

**STATE OF MINNESOTA  
FEDERAL TRANSPORTATION GRANTS TECHNICAL ASSISTANCE  
AND IJJA DISCRETIONARY MATCH  
GRANT AGREEMENT**

This Grant Agreement (the “Agreement”) is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

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

Contact: Cindy Voigt

## RECITALS

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1. General Funds were appropriated to provide grants for technical assistance to a requesting local unit of government that seeks to submit an application for a federal discretionary grant for a transportation-related purpose in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
2. General Funds were appropriated to make state funded grants to a federal grant recipient in Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a).
3. Grantee has been awarded Federal Transportation Grants Technical Assistance or IJJA Discretionary Grant Match funds in session law as noted above.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State. Pursuant to [Minn. Stat. § 16B.98](#), Subd. 1, Grantee agrees that administrative costs must be necessary and reasonable as a condition of this Agreement.

## AGREEMENT TERMS

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

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. § 16B.98](#), Subd. 5. As required by [Minn. Stat. § 16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State’s Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 30, 2030**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; and Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

### 2 Grantee’s Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law. Collectively, activities set forth in the grant project application and/or the enabling session law will be referred to as the “Project”. See Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written

consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

### 3 Time

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

### 4 Consideration and Payment

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

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.38. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

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

4.1.3 **Total Obligation.** The total obligation of State for all compensation and reimbursements to Grantee under this Agreement will not exceed **\$7,684,530.00**.

#### 4.2 Payment

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

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

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this Agreement as required by Minn. Stat. § 16A.124. State will make undisputed payments no later than thirty (30) days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten (10) days of discovering the error. After State receives the corrected invoice, State will pay Grantee within thirty (30) days of receipt of such invoice.

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

4.2.4.1 State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven (7) calendar days of notice prior to any monitoring visit or financial reconciliation.

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

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

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

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

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

### 5 Conditions of Payment

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

performed in violation of federal, state, or local law.

## 6 Authorized Representatives

6.1 State's Authorized Representative is:

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

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

6.2 Grantee's Authorized Representative is:

Alex Popp,  
Senior Engineer,  
411 West First Street, Room 240  
Duluth, MN 55802  
Office: 218-730-5087  
apopp@duluthmn.gov.

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

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

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

## 8 Liability

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

## 9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this Agreement or transaction, are subject to examination by State and/or the State Auditor or Legislative Auditor, the Attorney General, as appropriate, for a minimum of six (6) years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## 10 Government Data Practices

Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or State.

## 11 Workers' Compensation

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

## 12 Governing Law, Jurisdiction, and Venue

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

## 13 Termination; Suspension

13.1 **Termination by the State.** State may terminate this Agreement with or without cause, upon thirty (30) days' written notice to Grantee. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. If funding is canceled, withdrawn, or terminated, State may suspend its performance until funding is restored. Suspension of performance does not release State from its obligations under the agreement.

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

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

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

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

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

## 14 Data Disclosure

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

requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 15 **Fund Use Prohibited.** Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent Grantee from utilizing these funds to pay any party who might be disqualified or debarred after Grantee's contract award on this Project.
- 16 **Discrimination Prohibited by Minnesota Statutes § 181.59.** Grantee will comply with the provisions of Minn. Stat. § 181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 17 **Limitation.** Under this Agreement, State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. State may provide technical advice and assistance as requested by Grantee, however, Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

## 18 Additional Provisions

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

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

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

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

must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

**18.5 Use, Maintenance, Repair and Alterations.** The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the property improved with these grants funds (the “Real Property”) for any purpose other than in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

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

**18.6 Grant Administrator and Organizational Leadership Contact Information.** Pursuant to [Minn. Stat. § 16B.98](#), Subd. 5(d), if grantee has a website, the names and contact information for the grant administrator(s) and organization’s leadership must be clearly published.

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

**GRANTEE**

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

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

Title: Mayor \_\_\_\_\_

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

Attest: \_\_\_\_\_

Title: City Clerk \_\_\_\_\_

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

Countersigned: \_\_\_\_\_

Title: City Auditor \_\_\_\_\_

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

Approved as to form: \_\_\_\_\_

Title: City Attorney \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

*Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05*

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

State Aid Programs Manager  
(with delegated authority)

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

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

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

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

**EXHIBIT A**

**SOURCES AND USES OF FUNDS SCHEDULE**

<b>SOURCES OF FUNDS</b>		<b>USES OF FUNDS</b>	
<b>Entity Supplying Funds</b>	<b>Amount</b>	<b>Expenses</b>	<b>Amount</b>
<b>State Funds:</b>		<b>Items Paid for with</b>	
2023 State IIJA Match Fund Grant (SAAS Acct 426)	\$7,684,530.00	<b>IIJA Match Fund Grant Funds:</b>	
		Construction. Road and Utility	\$7,684,530.00
<b>Other:</b>			
Subtotal	\$7,684,530.00	Subtotal	\$7,684,530.00
<b>Public Entity Funds:</b>		<b>Items paid for with Non-</b>	
<b>Matching Funds</b>		<b>General Fund</b>	
Local Match	\$692,310.00	<b>Grant Funds:</b>	
<b>Other:</b>		Construction	\$25,691,470.00
Federal Funds (RAISE)	\$24,999,160.00		
Subtotal	\$25,691,470.00	Subtotal	\$25,691,470.00
<b>TOTAL FUNDS</b>	<b>\$33,376,000.00</b>	<b>TOTAL PROJECT COSTS</b>	<b>\$33,376,000.00</b>

