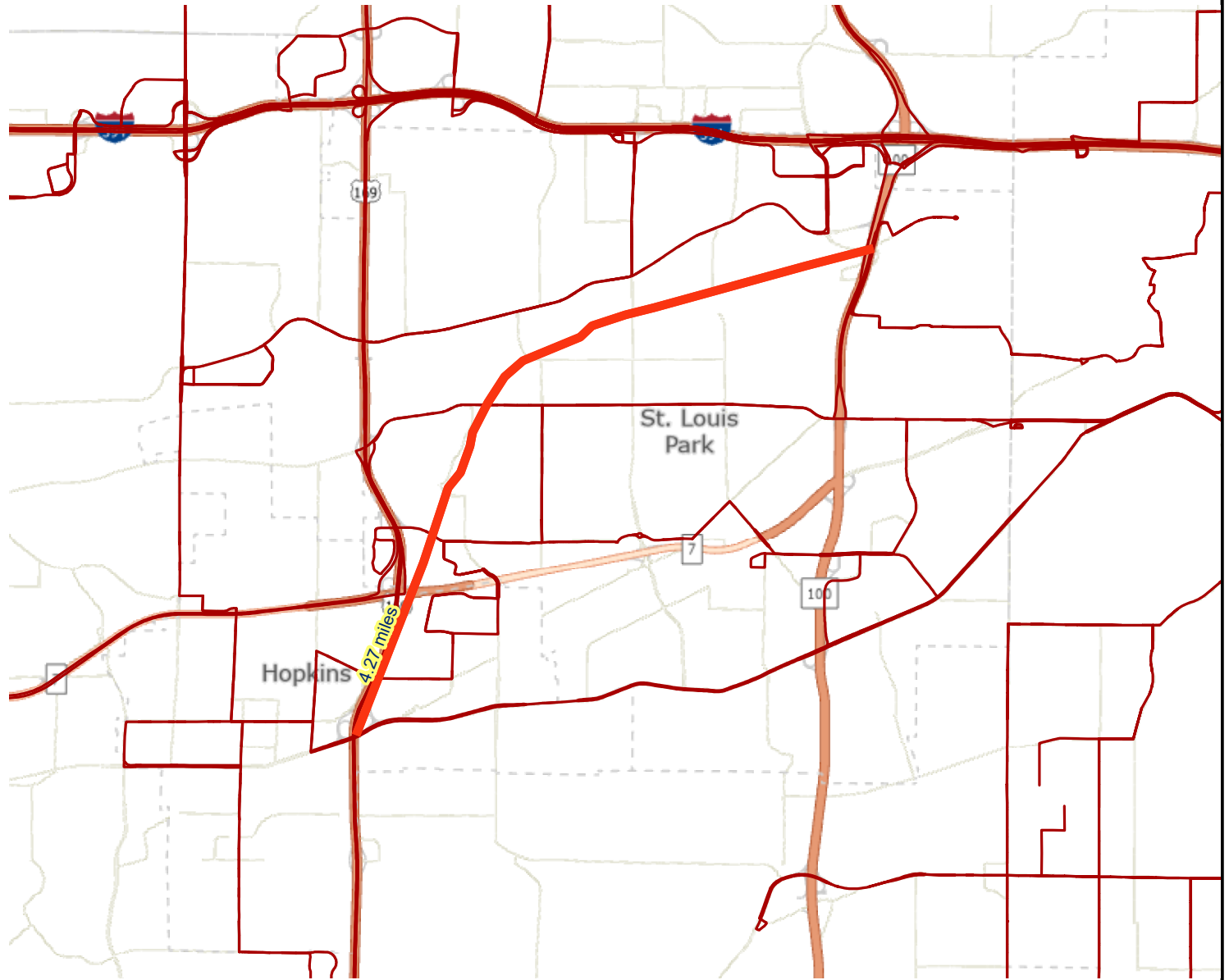
Created: 12/13/2023  
LandscapeRSA2



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



# Transit Connections



## Results

Transit with a Direct Connection to project:





17 25 490 493 612 615 667

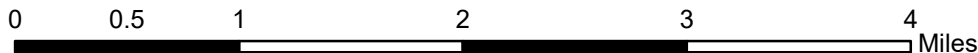
\*Green Line Extension

\*Highway 169

*\*indicates Planned Alignments*

Transit Market areas: 2

-  Project Points
-  Transit Routes
-  Project
-  Project Area



Created: 12/13/2023  
LandscapeRSA3



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





**INDEFINITE TERM LEASE  
LAND**

THIS INDEFINITE TERM LEASE FOR LAND ("Lease") is made and entered into to be effective as of the 6th day of July, 2021 ("Effective Date"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Lessor") and **THREE RIVERS PARK DISTRICT**, a Minnesota corporation ("Lessee").

**RECITALS**

A. Lessor is in the railroad transportation business and owns or controls a system of rail tracks ("Lessor's Track(s)") and various real properties associated therewith, including certain Premises as described below which Lessee desires to lease from Lessor.

B. Lessor has agreed to lease to Lessee the Premises, subject to the terms, conditions and limitations provided herein.

**AGREEMENTS**

In consideration of the mutual covenants herein, Lessor and Lessee hereby agree as follows:

**Section 1. Premises and Term.**

A. Lessor leases to Lessee and Lessee leases from Lessor, subject to the covenants, agreements, terms, provisions and conditions of this Lease, that certain parcel of real property, situated in the City of Saint Louis Park, County of Hennepin, State of Minnesota, along Line Segment 22, Mile Post 16 and constituting the shaded area shown upon Print Nos. 78958A and 78958B, dated September 28, 2020 a copy of which is attached hereto as Exhibit "A" and made a part hereof ("Premises").

B. Lessee leases the Premises from Lessor beginning January 1, 2021 ("Commencement Date"), and shall continue until terminated by either party as provided in this Section 1(B). This Lease may be terminated by either party, at any time, without cause, for convenience, by serving upon the other party written notice of termination at least thirty (30) days in advance. Upon the expiration of the time specified in such notice, this Lease and all rights of Lessee shall absolutely cease.

C. Upon termination, either (i) Lessor may retain from prepaid rent, as an additional charge for use of the Premises, a sum equal to three (3) months Base Rent (as defined below), and any unearned portion of the annual Base Rent, in excess of such retainage, paid in advance shall be refunded to Lessee or (ii) if Lessor has not been paid sufficient Base Rent to satisfy the above retainage, then Lessee shall pay Lessor a sufficient sum so that, together with sums already held by Lessor, Lessor shall hold a sum equal to three (3) months Base Rent which Lessor shall retain as an additional charge for use of the Premises, and such additional sum shall be paid by Lessee within thirty (30) days of termination of the Lease.

D. Each consecutive twelve-month period this Lease is in effect, beginning with the Effective Date of this Lease, is herein called a "Lease Year."

E. Lessee acknowledges that it is assuming all risks associated with Lessor's right to terminate this Lease at any time as provided above, and (i) Lessor gives no assurance that Lessor will delay termination of this Lease for any length of time whatsoever, (ii) Lessee may expend money and effort during the term of this Lease which may not ultimately be of any benefit to Lessee if Lessor terminates this Lease, but nonetheless, Lessor shall have the right to terminate the Lease if Lessor determines in its sole and absolute discretion that Lessor

desires to terminate, and (iii) in no event shall Lessor be deemed to have any legal obligations to continue to lease the Premises for any length of time.

## **Section 2. Use and Compliance.**

**A.** Lessee may use the Premises for the sole and exclusive purpose of recreational trail and lessee installed fence and for no other purpose without the prior written consent of Lessor. Lessee shall respond to Lessor's reasonable inquiries regarding the use or condition of the Premises.

