REQUEST FOR COUNCIL ACTION

Date: May 22, 2023 Item No.: 10.i

Department Approval

City Manager Approval

Item Description:

Approve Critical Corridors Grant Agreement for County Road B and Snelling

Avenue (TH 51) Pedestrian Traffic Study 23-11

1 BACKGROUND

2 The intersection of County Road B and Snelling Avenue is a major commercial corridor in Roseville

- which connects more than 500 units of affordable housing neighborhoods (Section 42 and Section 8)
- 4 to jobs, commercial services and Metro Transit's BRT line. The high levels of vehicle traffic
- combined with the intersection layout can be problematic for pedestrian safety and access through
- 6 the intersection.
- 7 Through various City engagement efforts, the public has expressed a desire to improve pedestrian
- safety in this area. The intersection is governed by State and County agencies, making collaboration
- on planning for improvements logistically difficult.
- 10 Traditional pedestrian improvement options to increase safety and quality of experience in this dense
- and high-traffic area are expensive, in most cases prohibitively so. The City applied for a Ramsey
- 12 County Critical Corridors Grant to study traffic, produce and evaluate non-traditional improvement
- alternatives to increase pedestrian safety and connectivity through the intersection. The County
- awarded Roseville the grant in the amount of \$25,000.

15 POLICY OBJECTIVES

- The County Road B and Snelling Avenue (TH 51) Pedestrian Traffic Study 23-11 demonstrates the
- 17 Roseville's 2024 Transportation Goals to "encourage the use of non-motorized transportation by
- providing and supporting development of a high-quality network of both off-road and on-road
- pathways and ensure that bicycle and pedestrian routes are safe, efficient and attractive."
- 20 Roseville's 2040 Comprehensive Plan included a Special Study Area for Har Mar Mall, which
- described a need for connections from the street to the mall.
- 22 This Study will also follow the Roseville Pathway Master Plan's policies to develop improvement
- 23 concepts to improve safety and access.

BUDGET IMPLICATIONS

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- 25 The Study is anticipated to cost \$70,000. This will be funded through a combination of sources: The
- 26 Critical Corridors Grant award of \$25,000, Ramsey County Public Works will fund an additional
- \$25,000, and the City of Roseville's Engineering Service fund will contribute \$20,000.

RACIAL EQUITY IMPACT SUMMARY

- The County Road B and Snelling Avenue (TH 51) Pedestrian Traffic Study 23-11 is committed to
- making a positive impact in racial equity, as the area around the Study includes populations of racial
- diversity. The Study is intended to increase access and safety of pedestrian and transit use in the

- area and will include outreach to historically disadvantaged communities to identify their specific
- concerns for the intersection. An equity lens will be used in evaluation of pedestrian improvements
- identified by the Study within consideration of the City's recently adopted Strategic Racial Equity
- 35 Action Plan (SREAP) Racial Equity and Inclusion.

STAFF RECOMMENDATION

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- 37 Staff recommends the City Council approve the Critical Corridors Grant Agreement for County
- Road B and Snelling Avenue (TH 51) Pedestrian Traffic Study 23-11.

REQUESTED COUNCIL ACTION

- Motion to approve the Critical Corridors Grant Agreement for County Road B and Snelling Avenue
 - (TH 51) Pedestrian Traffic Study 23-11.

