

**JOINT POWERS AGREEMENT BETWEEN
THE COUNTY OF DAKOTA AND
THE CITY OF WEST ST. PAUL**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Physical Development Division, 14955 Galaxie Avenue, Apple Valley, Minnesota 55124 (“County”), and the City of West St. Paul (“City”), by and through their respective governing bodies.

RECITALS

WHEREAS, Minn. Stat. § 471.59 authorizes local government units to jointly and cooperatively exercise any power common to the contracting parties; and

WHEREAS, City is a governmental unit and political subdivision of the State of Minnesota; and

WHEREAS, County is a governmental unit and political subdivision of the State of Minnesota; and;

WHEREAS, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Health Grant Project Agreement No. 100381, attached hereto as set forth in Exhibit A for implementation of the County’s Statewide Health Improvement Program (“SHIP”); and

WHEREAS, the County and the City are desirous of entering into this Agreement so that the County and the City may share the cost to conduct a Trail Feasibility Study for Thompson Avenue and Oakdale Avenue in West St. Paul. (“Project”).

NOW, THEREFORE, in consideration of the mutual promises and benefits that the City and the County shall derive from this Agreement, the City and County hereby enter into this Agreement for the purposes stated herein.

1. Effective Date and Term. This Agreement shall be effective as of the dates of signature by the parties. This Agreement shall remain in effect until October 31, 2020 or until completion by the parties of their respective obligations under this Agreement, whichever occurs first, unless earlier terminated by law or according to the provisions of this Agreement.
2. Grant of Monies. The County agrees to reimburse the City in an amount not to exceed \$30,000 for costs incurred to conduct a Trail Feasibility Study for Thompson Avenue and Oakdale Avenue in West St. Paul during the period from the Effective Date through October 31, 2020.
3. Purpose. The purpose of this Agreement is to provide cooperation and funding by the County to the City so that the City can conduct a Trail Feasibility Study for Thompson Avenue and Oakdale Avenue in West St. Paul. All funds provided by the County are to be used by the City solely for this purpose. Funds obtained by the City pursuant to this

Agreement shall only be used for the payment of actual professional services provided by the chosen engineering consultant.

4. Obligations of the City.

Conduct a Trail Feasibility Study for Thompson Avenue and Oakdale Avenue in West St. Paul. The City will lead the feasibility study, utilizing a contract with an engineering consultant and shall be responsible for awarding contracts for the feasibility study. The study shall be conducted as more fully described in Exhibit B, West St. Paul Contract Deliverables for Thompson Avenue/Oakdale Avenue Trail Feasibility Study Funded by the Statewide Health Improvement Partnership (SHIP) and Exhibit C, Statewide Health Improvement Program (SHIP) Application for Local Funding, attached hereto and incorporated by reference herein.

5. Reimbursement.

After this Agreement has been executed by both parties, the City may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with the Agreement.

The County will reimburse the City within 45 calendar days of the City's submission of invoices to the County. Invoices must be submitted in the form acceptable to the County. All requests for reimbursement must be submitted by September 15, 2020. The City must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with Master Grant Contract No. 12-700-0068 attached hereto as set forth in Exhibit D, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed.

6. Miscellaneous.

A. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:

Steven C. Mielke, Director
Physical Development Division
14955 Galaxie Avenue
Apple Valley, MN 55124
Telephone: (952) 891-7007
Email: Steven.Mielke@co.dakota.mn.us

Steven Mielke, or his successor, has the responsibility to monitor the City's performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The City's Authorized Representative is:

Ryan Schroeder
City Manager
City of West St. Paul
1616 Humboldt Avenue
West St. Paul, MN 55118
Telephone: 651.552.4101
Email: rschroeder@wspmn.gov

In addition, notification to the City or to the County regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, Civil Division, 1560 Highway 55, Hastings, MN 55033.

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

B. Assignment, Amendments, Waiver and Complete Agreement.

- i. Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the City.
- ii. Use of Contractors. The City may engage contractors to perform activities funded pursuant to this Agreement. However, the City retains primary responsibility to the County for performance of the activities and the use of such contractors does not relieve the City from any of its obligations under this Agreement.

If the City engages any contractors to perform any part of the activities, the City agrees that the contract for such services shall include the following provisions:

- (a) The contractor must maintain all records and provide all reporting as required by this Agreement.
- (b) The contractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent

acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.