**B.** Lessee shall comply with all Laws applicable to Lessee, the Premises, this Lease and Lessee's activities and obligations hereunder, and shall have the sole responsibility for costs, fees, or expenses associated with such compliance. As used herein, the term "Laws" shall mean any and all statutes, laws, ordinances, codes, rules or regulations or any order, decision, injunction, judgment, award or decree of any public body or authority having jurisdiction over Lessee, the Premises, this Lease, and/or Lessee's obligations under this Lease, and shall include all Environmental Laws (as defined in Section 4(A)).

**C.** If any governmental license or permit is required or desirable for the proper and lawful conduct of Lessee's business or other activity in or on the Premises, or if the failure to secure such a license or permit might in any way affect Lessor, then Lessee, at Lessee's expense, shall procure and thereafter maintain such license or permit and submit the same to inspection by Lessor. Lessee, at Lessee's expense, shall at all times comply with the requirements of each such license or permit.

## **Section 3. Rent.**

**A.** Lessee shall pay as rental for the Premises, in advance, an amount equal to Twelve Thousand Dollars (\$12,000.00) annually during the term of the Lease, ("Base Rent"). Base Rent shall increase 3% annually during the term of the Lease. Lessor reserves the right to change rental rates as conditions warrant. Billing or acceptance by Lessor of any rental shall not imply a definite term or otherwise restrict either party from canceling this Lease as provided herein. Either party hereto may assign any receivables due it under this Lease; provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this Lease. All rent and other monetary payments under this Lease from Lessee to Lessor shall be delivered solely to the following address:

**BNSF Railway Company  
PO Box 676160  
Dallas, TX 75267-6160**

Lessor shall have the right to designate at any time and from time to time a different address for delivery of such payments by written notice to Lessee pursuant to the notice provisions of Section 36 below. No rent or other payment sent to any other address shall be deemed received by Lessor unless and until Lessor has actually posted such payment as received on the account of Lessee, and Lessee shall be subject to all default provisions hereunder, late fees and other consequences as a result thereof in the same manner as if Lessee had failed or delayed in making any payment.

**B.** Lessee acknowledges that Lessor utilizes the rental collection system involving direct deposit of monies received through a financial institution selected by Lessor, which precludes Lessor's ability to exercise rejection of a rental payment before Lessee's check is cashed. Lessee agrees that as a condition of Lessor granting this Lease Lessee hereby waives any rights it may have under law to force continuation of this Lease due to Lessor having accepted and cashed Lessee's rental remittance. Lessor shall have the option of rejecting Lessee's payment by refunding to Lessee the rental amount paid by Lessee, adjusted as set forth in this Lease, and enforcing the termination provisions of this Lease.



C. Lessee shall pay the Base Rent and all additional amounts due pursuant to Section 9 as and when the same become due and payable, without demand, set-off, or deduction. Lessee's obligation to pay Base Rent and all amounts due under this Lease is an independent covenant and no act or circumstance, regardless of whether such act or circumstance constitutes a breach under this Lease by Lessor, shall release Lessee of its obligation to pay Base Rent and all amounts due as required by this Lease.

D. If any Base Rent or any payment under Section 9 or any other payment due by Lessee hereunder is not paid within five (5) days after the date the same is due, Lessor may assess Lessee a late fee ("Late Fee") in an amount equal to 5% of the amount which was not paid when due to compensate Lessor for Lessor's administrative burden in connection with such late payment. In addition to said Late Fee, Lessee shall pay interest on the unpaid sum from the due date thereof to the date of payment by Lessee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in The Wall Street Journal in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in The Wall Street Journal in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

#### **Section 4. Environmental.**

A. Lessee shall strictly comply with all federal, state and local environmental laws and regulations in its occupation and use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Clean Air Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Lessee shall not maintain any treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws, on the Premises. Lessee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws, on or about the Premises.

B. Lessee shall give Lessor immediate notice to Lessor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises and to Lessor's Manager Environmental Leases at (785) 435-2386 for any violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Lessee's use of the Premises. Lessee shall use its best efforts to promptly respond to any release on or from the Premises. Lessee also shall give Lessor's Manager Environmental Leases immediate notice of all measures undertaken on behalf of Lessee to investigate, remediate, respond to or otherwise cure such release or violation and shall provide to Lessor's Manager Environmental Leases copies of all reports and/or data regarding any investigations or remediations of the Premises.

C. In the event that Lessor has notice from Lessee or otherwise of a release or violation of Environmental Laws on the Premises which occurred or may occur during the term of this Lease, Lessor may require Lessee, at Lessee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Lessor's right-of-way.

D. Lessee shall promptly report to Lessor in writing any conditions or activities upon the Premises which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Lessee's reporting to Lessor shall not relieve Lessee of any obligation whatsoever imposed on it by this Lease. Lessee shall promptly respond to Lessor's request for information regarding said conditions or activities.

E. Hazardous Materials are not permitted on the Premises except as otherwise described herein. Lessee expects to use on the Premises the following Hazardous Materials: None, and to store on the Premises the following Hazardous Materials (as defined in Section 4(F) below): None; provided, however, that Lessee may only use and store the listed Hazardous Materials in such amounts as are necessary and customary in Lessee's industry for the permitted uses hereunder ("Permitted Substances"). All such

Permitted Substances shall be placed, used, and stored in strict accordance with all Environmental Laws. Use or storage on the Premises of any Hazardous Materials not disclosed in this Section 4(E) is a breach of this Lease.

F. For purposes of this Section 4, "Hazardous Materials" means all materials, chemicals, compounds, or substances (including without limitation asbestos, petroleum products, and lead-based paint) identified as hazardous or toxic under Environmental Laws.

G. Lessor may, at its option prior to termination of this Lease, require Lessee to conduct an environmental audit of the Premises through an environmental consulting engineer acceptable to Lessor, at Lessee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during Lessee's occupancy thereof. The audit shall be conducted to Lessor's satisfaction and a copy of the audit report shall promptly be provided to Lessor for its review. Lessee shall pay all expenses for any remedial action that may be required as a result of said audit to correct any noncompliance or environmental damage, and all necessary work shall be performed by Lessee prior to termination of this Lease.

#### **Section 5. Access to Adjacent Property by Lessee.**

If access to and from the Premises can be accomplished only through use of Lessor's property adjacent to the Premises, such use is granted for ingress and egress only and on a non-exclusive basis, subject to such restrictions and conditions as Lessor may impose by notice to Lessee. Lessor shall have the right to designate the location or route to be used. Lessee understands and agrees that all of the terms and obligations under this Lease applicable to Lessee shall also be applicable to Lessee with respect to Lessee's use of any property adjacent to the Premises which Lessee may use just as though the property has been specifically described as part of the Premises, including, without limitation, the indemnity provisions of Section 13. Notwithstanding anything to the contrary herein, this Section 5 shall not grant Lessee any right to cross any of Lessor's Tracks. Any such crossing rights may only be granted by a separate written agreement between Lessor and Lessee.

#### **Section 6. Access to Premises by Lessor.**

A. Lessor and its contractors, agents and other designated third parties may at all reasonable times and at any time in case of emergency, in such manner as to not unreasonably interfere with Lessee's use of the Premises as allowed hereunder, (i) enter the Premises for inspection of the Premises or to protect the Lessor's interest in the Premises or to protect from damage any property adjoining the Premises, (ii) enter the Premises to construct, maintain, and operate trackage, fences, pipelines, communication facilities, fiber optic lines, wireless towers, telephone, power or other transmission lines, or appurtenances or facilities of like character, upon, over, across, or beneath the Premises, without payment of any sum for any damage, including damage to growing crops, (iii) take all required materials and equipment onto the Premises, and perform all required work therein, for the purpose of making alterations, repairs, or additions to the Premises as Lessor may elect if Lessee defaults in its obligation to do so, (iv) enter the Premises to show the Premises to holders of encumbrances on the interest of Lessor in the Premises, or to prospective purchasers or mortgagees of the Premises, and all such entries and activities shall be without any rebate of rent to Lessee for any loss of occupancy of the Premises, or damage, injury or inconvenience thereby caused.