Prepared by: Stephanie Smith, Assistant City Engineer

Attachments: A: Resolution

B: Agreement

C: Study Location Map

EXTRACT OF MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE

* * * * * * * * * * * * * * * * * *

1 2 3 4		Expression around to due call and notice thereof, a regular meeting of the City Council of the City Roseville, County of Ramsey, Minnesota, was duly held on the 22 nd day of May, 2023, 6:00 p.m.				
5 6	The following meml		and the following members were			
7 8 9	Councilmember	introduced the followi	ng resolution and moved its adoption:			
10 11	RESOLUTION No.					
12 13 14 15	RESOLUTION APPROVING AGREEMENT FOR RAMSEY COUNTY CRITICAL CORRIDORS GRANT FUNDS FOR THE COUNTY ROAD B AND SNELLING AVENUE (TH 51) PEDESTRIAN TRAFFIC STUDY 23-11					
17	BE IT RESOLVED	by the City Council of th	e City of Roseville, as follows:			
18 19 20 21 22	WHEREAS, the intersection of County Road B and Snelling Avenue (TH 51) is a major commercial corridor in Roseville and connects affordable housing neighborhoods, including Section 42 and Section 8 units, to commercial services and public transportation. The high levels of vehicle traffic combined with the intersection layout can be problematic for pedestrian safety and access through the intersection; and WHEREAS, traditional pedestrian improvement options to increase safety and quality of					
24 25	experience in this de and	nse and high-traffic area	are expensive, in most cases prohibitively so;			
26 27			f the County Road B and Snelling Avenue on and funding of improvements; and			
28 29 30 31	and the surrounding and Density analysis	area with the Highest So, signifying improvemen	edestrian Plan has identified this intersection core category for Deficiency, Safety, Equity its in the area would meet Ramsey County's evestment in a dense area; and			
32 33		msey County's Housing orridors Grant program w	and Redevelopment Authority (HRA) levy ith goals to:			
34 85		ctivity between housing, j	jobs, retail, services and transportation;			

- Enhance pedestrian access and safety;
 - Support vibrant business districts; and
- 38 WHEREAS, the City of Roseville applied for and was awarded \$25,000 of Critical
- 39 Corridors Grant funding to study pedestrian traffic, produce and evaluate non-traditional
- 40 improvement alternatives to increase pedestrian safety and connectivity through the
- 41 intersection.

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- NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville,
- 43 Minnesota, that the City Manager are hereby authorized and directed to enter into an
- agreement for the Critical Corridors grant funding to finance a portion of the costs of the
- County Road B and Snelling Avenue (TH 51) Pedestrian Traffic Study 23-11.
- 46 The motion for the adoption of the foregoing resolution was duly seconded by
- 47 Councilmember and upon vote being taken thereon, the following voted in
- 48 favor thereof: and the following voted against the same:
- 49 WHEAREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)	
) s	
COUNTY OF RAMSEY)	

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the $22^{\rm nd}$ day of May, 2023 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 22nd day of May, 2023.

Patrick Trudgeon, City Manager

(SEAL)

RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY and RAMSEY COUNTY PUBLIC WORKS

CRITICAL CORRIDORS PREDEVELOPMENT PLANNING GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is entered into this day of,
20, and is by and between the Ramsey County Housing and Redevelopment Authority, a
political subdivision of the State of Minnesota ("Authority"), Ramsey County, a political
subdivision of the State of Minnesota, on behalf of the Department of Public Works ("Ramsey
County"), and the City of Roseville, a Minnesota municipal corporation ("Grantee").

RECITALS

- 1. Authority was created pursuant to Minnesota Statutes §§ 469.001 to 469.017, as amended, and was authorized to transact business and exercise its powers by a resolution of the Ramsey County Board of Commissioners.
- 2. Pursuant to Minnesota Statutes §§ 469.003, subd. 6, Authority levied a special benefit tax throughout its area of operation and, in order to fulfill the purposes for the levy of some of those levy funds, Authority established the Critical Corridors Pre-Development Planning Program ("Program") to improve the tax base and quality of life in Ramsey County by conducting a pedestrian improvement study at County Road B and Snelling Avenue in advance of the redevelopment of adjacent sites in order to encourage construction of affordable housing and prevent and eliminate blight.
- 3. The activities to be undertaken under the Program are all activities that Authority could undertake directly pursuant to Minnesota Statutes §§ 469.001 to 469.047.
- 4. Grantee seeks to conduct a pedestrian improvement study at County Road B and Snelling Avenue in order to increase pedestrian safety near a busy intersection that connects residential and commercial areas in an area identified for mixed-use redevelopment in the Roseville 2040 comprehensive plan ("Project"), which will result in the reduction of blighting factors and the production of new housing.
- 5. Ramsey County has identified the Project in its 2023 Transportation Improvement Program ("TIP"). The area affected by the Project is County State Aid Highway and designated by the Minnesota Department of Transportation as eligible for County State Aid Highway funds.
- 6. Grantee has submitted an application ("Application") to fund certain activities in the Project Area as described in **Exhibit A** ("Project Area") related to the Project as described in **Exhibit B** ("Project Activities"), in order to engage in certain activities as permitted by the Program including but not limited to infrastructure planning and conceptual designs ("Eligible Activities").