- (c) The contractor must provide and maintain insurance through the term of this Agreement in amounts and types of coverage as set forth in the Insurance Terms, which is attached and incorporated as Exhibit E, and provide to the County, prior to commencement of the contracted work, a certificate of insurance evidencing such insurance coverage.
 - (d) The contractor must be an independent contractor for the purposes of completing the contracted work.
 - (e) The contractor must acknowledge that the contract between the City and the contractor does not create any contractual relationship between County and the contractor.
 - (f) The contractor shall perform and complete the activities in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the activities.
- iii. Amendments. Any amendment to this Agreement must be in writing and executed by the County and the City.
 - iv. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.
 - v. Agreement Complete. This Agreement and exhibits contain all negotiations and agreements between the County and the City. No other understanding regarding this Agreement, whether written or oral may be used to bind either party.
- C. Indemnification. Each party to this Agreement shall be liable for the acts or omissions of its officers, directors, employees or agents and the results thereof to the fullest extent authorized by law and shall not be responsible for the acts of the other party, its officers, directors, employees or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. In order to insure a unified defense against any third-party liability claims arising from work of the Project, City agrees to require all contractors or subcontractors hired to do any work on the feasibility and alignment study to maintain commercial general liability insurance in the amounts consistent with the minimum limits of coverage established by Minn. Stat. § 466.04 during the terms of the Project. Each Party warrants that they are able to comply with the aforementioned indemnity requirements through an insurance company or self-

insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466.

- D. Audit. The City shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the City shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The City shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
- E. Data Practices. The City agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
- F. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the City, nor shall the County be considered or deemed to be an agent, representative or employee of the City in the performance of this Agreement. Personnel of the City or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
- G. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
- H. Nondiscrimination. The City agrees to comply with all applicable laws relating to nondiscrimination and affirmative action. In particular, the City agrees not to discriminate against any employee, applicant for employment, or participant in this Agreement because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation, or age; and further agrees to take action to ensure that applicants and employees are treated equally with respect to all aspects of employment, including selection for training, rates of pay, and other forms of compensation.
- I. Compliance with Law. The City agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations. The City is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
- J. Default and Remedies.
 - i. Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the City fails

to fully comply with any material provision, term, or condition contained in this Agreement.

ii. Notice of Event of Default and Opportunity to Cure. Upon the County's giving the City written notice of an event of default, the City shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the City is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the City shall propose in writing the actions that the City proposes to take and the schedule required to cure the event of default.

iii. Remedies. Upon the City's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:

(a) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.

(b) The County may enforce any additional remedies it may have in law or equity.

(c) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the City. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

L. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.

M. Ownership of Materials and Intellectual Property Rights.

- i. The County agrees to, and hereby does, assign all rights, title and interest it may have in the materials conceived or created by the City, or its employees or subgrantees, and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials").
- ii. The City represents and warrants that Materials produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. City shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the Authority would otherwise possess.

7. Special Condition. The City understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County by Grant Agreement No. 100381, attached hereto as Exhibit A and incorporated herein, including but not limited to the following:
 - A. Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify the State of Minnesota through the Minnesota State Department of Health ("Department") as a sponsoring agency and shall not be released unless approved in writing by the Department's authorized representative.
 - B. The City shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the City or its agents or employees.
 - C. The City, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

COUNTY OF DAKOTA

/s/ Joseph Trojack 12/3/19
Assistant County Attorney/Date
KS-19-540

By: _____
Steven C. Mielke

Title: Director, Physical Development Division

Date: _____

Dakota County BR 19-768

CITY OF WEST ST. PAUL

By: _____
Ryan Schroeder

Title: City Manager

Date: _____

AND

By: _____
David J. Napier

Title: Mayor

Date: _____

Grant Project Agreement Number 100381
Between the Minnesota Department of Health and Dakota County Community Health Board

Minnesota Department of Health
Community Health Board Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ("STATE") and Dakota County Community Health Board, an independent organization, not an employee of the State of Minnesota, address 1 Mendota Rd. W., Suite 410, West St. Paul, MN, 55118, ("GRANTEE").

1. Under Minnesota Statutes 144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The STATE and the GRANTEE have entered into Master Grant Contract number 12-700-00068 ("Master Grant Contract") effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The STATE, pursuant to Minnesota Statutes 145.986 is empowered to award Statewide health Improvement Program (hereinafter "SHIP") grants to convene, coordinate, and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight and at reducing the use of tobacco; and
4. The GRANTEE represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the STATE. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

1. *Incorporation of Master Grant Contract.* All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.

2. *Term of Agreement.*

2.1 *Effective date.* This grant project agreement shall be effective on November 1, 2015, or the date the STATE obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(a), whichever is later. The GRANTEE must not begin work until this contract is fully executed and the State's Authorized Representative has notified the GRANTEE that work may commence.

2.2 *Expiration date.* October 31, 2020, or until all obligations have been fulfilled to the satisfaction of the STATE, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

3. *Grantee's Duties and Responsibilities.* The GRANTEE shall:

A. Comply with the following grant requirements:

General

1. Work with STATE to finalize GRANTEE's yearly work plan and budget. The annual budget and work plan must be approved by STATE by November 1, and is incorporated into this GRANT PROJECT AGREEMENT by reference.