B. For purposes stated in this Section 6, Lessor will at all times have keys with which to unlock all of the doors and gates on the Premises, and Lessee will not change or alter any lock thereon without Lessor's permission.

C. In an emergency, Lessor will be entitled to use any and all means that Lessor may deem proper to open doors, gates, and other entrances to obtain entry to the Premises. Any entry to the Premises by Lessor as described in this Section 6 shall not under any circumstances be construed or deemed to be a forcible or



unlawful entry into, or a detainer of, the Premises, or any eviction of Lessee from the Premises, and any damages caused on account thereof will be paid by Lessee.

**Section 7. Warranties.**

**LESSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LESSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.** This Lease is made subject to all outstanding rights or interests of others. If the Premises are subsequently found to be subject to prior claim, this Lease shall terminate immediately on notice to that effect from Lessor. Lessee accepts this Lease subject to that possibility and its effect on Lessee's rights and ownership of the Lessee Improvements. In case of eviction of Lessee by anyone other than Lessor, or anyone owning or claiming title to or any interest in the Premises, Lessor shall not be liable to Lessee for damage of any kind (including any loss of ownership right to Lessee's Improvements) or to refund any rent paid hereunder, except to return the unearned portion of any rent paid in advance.

**Section 8. Premises Condition; Lessee Improvements.**

**A.** Lessee represents that the Premises, the Lessee owned fence, the title thereto, any subsurface conditions thereof, and the present uses thereof have been examined by the Lessee. Lessee accepts the same in the condition in which they now are, without representation or warranty, expressed or implied, in fact or by law, by the Lessor, and without recourse to the Lessor as to the title thereto, the nature, condition or usability thereof, or the uses to which the Premises may be put. By taking possession or commencing use of the Premises, Lessee (i) acknowledges that it is relying on its own inspections of the Premises and not on any representations from Lessor regarding the Premises; (ii) establishes conclusively that the Premises are at such time in satisfactory condition and in conformity with this Lease and all zoning or other governmental requirements in all respects; and (iii) accepts the Premises in its condition as of the Commencement Date on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis, subject to all faults and infirmities, whether now or hereafter existing. Nothing contained in this Section 8 affects the commencement of the term of the Lease or the obligation of Lessee to pay rent as provided above. Lessee represents and warrants to Lessor as follows: (i) Lessee does not intend to, and will not, use the Premises for any purpose other than as set forth in Section 2; (ii) Lessee has previously disclosed in writing to Lessor all special requirements (but Lessor shall have no responsibility relative to any such special requirement), if any, which Lessee may have in connection with this intended use; and (iii) Lessee has undertaken and has reasonably and diligently completed all appropriate investigations regarding the suitability of the Premises for Lessee's intended use. Lessee shall comply with any covenants, conditions or restrictions now or hereafter affecting the Premises, and acknowledges that Lessor may place any covenants, conditions or restrictions of record affecting the Premises prior to or during the term of the Lease. In such event, this Lease will be subject and subordinate to all of the same without further action by either party, including, without limitation, the execution of any further instruments. Lessee acknowledges that Lessor has given material concessions for the acknowledgements and provisions contained in this Section 8, and that Lessor is relying on these acknowledgments and agreements and would not have entered into this Lease without such acknowledgements and agreements by Lessee.

**B.** If improvements are necessary for Lessee's use of the Premises, Lessee, at Lessee's sole cost and expense, shall, on or after the Commencement Date, construct and install such improvements to the Premises which are necessary for Lessee's use of the Premises and are acceptable to Lessor in Lessor's sole discretion ("Lessee Improvements"). The construction and installation of any Lessee Improvements shall be subject to Lessor's prior written approval of plans and specifications for such Lessee Improvements to be prepared by Lessee and submitted to Lessor for approval as set forth below, such approval to be in Lessor's sole and absolute discretion. Within forty-five (45) days after the Commencement Date, Lessee shall submit detailed plans and specifications, and the identity of Lessee's proposed general contractor for the Lessee Improvements for Lessor's review and approval. Lessor shall either approve or disapprove the plans and specifications and general contractor (in its sole and absolute discretion) by written notice delivered to Lessee

within sixty (60) days after receipt of the same from Lessee. In the event of any disapproval, Lessor shall specify the reasons for such non-approval. If Lessor fails to deliver notice to Lessee of Lessor's approval or disapproval of the plans, specifications, and proposed general contractor within the time period discussed above, Lessee's plans, specifications and proposed contractor shall be deemed disapproved. If Lessor specifies objections to the plans and specifications or general contractor as herein provided and Lessor and Lessee are unable to resolve the objections by mutual agreement within a period of thirty (30) days from the date of delivery of written notice thereof, Lessee, as its sole remedy, to be exercised not later than ten (10) days after the expiration of said thirty (30) days period, may terminate this Lease by written notice to Lessor. Upon approval of the plans and specifications by Lessor, Lessor and Lessee shall sign the same, and they shall be deemed a part hereof. All Lessee Improvements shall be constructed and installed in accordance with the terms and conditions of Exhibit "B" attached to the Lease and all applicable terms and conditions of the Lease regarding alterations and improvements. Lessee shall not construct any other alteration or improvement to the Premises without Lessor's prior written consent. The Lessee Improvements constructed pursuant to the above provisions shall be owned by Lessee during the term of the Lease and removed from the Premises or surrendered to the Lessor pursuant to Section 20 below upon termination of this Lease.

### **Section 9. Taxes and Utilities.**

**A.** In addition to Base Rent, Lessee shall pay all taxes, utilities, and other charges of every kind and character, whether foreseen or unforeseen, ordinary or extraordinary, which are attributable to the term of this Lease and may become due or levied against the Premises, against Lessee, against the business conducted on the Premises or against the Lessee Improvements placed thereon during the term hereof, even though such taxes, utilities or other charges may not become due and payable until after termination of this Lease provided; however, that Lessee shall only be responsible for the payment of property taxes levied against the Premises to the extent such taxes are separately assessed by the applicable taxing authority as a result of this Lease. Lessee agrees that Lessor shall not be required to furnish to Lessee any utility or other services. If this Lease is a transfer of an existing lease, Lessee must make arrangements with the present lessee for payment of any delinquent and current taxes, utilities, and other charges prior to taking possession. If such arrangements are not made, Lessee agrees to pay all such taxes, utilities, and other charges. If Lessor should make any such payments, Lessee shall promptly upon demand reimburse Lessor for all such sums.

**B.** Should the Premises be subject to special assessment for public improvements in the amount of Five Hundred Dollars (\$500.00) or less during any Lease Year, Lessee shall promptly reimburse Lessor the amount in full. Should the assessment exceed Five Hundred Dollars (\$500.00) during any Lease Year then such excess shall be paid by Lessor, but the Base Rent herein shall be increased by an amount equal to twelve percent (12%) of such excess payable for each Lease Year such amounts are payable.

### **Section 10. Track Clearance.**

**A.** Lessee shall not place, permit to be placed, or allow to remain, any permanent or temporary material, structure, pole, or other obstruction within (i) 8½ feet laterally from the centerline of any of Lessor's Tracks on or about the Premises (nine and one-half (9-1/2) feet on either side of the centerline of any of Lessor's Tracks which are curved) or (ii) 24 feet vertically from the top of the rail of any of Lessor's Tracks on or about the Premises ("Minimal Clearances"); provided that if any law, statute, regulation, ordinance, order, covenant or restriction ("Legal Requirement") requires greater clearances than those provided for in this Section 10, then Lessee shall strictly comply with such Legal Requirement. However, vertical or lateral clearances which are less than the Minimal Clearances but are in compliance with Legal Requirements will not be a violation of this Section 10, so long as Lessee strictly complies with the terms of any such Legal Requirement and posts a sign on the Premises clearly noting the existence of such reduced clearance. Any such sign shall be painted with black and white reflective paint.