- 7. The Project Activities will occur in the City of Roseville, in Ramsey County, Minnesota.
- 8. Authority and Ramsey County have determined that a pedestrian improvement study at this dangerous intersection will improve the public realm in a manner that will improve the safety of current residents of and visitors to the area and facilitate the future redevelopment of neighboring sites, such as Har Mar Mall, into mixed-use developments, including affordable housing.
- 9. Authority and Ramsey County have concluded that Grantee has the necessary expertise, skill, and ability to successfully complete the Project and that the Project is in the best interests of Authority and Ramsey County and will positively contribute to meeting the goals of the Program.
- 10. Authority agrees to provide a grant not to exceed Twenty-Five Thousand and no/100 Dollars (\$25,000.00) to Grantee pursuant to the Program and Resolution No. H2022-12 (the "Authority Grant"), and Ramsey County agrees to provide a grant not to exceed Twenty-Five Thousand and no/100 Dollars (\$25,000.00) to Grantee pursuant to the TIP (the "County Grant"), for a total award to Grantee not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00) in grant funds (collectively, "Funds").
- 11. Collectively, the Authority Grant and the County Grant are the "Grant" herein.

NOW THEREFORE, in order to induce Authority and Ramsey County to make the Grant to Grantee, and in consideration of the mutual covenants and agreement contained herein, Authority, Ramsey County, and Grantee agree as follows:

ARTICLE 1 TERMS OF GRANT

Section 1.01 Grant Amount. Authority and Ramsey County agree to provide this Grant to Grantee in the total amount not to exceed Fifty Thousand Dollars and no/100 Dollars (\$50,000.00) upon the terms and conditions and for the purposes set forth in this Agreement. The Grant constitutes a grant of funds and no portion of the Grant is to be repaid by Grantee to Authority and Ramsey County unless mutually agreed to by all parties as part of this Agreement or an Event of Default (as defined below) occurs.

- **Section 1.02** <u>Documents Delivered with Agreement</u>. Prior to, or contemporaneously with the execution of this Agreement, Grantee has delivered to Authority the following documents and/or instruments, each of which will be in a form acceptable to Authority.
 - A. Evidence of the insurance coverages required by this Agreement in a form acceptable to Authority, to be submitted on an annual basis on the anniversary date of this Agreement.
 - B. Resolution of Grantee authorizing the execution and delivery of this Agreement, and any other documents described in this Agreement.