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2. Perform the activities approved in the work plan. GRANTEE should contact the STATE if GRANTEE is no longer able to fulfill a work plan activity and GRANTEE should request approval before pursuing any additional activities not described in the original work plan. If grant deliverables are not completed satisfactorily, the STATE has the authority to withhold and/or recover funds.
3. Designate or hire a full-time SHIP project coordinator or equivalent. Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
4. Designate a SHIP staff person to facilitate evaluation tasks and communicate with MDH evaluation staff and contractors.
5. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
6. Participate in site visits and grant reconciliation processes with the STATE.
7. Participate in regularly scheduled calls and meetings with community specialists.
8. Participate in STATE-sponsored technical assistance calls, webinars and trainings.
9. Attend STATE-sponsored conferences, meetings and in-person trainings.
10. Comply with MDH product approval outlined in the Communications Guidance and Materials document on the SHIP website).
11. Allow MDH and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due quarterly, a schedule for years 1 and 2 quarterly reporting is provided below. MDH will provide guidance regarding the required content of the reports.

Year 1

Reporting Period	Report Submission Date
November 1, 2015 – January 31, 2016	February 29, 2016
February 1, 2016 – April 30, 2016	May 31, 2016
May 1, 2016 – July 31, 2016	August 30, 2016
August 1, 2016 – October 31, 2016	November 30, 2016

Year 2

Reporting Period	Report Submission Date
November 1, 2016 – January 31, 2017	February 28, 2017
February 1, 2017 – April 30, 2017	May 31, 2017
May 1, 2017 – July 31, 2017	August 30, 2017
August 1, 2017 – October 31, 2017	November 30, 2017

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Financial

1. Adhere to the request and approval process set forth by the STATE in the SHIP 4 Grantee Financial Reference Guide.
2. Obtain prior approval from MDH for all subcontracts or mini-grants over \$5,000, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The STATE will accept up to the grantee's current federally approved rate. If GRANTEE does not have a federally approved indirect cost rate, the STATE will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the STATE other funding sources, including grants from other sources, that are directed toward tobacco and obesity, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure and prevent obesity, and/or replace discontinued funds from the STATE, the federal government, or another third party previously used to reduce tobacco use and exposure and prevent obesity. GRANTEE may not use SHIP funds to replace federal, state, local, or tribal funding GRANTEE currently uses to reduce tobacco use and exposure or prevent obesity.

Lobbying

1. Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.
4. *Consideration and Payment.*

4.1 Consideration. The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

(a) Compensation. The GRANTEE will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the STATE'S Authorized Representative, except the STATE reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

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Budget periods for the five years are as follows:

Year 1, November 1, 2015 through October 31, 2016	\$775,704.00
Year 2, November 1, 2016 through October 31, 2017	\$789,859.00
Year 3, November 1, 2017 through October 31, 2018	\$782,859.00
Year 4, November 1, 2018 through October 31, 2019	\$782,859.00
Year 5, November 1, 2019 through October 31, 2020	\$782,859.00

(b) *Total Obligation.* The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant project agreement will not exceed three million nine hundred fourteen thousand one hundred forty dollars (\$3,914,140.00).

(c) *Budget Modifications.* Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in Exhibit B) requires prior approval from the STATE and must be indicated on submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the STATE provided that such modification is indicated on submitted reports and that the total obligation of the STATE for all compensation and reimbursements to the GRANTEE shall not exceed the total obligation listed in 4.1(b) or Exhibit B.

4.2 Terms of Payment.

(a) *Invoices.* The State will promptly pay the GRANTEE after the GRANTEE presents an itemized invoice for the services actually performed and the STATE's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Invoices shall be completed on a form prescribed by the STATE for each month and submitted within 45 days after the end of the month.

(b) *Matching Requirements.* GRANTEE certifies that the following matching requirement, for the grant, will be met by GRANTEE: A local match of ten percent of the total funding allocation will be provided and documented.

5. *Conditions of Payment.* All services provided by GRANTEE pursuant to this grant project agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the GRANTEE must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.

6. *Ownership of Equipment.* The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

7. Authorized Representatives.

7.1 *STATE's Authorized Representative.* The STATE's Authorized Representative for purposes of administering this grant project agreement is Susan Michels, Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, Minnesota, 55164-0882, Phone: 651-201-4564, Email: susan.michels@state.mn.us, or his/her successor, and has the responsibility to monitor the GRANTEE's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 *GRANTEE's Authorized Representative.* The GRANTEE's Authorized Representative is Bonnie Brueshoff, CHS Administrator, 1 Mendota Rd., Suite 410, West St. Paul, MN, 55118.

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Between the Minnesota Department of Health and Dakota County Community Health Board

bonnie.brueshoff@co.dakota.mn.us or his/her successor. The GRANTEE's Authorized Representative has full authority to represent the GRANTEE in fulfillment of the terms, conditions, and requirements of this agreement. If the GRANTEE selects a new Authorized Representative at any time during this grant project agreement, the GRANTEE must immediately notify the STATE.