B. Lessor's operation over any Lessor's Track on or about the Premises with knowledge of an unauthorized reduced clearance will not be a waiver of the covenants of Lessee contained in this Section 10 or of Lessor's right to recover for and be indemnified and defended against such damages to property, and injury to or death of persons, that may result therefrom.

C. Lessee shall not place or allow to be placed any freight car within 250 feet of either side of any at-grade crossings on Lessor's Tracks.

**Section 11. Repairs; Maintenance.**

A. Lessee shall, at its sole expense, take good care of the Premises (including all Lessee Improvements) and shall not do or suffer any waste with respect thereto and Lessee shall promptly make all necessary or desirable Repairs to the Premises. The term "Repairs" means all reasonable repair and maintenance necessary to keep the Premises (including all Lessee Improvements) in good condition and includes, without limitation, replacements, restoration and renewals when necessary. Lessee shall keep and maintain any paved areas, sidewalks, curbs, landscaping, and lawn areas in a clean and orderly condition, and free of accumulation of dirt and rubbish.

B. Lessor shall not have any liability or obligation to furnish or pay for any services or facilities of whatsoever nature or to make any Repairs or alterations of whatsoever nature in or to the Premises, including but not limited to structural repairs, or to maintain the Premises in any manner. Lessee acknowledges that Lessor shall have no responsibility for management of the Premises.

**Section 12. Safety; Dangerous and Hazardous Conditions.**

It is understood by Lessee that the Premises may be in dangerous proximity to railroad tracks, including Lessor's Tracks, and that persons and property, whether real or personal, on the Premises will be in danger of injury, death or destruction incident to the operation of the railroad, including, without limitation, the risk of derailment, fire, or inadequate clearance (including sight clearance or vision obstruction problems at grade crossings on or adjacent to the Premises), and Lessee accepts this Lease subject to such dangers, and acknowledges that its indemnification obligations hereunder extend to and include all such risks.

**Section 13. Indemnity.**

A. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS LEASE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS;
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LEASE;
- (iii) LESSEE'S OCCUPATION AND USE OF THE PREMISES;



(iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY LESSEE; OR

(v) ANY ACT OR OMISSION OF LESSEE OR LESSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LESSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

B. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 13(A), LESSEE SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMISES FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LESSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LESSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LEASE SHALL NOT IN ANY WAY SUBJECT LESSOR TO CLAIMS THAT LESSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LESSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

C. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LESSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

D. Upon written notice from Lessor, Lessee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Lease for which Lessee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Lessee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

#### **Section 14. Equal Protection.**

It is agreed that the provisions of Sections 10, 12, and 13 are for the equal protection of other railroad companies, including, without limitation, the National Railroad Passenger Corporation (Amtrak), permitted to use Lessor's property, and such railroad companies shall be deemed to be included as Indemnitees under Sections 10, 12, and 13.

### **Section 15. Assignment and Sublease.**

**A.** Lessee shall not (i) assign or otherwise transfer this Lease or any interest herein, or (ii) sublet the Premises or any part thereof, without, in each instance, obtaining the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion. For purposes of this Section 15, in the event that there are aggregate transfers or other changes in the ownership interests of Lessee resulting in a change of more than 20% of the ownership interests as held on the date hereof, a transfer shall be deemed to have occurred hereunder. Any person or legal representative of Lessee, to whom Lessee's interest under this Lease passes by operation of law, or otherwise, will be bound by the provisions of this Lease.

**B.** Any assignment, lease, sublease or transfer made pursuant to Section 15(A) may be made only if, and shall not be effective until, the assignee cures all outstanding defaults of Lessee hereunder and executes, acknowledges and delivers to Lessor an agreement, in form and substance satisfactory to Lessor, whereby the assignee assumes the obligations and performance of this Lease and agrees to be personally bound by and upon all of the covenants, agreements, terms, provisions and conditions hereof on the part of Lessee to be performed or observed. Lessee covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of rent by Lessor from an assignee or transferee or any other party, Lessee will remain fully and primarily liable along with the assignee for the payment of the rent due and to become due under this Lease and for the performance of all of the covenants, agreements, terms, provisions, and conditions of this Lease on the part of Lessee to be performed or observed.

### **Section 16. Liens.**

Lessee shall promptly pay, discharge and release of record any and all liens, charges and orders arising out of any construction, alterations or repairs, suffered or permitted to be done by Lessee on the Premises. Lessor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Lessor to take any such action shall not relieve Lessee of any obligation or liability under this Section 16 or any other Section of this Lease.

### **Section 17. Insurance.**

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease the following insurance coverage:

**A.** All risks property insurance covering all of **Railroad's** property including property in the care, custody, or control of Lessee. Coverage shall include the following:

- ◆ Issued on a replacement cost basis.
- ◆ Shall provide that in respect of the interest of **Railroad** the insurance shall not be invalidated by any action or inaction of Lessee or any other person and shall insure the respective interests of **Railroad** as they appear, regardless of any breach or violation of any warranty, declaration or condition contained in such policies by Lessee or any other person.
- ◆ Include a standard loss payable endorsement naming **Railroad** as the loss payee as its interests may appear.
- ◆ Include a waiver of subrogation in favor of **Railroad**.

**B.** Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$ 2,000,000 but in no event less than the amount otherwise carried by Lessee. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and

include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to **Railroad**.
- Additional insured endorsement in favor of and acceptable to **Railroad and Jones Lang LaSalle Brokerage, Inc.**
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by **Railroad**.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railroad** employees.

No other endorsements limiting coverage may be included on the policy.

**C. Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to **Railroad**.
- ◆ Additional insured endorsement in favor or and acceptable to **Railroad**.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by **Railroad**.

**D. Workers Compensation and Employers Liability insurance** including coverage for, but not limited to:

- ◆ Lessee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to **Railroad**.

**E.** If construction is to be performed on the Premises by Lessee, Lessee or Lessee's contractor shall procure Railroad Protective Liability insurance naming only the **Railroad** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.





































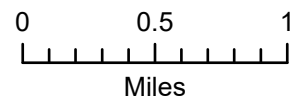
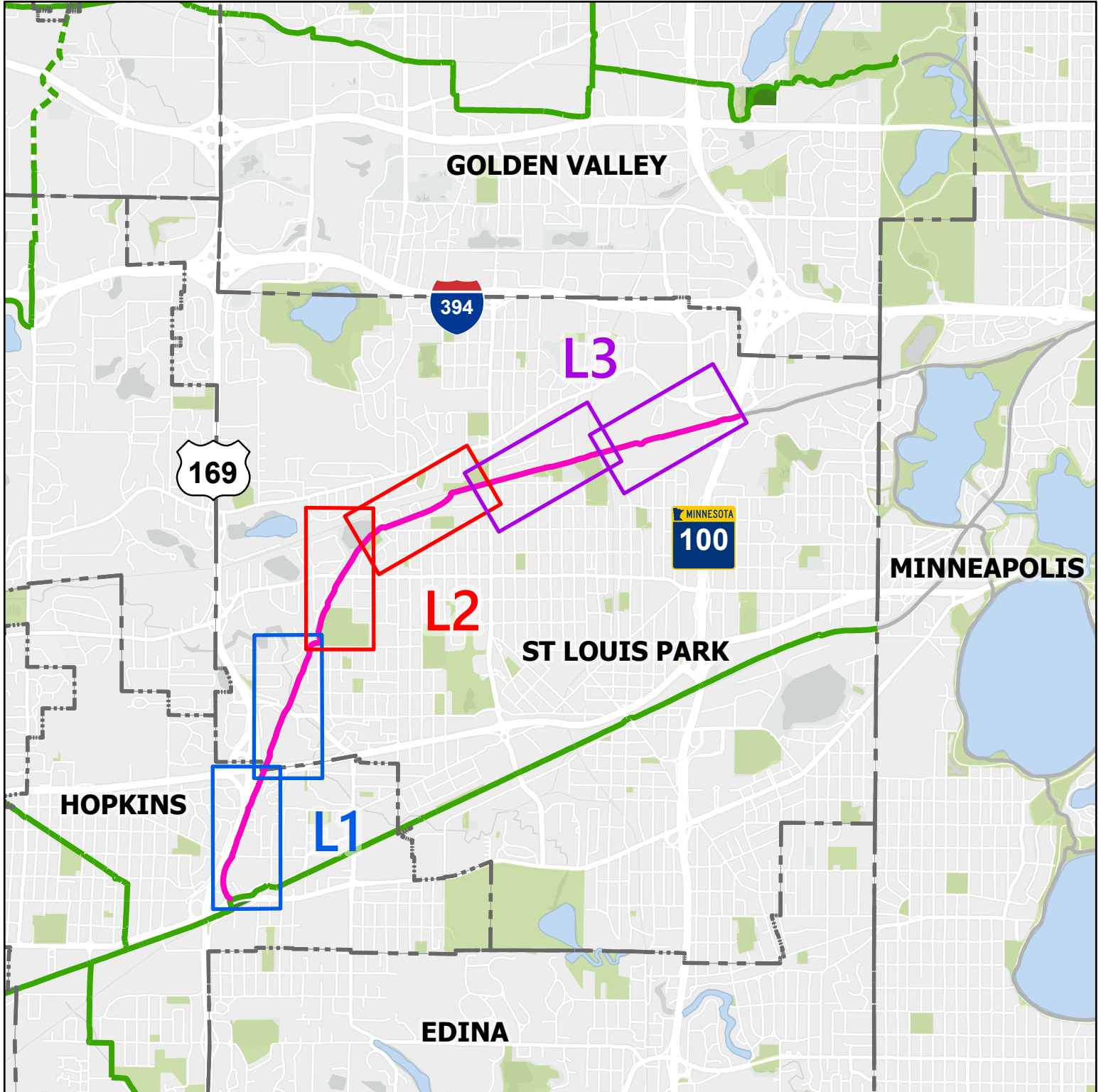