- C. The Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions as set forth in **Exhibit C**.
- **Section 1.03** <u>Use of Funds</u>. Grantee agrees to use the Funds solely for the purposes and activities described in the Project Activities. The Grant shall not be used for (a) costs in the Project Activities that are not labeled as Eligible Uses, or (b) administration expenses (each an "Ineligible Use"). Labor costs are only eligible to be covered if the labor is done by a third-party who has no financial interest in the Project, as defined herein, other than the value of such work.
- **Section 1.04** Grant Term. The Project Activities shall be completed in a timely manner and all Grant funds will be expended no later than **December 31, 2023** ("End Date").
- **Section 1.05** <u>Disbursement of Funds</u>. On behalf of Ramsey County, the Authority will disburse the Funds pursuant to the terms of this Agreement; monitor Grantee's use of the Funds; and monitor Grantee's compliance with the terms of this Agreement.
 - 1. Authority will disburse Funds in response to written reimbursement requests ("Reimbursement Requests") submitted to Authority by Grantee upon forms provided by Authority and accompanied by copies of bills and invoices from third parties for which Grantee seeks reimbursement. Subject to verification of the facts contained in each Reimbursement Request and a determination of compliance with the terms of this Agreement, Authority will disburse the requested amount to Grantee within thirty-five (35) days after receipt of each Reimbursement Request.
 - 2. The following are events and conditions precedent to the disbursement of the Funds:
 - a. Grantee shall have executed and delivered to Authority on or prior to the date hereof, without expense to Authority, executed copies of this Agreement;
 - b. No Event of Default under this Agreement shall have occurred and be continuing, unless waived in writing by Authority in its sole discretion;
 - c. As applicable with respect to each disbursement, Grantee shall have received or Authority shall have determined that Grantee will receive all necessary rezoning, variances, conditional use permits, building permits and other permits, and subdivision, site plan and other approvals needed to permit the construction for which funds are requested.

Section 1.06 <u>Unused Funds</u>. Upon the earlier of (a) the completion of the Project Activities; (b) the End Date; or (c) the termination of this Agreement, any Funds not previously disbursed for any reason, shall not be bound by the terms of this Agreement and may be retained by Authority, at Authority's sole discretion.

Section 1.07 <u>Business Subsidy</u>. The parties hereto agree and acknowledge that the Grant does not constitute a business subsidy under Minnesota Statutes §§ 116J.993 to 116J.994, as amended, because the recipient is a government agency.

Section 1.08 Relationship of Authority and Ramsey County. Authority may, at its discretion: (1) request reimbursement of half of any disbursement to Grantee by Ramsey County; (2) request transfer of \$25,000 to Authority with the understanding that half of all disbursements will be allocated to the Authority's commitment and Ramsey County's commitment, or (3) request a single transfer of Ramsey County's portion of the Grant at the completion of this Agreement, as outlined in Section 1.06. Any costs of enforcement or other costs, other than standard costs of administering this Agreement, shall be split evenly between Authority and Ramsey County, and if reimbursed, shall be refunded to Ramsey County in the proportion paid.

ARTICLE 2 INSURANCE AND INDEMNIFICATION

Section 2.01 <u>Insurance</u>. Grantee will purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, its operations related to this Agreement, whether such operations be by Grantee, or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable. Certificates of Insurance shall be issued evidencing such coverage to Authority throughout the term of this Agreement.

A. Commercial General Liability Insurance. The policy will be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability. Grantee is required to add Authority, Ramsey County, their officials, employees, volunteers and agents as Additional Insured to Grantee's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Grantee's acts or omissions, or the acts or omissions of those acting on Grantee's behalf in the performance of the ongoing operations, services and completed operations of Grantee under this Agreement. The coverage provided shall be primary and non-contributory, and in the following amounts:

\$ 500,000 per claim \$1,000,000 per occurrence \$2,000,000 general aggregate \$2,000,000 products/completed operations total limit \$1,500,000 personal injury and advertising liability

- B. <u>Automobile Insurance</u>. Coverage shall be provided for hired, non-owned and owned auto with minimum limits of \$1,000,000 combined single limit.
- C. <u>Workers' Compensation and Employers' Liability</u>. Workers' Compensation as required by Minnesota Statutes.

- D. Grantee shall provide Authority with prior notice of any lapse in the insurance required under this Agreement including cancellation, and/or non-renewal or material change in coverage. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Grantee to purchase and maintain additional coverages as it may deem necessary in connection with this Agreement. Certificate of Insurance must demonstrate that the policy is issued pursuant to these requirements. Copies of insurance policies shall be submitted to Authority upon request. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.
- E. Nothing in this Agreement shall constitute a waiver by Authority or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.

Section 2.02 Hold Harmless and Indemnification.

