

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 RECONNECTING COMMUNITIES PILOT(RCP) PROGRAM**

This agreement is between the United States Department of Transportation (the “USDOT”) and the Minnesota Department of Transportation (MnDOT) (the “Recipient”).

This agreement reflects the selection of the Recipient to receive an RCP Grant for the Duluth I-35: Community Access Revitalization Study.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS.**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 RCP Program: FHWA Projects,” dated November 4, 2025, which is available on the [RCP website](#). The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RCP Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RCP Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Duluth I-35: Community Access Revitalization Study

Application Date: September 28, 2023

2. Recipient's Unique Entity Identifier.

See section 24.3 of the General Terms and Conditions; also see FMIS.

3. Recipient Contact(s).

Kristine Elwood
State Aid Engineer
Minnesota Department of Transportation
395 John Ireland Blvd., MS 500
St. Paul, MN 55155
(651) 366-4831
Kristine.elwood@state.mn.us

Chris Nobach
Federal Aids Agreement & Special Programs Engineer
State Aid for Local Transportation
395 John Ireland Blvd., MS 500
St. Paul, MN 55155
(651) 366-3824
christopher.nobach@state.mn.us

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

Scott Mareck
Technical Service Team Leader
FHWA Minnesota Division
180 East 5th Street, Suite 930
651-421-8083
scott.mareck@dot.gov

and

Kenneth Petty
Director, Office of Planning
Federal Highway Administration
Office of Planning, Environment, and Realty
1200 New Jersey Avenue SE
Room W51-302
Washington, DC 20590

6. Payment System.

USDOT Payment System: FMIS

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Minnesota Division

8. Federal Award Identification Number.

See section 24.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: City of Duluth, Minnesota

Designated Subrecipient Contacts:

James Gittemeier
Senior Transportation Planner
City of Duluth, Minnesota
411 West First Street Room 160
Duluth, Minnesota 55802
218-730-5338
jgittemeier@duluthmn.gov

Jenn Moses
Planning and Development Division Manager
City of Duluth
411 West 1st Street, Room 160
Duluth, Minnesota 55802
218-730-5328
jmoses@DuluthMN.gov

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

The City of Duluth, Minnesota, in partnership with the Minnesota Department of Transportation and the Duluth-Superior Metropolitan Interstate Council, will develop a comprehensive and community-led vision for transportation and other public right-of-way improvements along the Interstate 35 corridor in West Duluth and Downtown Duluth. A long-term plan is needed to improve connectivity across the interstate corridor, better integrate existing and future land uses, and remove barriers to economic development in areas of persistent poverty. The surrounding community will lead the creation of this vision with support from city staff.

2. Statement of Work.

The City of Duluth will lead this planning study with the formation of a project management team, including, but not limited to, representatives from key partners, the Minnesota Department of Transportation, and the Duluth-Superior Metropolitan Interstate Council. In addition, the City will create a Community Advisory Board to represent the study area. Public outreach activities will include public meetings, outreach to community and stakeholder organizations, and online engagement.

The planning study will evaluate existing issues, needs, and opportunities, including land uses and how they interact with the transportation network, including freight, regional and area traffic analysis, multimodal transportation system, market analysis, and assessments of impact on the community.

Once the issues, existing conditions, and community priorities have been identified and vetted, the study will then develop a comprehensive series of high-level improvement alternatives. The range of options and alternatives will be vetted based on feasibility and community acceptance, particularly those most impacted by the existing conditions.

The study will develop an implementation plan to prioritize proposed transportation improvements and the next steps necessary to bring this plan to fruition. The implementation plan will offer a logical and sequential path to implement improvements over time. This will allow the City of Duluth and study partners to work together towards realizing the study area vision. In addition to identifying the vision and locally preferred concept for Duluth, implementation will also include taking community priority projects that are short-term in nature and could be interim improvements through conceptual design. Following the acceptance of the plan by the Community Advisory Board, the plan will be brought forward to the Duluth City Council to solidify the vision and plan for Duluth.

**SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE**

1. Award Dates.

Budget Period End Date: 12/31/2031

Period of Performance End Date: See section 4.5 of the General Terms and Conditions; also see FMIS.

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Project Completion Date:	December 31, 2028

3. Special Milestone Deadlines.

None.

4. Mandatory Prerequisite Dates.

Milestone	Date
Added to Unified Planning Work Program (UPWP)	October 15, 2025
Added to Statewide Planning Work Program	October 1, 2025

**SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION**

1. Award Amount.

Reconnecting Communities Pilot (RCP) Program Grant Amount: \$1,800,000

2. Federal Obligation Information.

Federal Obligation Type: Single

3. Approved Project Budget.

Eligible Project Costs	
	Total
RCP Funds:	\$1,800,000
Other Federal Funds:	\$0
Non-Federal Funds:	\$450,000
Total:	\$2,250,000

4. Cost Classification Table

Reserved.

5. Approved Pre-award Costs

None. The USDOT has not approved under this award any costs incurred under an advanced construction authorization (23 U.S.C. 115), any costs incurred prior to authorization (23 C.F.R. 1.9(b)), or any pre-award costs under 2 C.F.R. 200.458.

SCHEDULE E CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING SCHEDULE E: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, budget described in schedules B–D. The purpose of this schedule E is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties’ knowledge and acceptance of those differences. If there are notable changes in aspects of the Project other than scope, schedule, and budget (*e.g.*, recipient changes), those changes should also be described. See section 3.1 of the General Terms and Conditions.

Scope: No changes

Schedule: The original application included a project schedule of September 2024 – August 2027. Schedule C provides an estimated project completion date of December 31, 2028. The delay in the project completion date was due to the extra time needed for grant agreement execution, completion of NEPA environmental documentation, and advertising for bidding for consultant contract.

Budget: No changes

Other: No other changes

**SCHEDULE F
RCP PROGRAM DESIGNATIONS**

1. Capital Construction or Planning Designation.

Capital-Planning- Designation: Planning

2. Economically Disadvantaged Community Designation.

Economically Disadvantaged Community Designation: Yes

3. Funding Source.

Funding Source: General Fund

4. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
RCP PERFORMANCE MEASUREMENT INFORMATION

Reserved.

**SCHEDULE H
RESERVED**

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**SCHEDULE I
RESERVED**

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**SCHEDULE J
LABOR AND WORKFORCE**

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

As this is a planning project, no construction will be involved as part of the project. This plan will involve an RFP to select the appropriate consultant. The consultant team will involve members of the engineering, traffic, planning, and landscape architecture fields, all of which involve good-paying jobs.

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Minnesota Department of Transportation

_____ By: _____
Date Signature of Recipient's Authorized Representative

Kristine Elwood

Name

State Aid Engineer

Title

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

CITY OF DULUTH, a Minnesota municipal corporation

By: _____
Its Mayor

Attest:

City Clerk
Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF
TRANSPORTATION

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	Wendall L. Meyer

	Name
	FHWA Minnesota Division Administrator

	Title