# North Cedar Lake Regional Trail

Reconstruct 4.4 miles in St. Louis Park

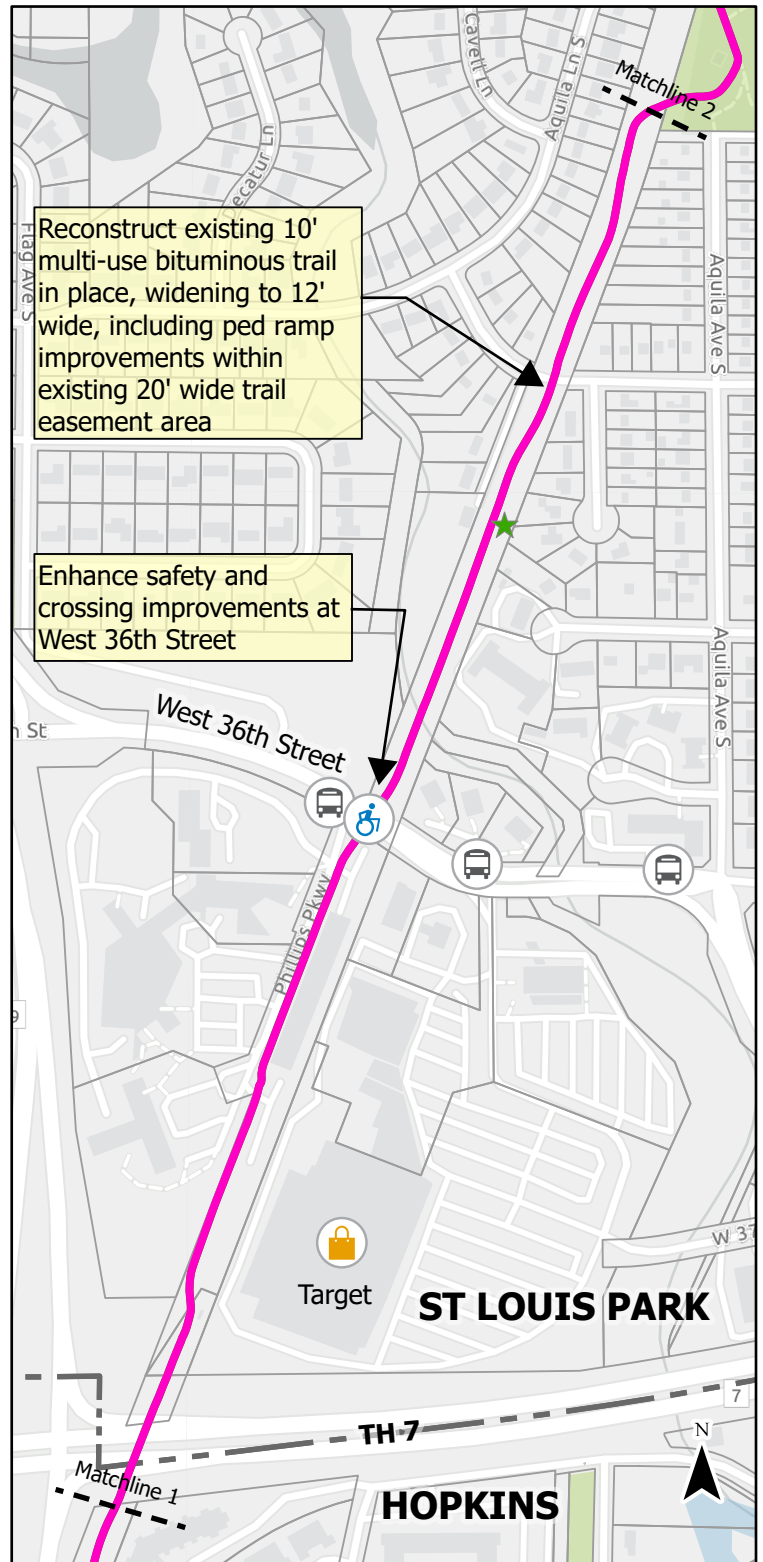
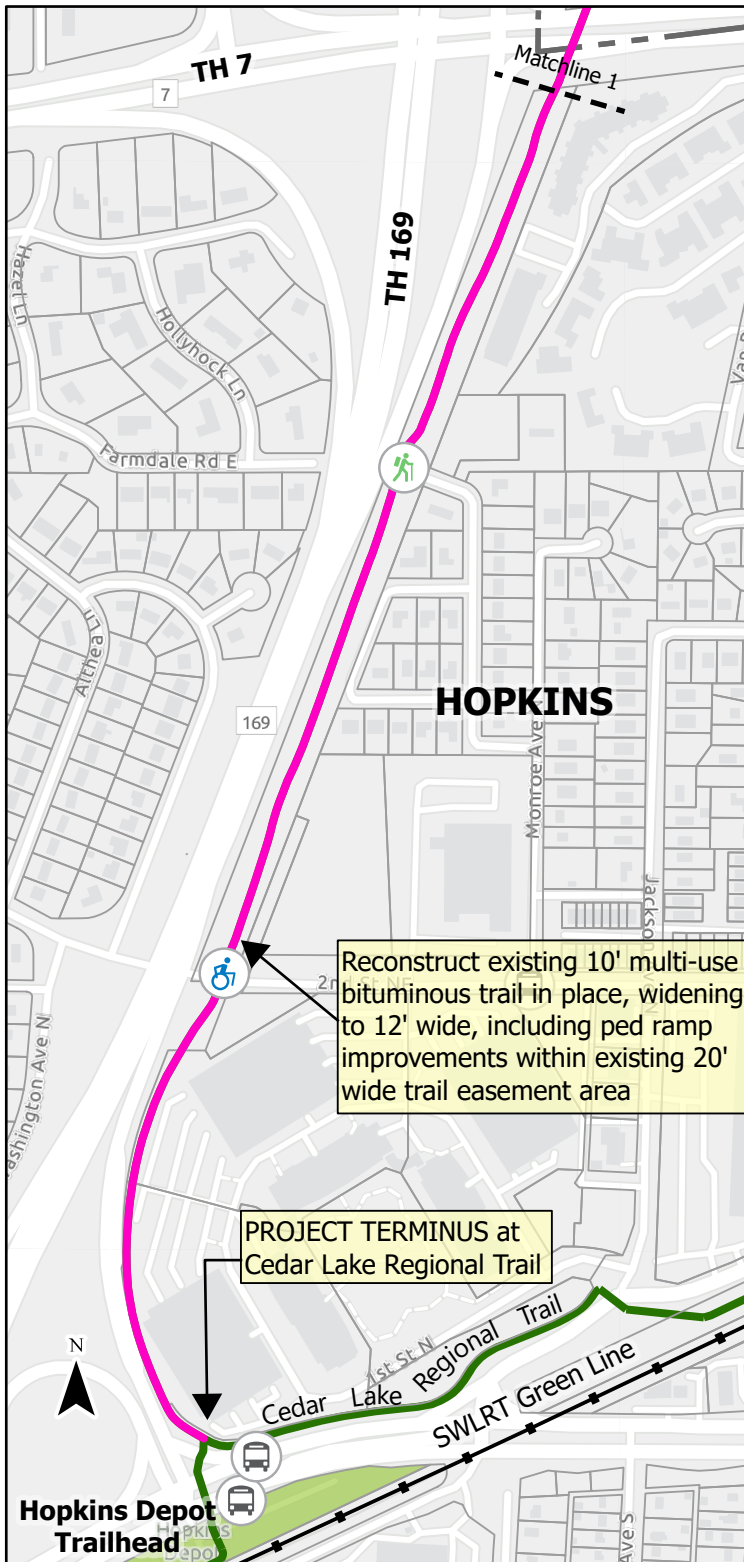