- A. Grantee agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of this Grant Agreement.
- B. Grantee and Authority mutually agree to hold harmless and defend each other, their officials, officers, employees, agents, representatives, customers, or invitees against any and all claims, lawsuits, damages, or lawsuits for damages arising from or allegedly arising from or related to the project, including but not limited to Grantee's or Authority's acts, failure to act, or failure to perform its obligations hereunder. Grantee and Authority further agree to pay the costs of and/or reimburse each other, their officials, officers, employees, agents, representatives, customers, or invitees for any and all liability, costs, and expenses (including without limitation reasonable attorney's fees and costs) incurred in connection with such acts or failures. Each party is required to promptly notify the other of any claim made for any such damage or loss and afford that party and its counsel the opportunity to contest, compromise, or settle such claim.
- C. Nothing in this Grant Agreement will constitute a waiver by Grantee or Authority of any statutory limits or exceptions on liability.

ARTICLE 3 GRANTEE REPRESENTATIONS AND WARRANTIES

Section 3.01 Grantee represents and warrants to Authority that:

- A. It is a Minnesota municipal corporation duly organized in good standing under applicable laws of the State of Minnesota and that it has legal authority to execute, deliver, and perform its obligations under this Agreement. Grantee further represents and warrants that executing this Agreement will not violate any provisions of Grantee's organizational documents, the laws of the State of Minnesota or the United States of America, or cause a breach or default of any other agreement to which Grantee is a party.
- B. The execution and delivery of this Agreement, and the performance by Grantee of its obligations hereunder, do not and will not violate or conflict with any provision of law and

- do not and will not violate or conflict with, or cause any default or event of default to occur under any agreement binding upon Grantee.
- C. Grantee warrants that it has fully complied with all applicable state and federal laws pertaining to its business and will continue to comply throughout the terms of this Agreement. If at any time Grantee receives notice of noncompliance from any governmental entity, Grantee agrees to take any necessary action to comply with the state or federal law in question.
- D. Grantee will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the completion of the Projects and operation of the Property.
- **Section 3.02** <u>Acknowledgements</u>. Grantee represents and warrants that it shall acknowledge the assistance provided by the Ramsey County Housing and Redevelopment Authority and Ramsey County in promotional materials, press releases, reports and publications relating to the Project Activities that are funded in whole or in part with the Funds.
- **Section 3.03** <u>Assignment</u>. Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of Authority. Any non-approved transfer, assignment or conveyance shall be void.
- Section 3.04 Anti-Displacement and Relocation. Grantee shall take all reasonable steps to minimize displacement of persons and businesses as necessary for implementation of the Project Activities. Grantee shall conduct all property acquisitions in its name, or in the name of another eligible organization acceptable to Authority, which shall hold title to all real property acquired. Borrower shall prepare all notices, appraisals, and documentation required in conducting acquisition under the latest applicable state or federal regulations, as applicable, and provide all relocation notices, counseling, and services. Grantee also agrees to comply with all applicable ordinances, resolutions and policies concerning the displacement of persons from their residences or businesses. In the event that it is determined that any individual or business is entitled to relocation assistance as a result of acquisition, rehabilitation, demolition or conversion of property related to the Project Activities, Grantee will be solely responsible for all such expenses. In the event of litigation regarding entitlement to relocation expenses or other assistance, Borrower will be solely responsible for the cost of such litigation.

ARTICLE 4 DEFAULT AND REMEDIES

- **Section 4.01** Event of Default. Any and all of the following events shall constitute an "Event of Default" under this Agreement:
 - A. Grantee uses any portion of the Grant proceeds for purposes other than specified herein including infrastructure planning and conceptual designs.

- B. Grantee fails to comply with any of the terms, conditions, requirements, representations, warranties or provisions contained in its Application, this Agreement or any other Authority document.
- C. Any of the information, documentation or representations that Grantee supplied to Authority in its Application, this Agreement or any other Authority document to induce Authority to make the Grant is determined to be false, untrue, or misleading in any material manner.