**EXHIBIT B**

GRANT APPLICATION

Attach the grant application for the project

Form Name: IIJA-match-application  
Submission Time: September 19, 2023 9:39 am  
Browser: Chrome 117.0.0.0 / Windows  
IP Address: 156.99.162.253  
Unique ID: 1143634574

**Entity Legal Name** City of Duluth

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**Mailing address** cvoigt@duluthmn.gov  
411 W. 1st Street, Room 240  
Duluth, MN 55804

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**SWIFT Vendor Number** 0000197681

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**Type of applicant** Local government

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### Authorized representative

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**Name** Cindy Voigt

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**Title** City Engineer

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**Phone number** (218) 730-5071

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**Email address** cvoigt@duluthmn.gov

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### Program contact

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**Name** Alex Popp

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**Title** Project Engineer

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**Phone number** (218) 730-5087

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**Email address** apopp@duluthmn.gov

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### Program/project information

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**Transportation mode** Local roadway

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**Program/project title** West Superior Street Active Transportation Corridor in the City of Duluth

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**Brief program/project description** The project will be a complete reconstruction of West Superior Street from Michigan Street to Carlton Street. See description below.

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**Program/project location** City of Duluth

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**Congressional district of program/project** MN-08

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Estimated start date Jun 30, 2025

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Estimated end date Dec 31, 2028

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State Project Number or SAP Number, if applicable SP 118-109-021

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### Federal award information

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Name of federal awarding agency/office Federal Highway Administration (FHWA)

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Name of FHWA grant program Other: Fiscal Year 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FHWA Projects

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Assistance Listing Number (ALN) 20.205

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Federal Funding Opportunity Number DTOS59-22-RA-Raise

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Date of notice of award Aug 17, 2022

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### Federal application information

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Amount of federal funds requested 24999160

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Amount of federal funds awarded 24999160

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Total project cost (as proposed on application) 38422650

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Match requirement percentage for the federal program 80/20

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Upload PDF of SF-424 from application <https://mndotforms.formstack.com/admin/download/file/15225266604>

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Upload Notice of Award letter/confirmation from federal awarding agency <https://mndotforms.formstack.com/admin/download/file/15225266605>

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### Additional comments

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**Is there anything else you'd like to add?** The project will be a complete reconstruction of West Superior Street from Michigan Street to Carlton Street. The project is a transformational re-design of a former urban highway to a multimodal mobility hub for people of all ages, abilities and incomes. The project will be a full reconstruction of the roadway and utilities as needed in this 1.65-mile segment of West Superior Street from Carlton Avenue to Michigan Street in the Lincoln Park Craft District. The project will include an ADA-compliant pedestrian realm, bike accommodations, integrated bus rapid transit (BRT) system route, energy efficient street lighting, Electric Vehicle (EV) charging stations, green infrastructure, above-ground streetscape with new sidewalks, bicycle, e-scooter, and micro-mobility accommodations, transit stations, street trees and plantings. The complete reconstruction will include replacing or improving necessary underground utilities (water, sewer, storm water) and adding fiber optics for a broadband corridor that expands connectivity for small businesses and manufacturers, as well as low-income residents who currently experience a digital divide. The project will be phased over several years. As part of the design, the sequences will be determined based on utility reconstruction, adjacent property impacts, and construction staging. Work will start in 2025, and continue through 2028.

We have capacity to accept more match because we were capped at \$25 million on Raise.

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**EXHIBIT C**

**GRANTEE RESOLUTION APPROVING GRANT AGREEMENT**

**..Title**

RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE STATE PROGRAM FOR IIJA ASSISTANCE FOR THE RECONSTRUCTION OF WEST SUPERIOR STREET IN THE AMOUNT OF \$7,684,530.00.

**..Body**

**CITY PROPOSAL:**

RESOLVED, that the City of Duluth has applied to the Commissioner of Transportation for a grant from the State Program for IIJA Assistance for the W Superior Street between Carlton Street and W Michigan Street, city project no 2104; and

FURTHER RESOLVED, the Commissioner of Transportation has given notice that funding for this project is available; and

FURTHER RESOLVED, the amount of the grant has been determined to be **\$7,684,530.00** by reason of the lowest responsible bid;

FURTHER RESOLVED, that the City of Duluth does hereby agree to the terms and conditions of the grant consistent with Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate and will return any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation, substantially in the form of the attached Exhibit A, concerning the above-referenced grant. Grant monies shall be deposited into Permanent Improvement Fund 411, Department/Agency 035 (Capital Projects Accounts, Object 4220-01 (State of Minnesota Capital), City Project No. 2104, S.A.P. 118-109-021.

**..Statement of Purpose**

STATEMENT OF PURPOSE: This resolution authorizes the acceptance of a grant from the State Program for IIJA Assistance for the W Superior Street between Carlton Street and W Michigan Street in the amount of \$7,684,530.00. Grant monies shall be deposited into Permanent Improvement Fund 411, Department/Agency 035 (Capital Projects Accounts, Object 4220-01 (State of Minnesota Capital), City Project No. 2104, S.A.P. 118-109-021.