## Layout Context Map












Planning Department

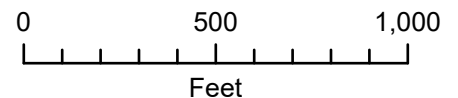
Revised Date: 12/1/2023

This map is for general reference only.  
This is not a legal document and it is provided without warranty.  
Data represented in this map is from a variety of sources, and is dynamic.  
The user acknowledges and accepts these terms.



**Legend**

 Regional Trail Reconstruction	 Wayfinding Signage	 Local Trail Connection
 Existing Regional Trail	 Place of Worship	 ADA Ped Ramp
 Planned Regional Trail	 Retail Center	 Rest Stop
 Transit Stop	 School	

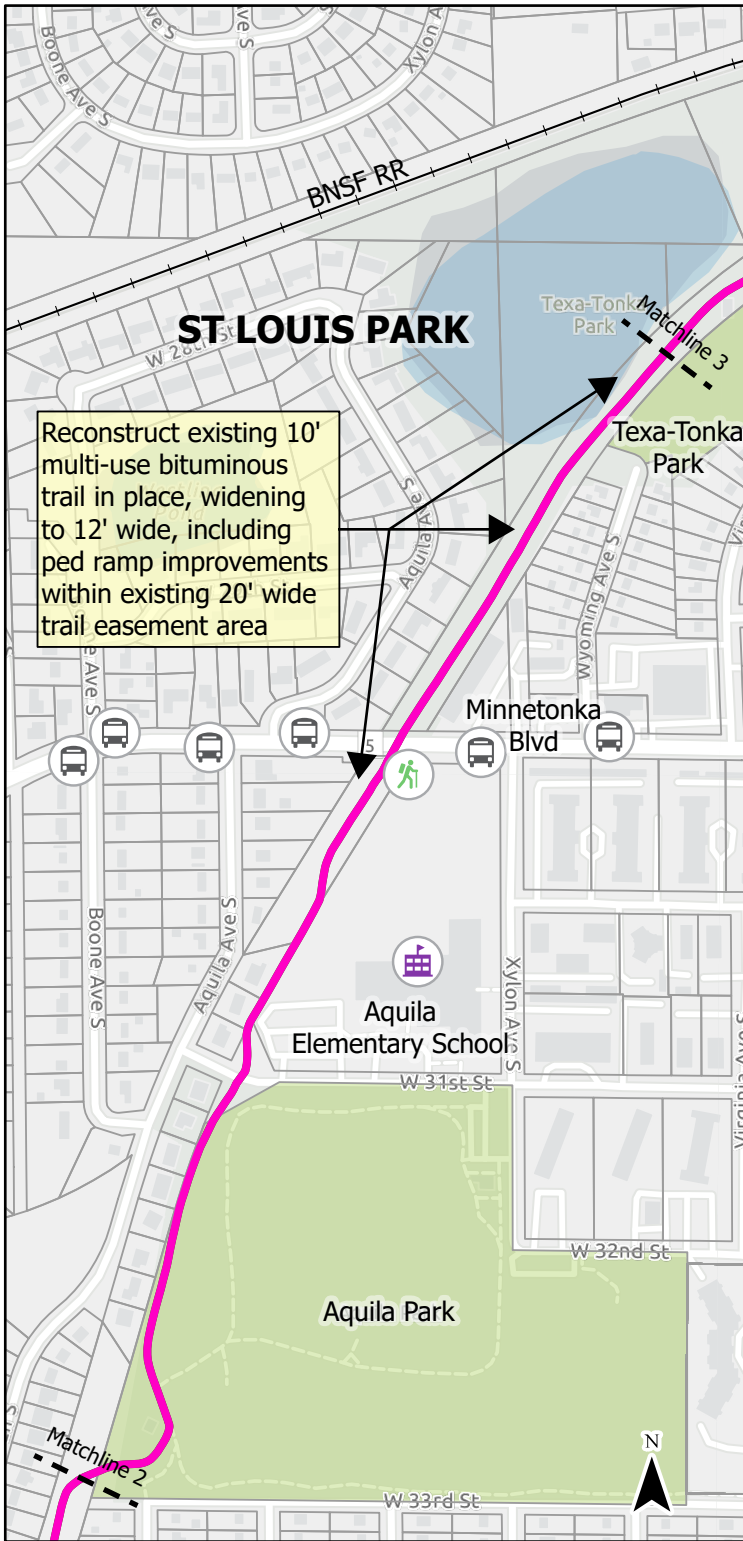













**Planning Department**

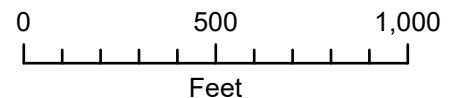
Revised Date: 12/1/2023

This map is for general reference only. This is not a legal document and it is provided without warranty. Data represented in this map is from a variety of sources, and is dynamic. The user acknowledges and accepts these terms.