Section 4.02 Remedies. Upon the occurrence of an Event of Default, Authority may immediately, without notice to Grantee, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of an Event of Default, but only if the alleged Event of Default has not been fully cured within said thirty (30) days by Grantee, Authority may: (a) refrain from disbursing any further Funds' (b) demand that any amount of Funds already disbursed to Grantee be immediately returned to Authority, and upon such demand, Grantee shall immediately return such proceeds to Authority; (c) terminate this Agreement by written notice; and (d) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect all costs (including reasonable attorneys' fees) and any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

Section 4.03 Authority's Costs of Enforcement of Agreement. If an Event of Default has occurred as provided herein, then upon demand by Authority, Grantee shall pay or reimburse Authority for all expenses, including all attorneys' fees and expenses incurred by Authority in connection with the enforcement of this Agreement, or in connection with the protection or enforcement of the interests of Authority in any litigation or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

Section 4.04 No Remedy Exclusive. No remedy herein conferred upon or reserved to Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

Section 4.05 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by Grantee and thereafter waived by Authority, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5 ACCOUNTING, AUDIT AND REPORTING REQUIREMENTS

- Section 5.01 Accounting and Records. Grantee agrees to establish and maintain complete, accurate and detailed accounts and records relating to the receipt and expenditure of all Funds received under this Agreement. Such accounts and records shall be kept and maintained by Grantee for a period of six (6) years following the termination of this Agreement. Accounting methods shall be in accordance with generally accepted accounting principles.
- **Section 5.02** Audits. The accounts and records of Grantee described in Section 5.01 shall be audited in the same manner as all other accounts and records of Grantee and may, for a period of six (6) years following the termination of this Agreement, be inspected on Grantee's premises by Authority or individuals or organizations designated by Authority, upon reasonable notice thereof to Grantee. The books, records, documents and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with Minnesota law.
- **Section 5.03** Grantee further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement.

ARTICLE 6 GENERAL PROVISIONS

- **Section 6.01** Amendments. This Agreement represents the entire agreement between Authority and Grantee on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding. Authority and Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of Authority and Grantee.
- Section 6.02 Equal Opportunity and Non-discrimination. Grantee will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap, or any other basis now or hereafter prohibited by law. Grantee will include in all solicitations for work on the Project, a statement that all qualified applicants will be considered for employment. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section. Grantee will not discriminate, or allow any contractor, subcontractor, union or vender engaged in any activity in connection with the Project to discriminate against any employee or applicant for employment in connection with the Project because of age, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, except when there is a bona fide occupational limitation and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.
- **Section 6.03** Conflict of Interest. The members, officers and employees of Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.
- **Section 6.04** <u>Severability</u>. If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining

provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

Section 6.05 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

Section 6.06 <u>Notices</u>. Any notices required or contemplated under this Agreement will be effective upon the placing of such notice in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Authority:

Ramsey County Housing and Redevelopment Authority Office of the County Manager 250 Courthouse 15 West Kellogg Blvd. St. Paul, MN 55102

With two courtesy copies to: Ramsey County Attorney's Office, Civil Division ATTN: HRA Attorney and Public Works Attorney 121 Seventh Place East, Suite 4500 St. Paul, MN 55101

To Grantee:

City of Roseville 2660 Civic Center Dr. Roseville, MN 55113

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

Section 6.07 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of Grantee and on behalf of Authority represent and warrant on Grantee's and Authority's behalf respectively that the individuals are duly authorized to execute this Agreement on Grantee's and Authority's behalf, respectively and that this Agreement constitutes Grantee's and Authority's valid, binding and enforceable agreements.