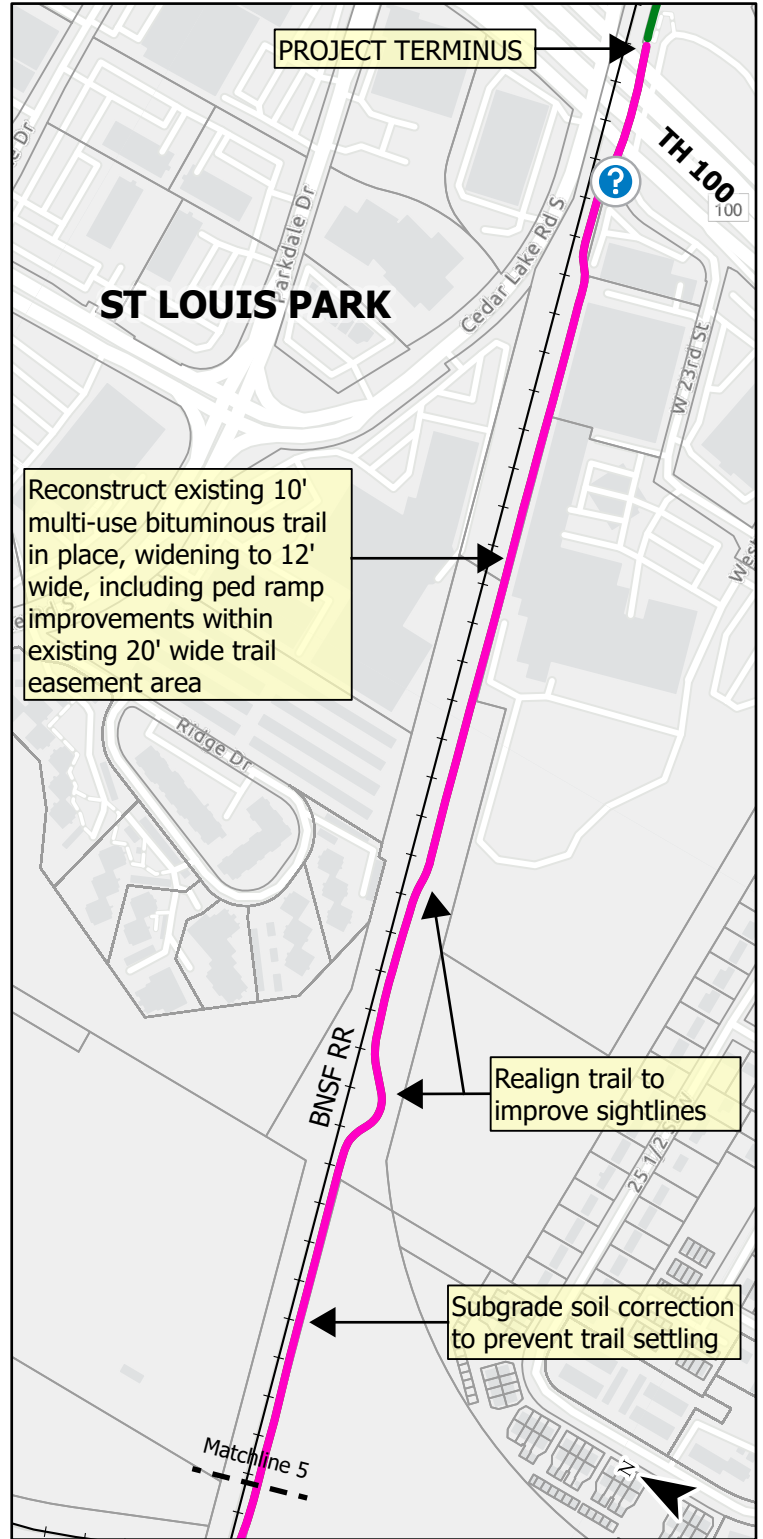
Legend			
	Regional Trail Reconstruction		Wayfinding Signage
	Existing Regional Trail		Place of Worship
	Planned Regional Trail		Retail Center
	Transit Stop		Local Trail Connection
			ADA Ped Ramp
			Rest Stop
			School



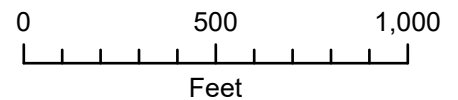
**Planning Department**

Revised Date: 12/1/2023

This map is for general reference only. This is not a legal document and it is provided without warranty. Data represented in this map is from a variety of sources, and is dynamic. The user acknowledges and accepts these terms.



Legend			
	Regional Trail Reconstruction		Wayfinding Signage
	Existing Regional Trail		Place of Worship
	Planned Regional Trail		Retail Center
	Transit Stop		Local Trail Connection
			ADA Ped Ramp
			Rest Stop
			School



**Planning Department**

Revised Date: 12/1/2023

This map is for general reference only. This is not a legal document and it is provided without warranty. Data represented in this map is from a variety of sources, and is dynamic. The user acknowledges and accepts these terms.

11/29/2023

Kelly Grissman  
Director of Planning – Three Rivers Park District  
3000 Xenium Lane North  
Plymouth, MN 55441

**Re: MnDOT Letter for Three Rivers Park District  
Metropolitan Council/Transportation Advisory Board 2024 Regional Solicitation Funding  
Request for Multi-Use Trail Funding Requests**

Dear Kelly Grissman,

This letter documents MnDOT Metro District's recognition and support for Three Rivers Park District to pursue funding for the Metropolitan Council/Transportation Advisory Board's (TAB) 2024 Regional Solicitation for the following projects:

- **CP Rail Regional Trail: South Segment – New Construction**
- **Crow River Regional Trail – New Construction**
- **Dakota Rail - Luce Line Connector – New Construction**
- **Lake Independence Regional Trail – Reconstruction**
- **Medicine Lake RT: West Segment – Reconstruction**
- **North Cedar Lake RT – Reconstruction**
- **Shingle Creek Regional Trail: Reconstruction**

As proposed, these projects impact MnDOT right-of-way on several roadways. As the agency with jurisdiction over the state highway system, MnDOT will allow Three Rivers Park District to seek improvements proposed in the applications. Details of any future maintenance agreement will need to be determined during project development to define how the improvements will be maintained for the project's useful life if the project receives funding.

MnDOT currently has a bridge project at US 7 with some trail connection work, adjacent to the North Cedar Lake Regional Trail Connection. MnDOT does not anticipate partnering on local projects beyond current agreements. If your project receives funding, continue to work with MnDOT Area staff and Multimodal Planning staff to coordinate needs and opportunities for cooperation.

MnDOT Metro District looks forward to continued cooperation with Three Rivers Park District as these projects move forward and as we work together to improve safety and travel options within the Metro Area.

If you have questions or require additional information at this time, please reach out to your Area Manager at [Ryan.Wilson@state.mn.us](mailto:Ryan.Wilson@state.mn.us) or 651-775-4216.

Sincerely,

Sheila Kauppi, PE  
Metro District Engineer

CC:

Ryan Wilson, West Area Manager

Aaron Tag, Metro Program Director

Michael Samuelson, Metro Multimodal Planning Director

Dan Erickson, Metro State Aid Engineer





Three Rivers  
Park District  
Board of  
Commissioners

December 1, 2023

Marge Beard  
District 1

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

Jennifer DeJournett  
Vice Chair  
District 2

RE: 2023 Regional Solicitation: Confirmation of Snow and Ice Removal  
**North Cedar Lake Regional Trail – Reconstruction**

Erin Kolb  
District 3

Dear Ms. Koutsoukos,

Three Rivers Park District Board of Commissioners authorized staff to solicit federal funding for the **North Cedar Lake Regional Trail – Reconstruction** project through the Metropolitan Council's biannual regional solicitation process at their regular meeting on November 9, 2023.

Louise M. Segreto  
District 4

The Park District recognizes that this trail segment will fail to fully serve its intended purpose if not operational throughout the entire year.

John Gibbs  
Chair  
District 5

This letter is to confirm that, in addition to traditional maintenance of our regional trail system through the warmer months, Three Rivers Park District intends to provide winter maintenance to ensure that the trail remains accessible for all bicyclists and pedestrians, including persons with disabilities.

Jan Guenther  
Appointed  
At Large

We generally provide winter maintenance by entering a contract directly with a company who will provide this service or by providing a stipend to the local city to provide maintenance on our behalf. Three Rivers in partnership with the local city will determine which option to move forward with prior to completion of the trail.

Jesse Winkler  
Appointed  
At Large

Sincerely,

A handwritten signature in blue ink that reads "Boe R. Carlson".

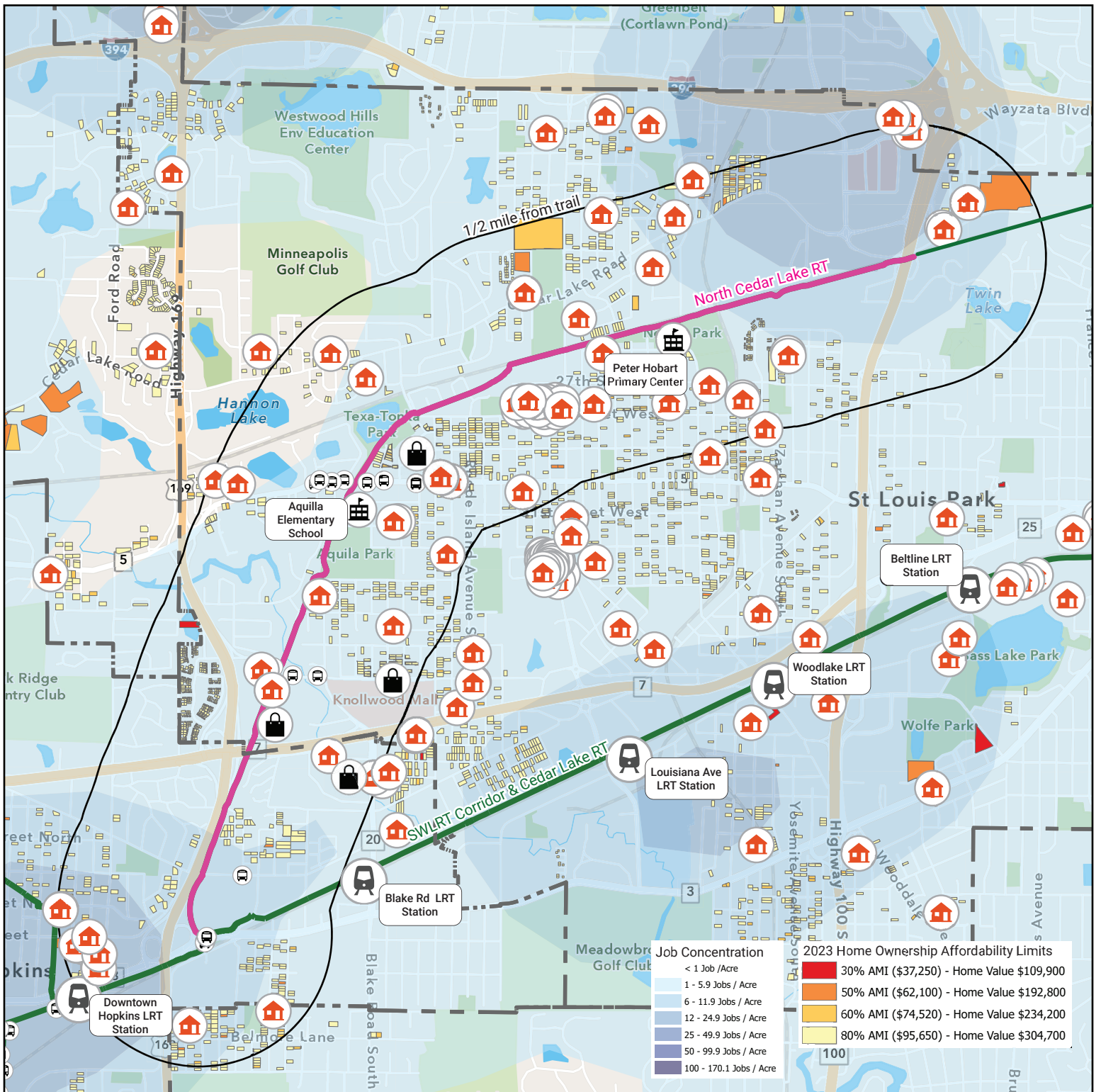
Boe Carlson  
Superintendent

Boe R. Carlson  
Superintendent and Secretary to the Board  
Three Rivers Park District



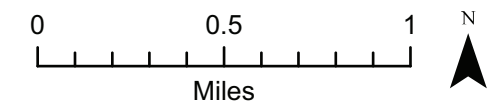
# Affordable Housing Access Map

## North Cedar Lake Regional Trail



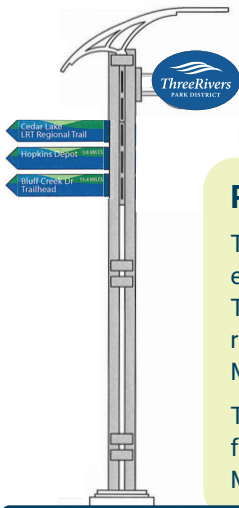
**Legend**

- Regional Trail Reconstruction
- Existing Regional Trail
- Planned Regional Trail
- Affordable Housing Site
- Place of Worship
- Retail Center/Restaurant
- Medical Center
- LRT Stations
- Transit Stop
- School



**Planning Department**  
Revised Date: 12/13/2023

This map is for general reference only. This is not a legal document and it is provided without warranty. Data represented in this map is from a variety of sources, and is dynamic. The user acknowledges and accepts these terms.



# North Cedar Lake Regional Trail

## Reconstruction

### Project Description

This off-road, multi-use trail, non-motorized active transportation project includes reconstructing 4.4 miles of end-of-useful life regional trail and improving the Virginia Avenue crossing area between the Hopkins Depot Trailhead and Minneapolis Regional Trail System in Hopkins and St. Louis Park. This trail was due for complete reconstruction in 2020 but delayed due to the closure of the parallel Cedar Lake Regional Trail as part of the METRO Green Line LRT Extension construction.

This trail provides a link to several METRO Green Line LRT Extension Stations and direct connections to four other regional trails at the Hopkins Depot Trailhead: Cedar Lake, Lake Minnetonka, Nine Mile Creek, and Minnesota River Bluffs.

### Location & Route

Between Hopkins Depot Trailhead (Excelsior Boulevard (CSAH 3) to Minneapolis Regional Trail System (TH 100) through an independent trail corridor along the BNSF Railroad corridor in Hopkins and St. Louis Park, Hennepin County

### Applicant

Three Rivers Park District

### Primary Contact

Danny McCullough,  
Regional Trails Manager  
3000 Xenium Lane N  
Plymouth, MN 55441  
P: 763-559-6746  
Danny.McCullough@  
threeriversparks.org

### Funding Information

#### Requested Award:

\$4,104,647

#### Local Match:

\$1,026,169

#### Total Construction Cost

\$5,130,843

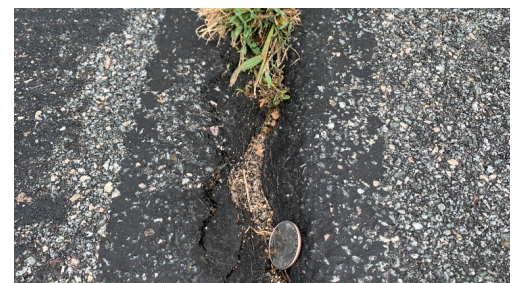
### Project Elements

- Reconstruct 4.4 miles of existing end of useful life regional trail with failing base material (off-road/protected, multi-use bituminous trail)
- Meet all ADA requirements including improving about 10 curb ramps and 2 trail/road crossings (Virginia Ave and West 36th St)
- Widen trail from 10' to 12' and add centerline striping due to trail use volumes

### Project Benefits

- Provides a safe, active transportation option for people of all ages, abilities, and active transportation modes and for those without access to a vehicle or whom choose to commute by foot, bike or non-motorized wheels where facilities are at the end of their useful life.
- Corrects ADA deficiencies and safety concerns caused by deteriorating concrete conditions.
- Maintains and improves community connections: Target, Aldi, Cargil, Supervalu Distribution, Peter Hobart Elementary and Aquilla Elementary Schools, Aquilla, Textra-Tonka and Dakota Parks, Cedar Lake/Lake Minnetonka/Nine Mile Creek/Minnesota River Bluffs Regional Trails, Kenilworth Trail, RBTN Tier 1 Alignment, future METRO Transit Green Line LRT, and 4 bus routes.

### Location



**Trail Condition:** Lateral cracks are present every 30-60 feet due to failing base material along the entire trail corridor. The pavement is no longer conducive to any pavement treatment and requires complete reconstruction to support safe and functional use for people walking, biking, and rolling.