Section 6.08 Electronic Signatures; Execution in Counterparts. The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or

internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

- **Section 6.09** Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to choice of law principles. All litigation regarding this Agreement will be venued in the appropriate state or federal district court in Ramsey County, Minnesota.
- **Section 6.10** <u>Data Practices</u>. All data collected, created, received, maintained or disseminated for any purpose in the course of Grantee's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.
- **Section 6.11** <u>Waste Management</u>. If Project Activities include demolition, Grantee must submit a waste management plan to Ramsey County Department of Environmental Health.
- **Section 6.12** <u>Final Report</u>. Grantee agrees to provide Authority a final report, on such form as provided by Authority, prior to the termination of this Agreement.
- **Section 6.13** Incorporation of Recitals and Exhibits. The Recitals made at the beginning of this Agreement, and the Exhibits that are attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.

Section 6.14 Miscellaneous.

- A. All representations, warranties, and covenants contained in this Agreement or made in writing by or on behalf of Grantee in connection with the transactions contemplated by this Agreement will survive the execution and delivery of this Agreement, and the exercise of any rights or remedies by Authority. All statements contained in any certificate or other instrument delivered by or on behalf of Grantee pursuant to such certificate or other instrument, or in connection with the transactions contemplated by this Agreement will constitute representations and warranties by Grantee.
- B. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement, except that Grantee's rights under this Agreement are not assignable without the prior written consent of Authority, which will not be unreasonably withheld. Without limiting the discretion otherwise afforded Authority in granting or withholding its consent to such an assignment, the parties agree that such consent may be withheld in regard to any such assignment which Authority finds to be inconsistent with the purposes for which the Funds which are the subject of this Agreement was made.
- C. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if the unlawful or unenforceable provisions had never been contained in this Agreement.

D. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties or as constituting Grantee as the employee of Authority or Ramsey County for any purpose or in any manner whatsoever. Grantee is an independent contractor and neither it, its employees, agents nor representatives are employees of Authority or Ramsey County.

[Signature Pages Follow]

SIGNATURE PAGE TO RAMSEY COUNTY HRA / PUBLIC WORKS CRITICAL CORRIDORS PREDEVELOPMENT PLANNING GRANT AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the date and year first written above.

GRANTEE:		
By: City of Roseville		
By: Its:		

SIGNATURE PAGE TO RAMSEY COUNTY HRA / PUBLIC WORKS CRITICAL CORRIDORS PREDEVELOPMENT PLANNING GRANT AGREEMENT

RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY	RAMSEY COUNTY	
By:	By: Ryan T. O'Connor, Ramsey County Manager	
Approval Recommended:	Approval Recommended:	
Community and Economic Development	Public Works	
Approved as to Form:	Approved as to Form:	
Assistant Ramsey County Attorney	James A. Mogen Assistant Ramsey County Attorney	

EXHIBIT A

Project Area

The intersection of County Road B and Snelling Avenue and relevant surrounding areas in the City of Roseville, Minnesota.

EXHIBIT B

Project Activities

Eligible Activities:

• Infrastructure planning and conceptual designs, including a pedestrian safety study

Ineligible Activities:

- Capital costs and equipment
- Road-centric planning
- General sewer or water infrastructure planning
- Traffic or parking studies not corresponding to parking reduction goals
- Site plans
- Soft costs (except those listed as eligible activities)

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

As required by the Ramsey County Contract Compliance and Debarment Ordinance, City of Roseville, a Minnesota municipal corporation ("Grantee"), certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, by any Federal department or agency, or the State of Minnesota or Ramsey County, from participation in the transaction made by the Agreement dated evenly with it ("Agreement") between the Ramsey County Housing and Redevelopment Authority ("Authority") and Grantee.

As a lower tier participant, Grantee agrees that by submitting this certification, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.

Grantee agrees to provide a list of its contractors hired for the Project to Authority prior to any disbursement of funds under the Agreement and update when needed throughout the Project.

The terms of the Agreement are incorporated into this certification and all capitalized terms in this certification which are defined in the Agreement will have the meanings set forth in the Agreement.

GRANTEE:	
City of Roseville	
By:	
Its:	
Dated:	, 20



R SEVILLE

Multiple Dwelling Buildings