8. *Termination.*

8.1 *Termination by the STATE or GRANTEE.* The STATE or GRANTEE may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

8.2 *Termination for Cause.* If the GRANTEE fails to comply with the provisions of this grant project agreement, the State may terminate this grant project agreement without prejudice to the right of the STATE to recover any money previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

8.3 *Termination for Insufficient Funding.* The STATE may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written (e-mail, facsimile or letter) notice to the GRANTEE. The STATE is not obligated to pay for any work performed after notice and effective date of the termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE receiving notice of the same.

9. *Publicity.* Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any subgrantees shall identify the STATE as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the STATE'S Authorized Representative.

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IN WITNESS WHEREOF, the parties have caused this project agreement to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE

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

By: [Signature]

Title: CS Director

Date: 10/25/2015

By: _____

Title: _____

Date: _____

2. STATE AGENCY

Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: [Signature]

Title: Mary Edwards, Asst. Supt. for Mgr.

Date: 10/30/15

Distribution:

1. MDH (Original fully executed Grant Project Agreement)
2. Grantee
3. State Authorized Representative

APPROVED AS TO FORM:

[Signature] 10-20-15
ASSISTANT DAKOTA COUNTY ATTORNEY/DATE

Exhibit B

West St. Paul Contract Deliverables for Thompson Ave. /Oakdale Ave. Trail Feasibility Study Funded by the Statewide Health Improvement Partnership (SHIP)

Scope of work to be conducted by West St. Paul

- Conduct a feasibility study for analyze the optimal sidewalk/trail options on both Thompson Ave. (from Robert St. to Highway 52/West St. Paul boundary) and Oakdale Ave. (from Wentworth Ave. to Butler Ave.). The feasibility study would include:
 - Review of the existing facilities, condition, topography, utilities and other relevant features
 - Presentation issues and opportunities within the project area
 - Exploration of treatment options, including safe crossings
 - Development and testing of multiple feasibility criteria
 - Recommendation for a preferred option, cost estimate and concept graphics
- Complete preliminary engineering (30% plan set) for preferred improvements
- Evaluate benefits and impacts to SHIP priority populations (*people 60 or older, children, and people with low incomes or others experiencing a health disparity*)
- Direct and manage any consultant hired to work on the project

Public engagement

- City staff will work with the Dakota County Physical Development Division (DCPDD) and Public Health Department leads to prepare a public engagement plan. The project will include engagement of key stakeholders, including
 - Residents
 - Representatives of SHIP priority populations
 - Dakota County
- At least 1 meeting with the West St. Paul City Council will be held on the topic
- The City will acknowledge funding and support from the Dakota County Public Health Department and the Statewide Health Improvement Partnership in the final documents, open houses, public materials, public meetings and news releases. This will be done by either including the SHIP and County Logos and/or the following language *“Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and the Dakota County Public Health Department”*

Anticipated non-motorized transportation strategies to be evaluated

- Evaluation of trail improvements and road crossing improvements to improve safety for pedestrians and cyclists on Oakdale Ave. and Thompson Ave.
- Integration of trail and sidewalk connections to the City and County networks

Report on strategy outcomes (ongoing throughout the contract period)

- The City's project lead (or other city representative) will provide a brief project update at the Active Living Dakota County meetings throughout the contract period
- City staff will contribute to nominal evaluation and reporting as required by the Minnesota Department of Health
- City staff will collect stories, quotes, photos, and comments of and about people who would be affected by improvements
- City staff will submit a summary of public engagement activities and comments at project completion
- City staff will submit an electronic (pdf) copy of the final report at project completion

Communication with DCPDD staff (ongoing throughout contract period)

- The City's project lead will check in with Dakota County Physical Development Division (DCPDD) staff regularly (at least monthly) to communicate progress on the project
- The City's project lead will copy the DCPDD lead on important email communications
- DCPDD staff will share information with Public Health staff who will communicate with MDH

DCPDD Staff will provide the following project support

- Provide input and feedback regarding the project
- Provide necessary data and information to conduct the work as available

Timeline

- Project kickoff by January 30, 2020
- Meeting with City Council by June 1, 2020
- Completion by July 31, 2020
- Adoption, acceptance or other City Council action before August 30, 2020
- Delivery of final study report to DCPDD by September 18, 2020

Active Living Dakota County

Statewide Health Improvement Partnership (SHIP) Application for Local Funding

Deadline: 12 p.m. Friday September 13, 2019

Active Living Dakota County (ALDC) is pleased to announce an opportunity for cities to apply for 2019 - 2020 Local Funding. These funds are made available through the Statewide Health Improvement Partnership (SHIP), which strives to help Minnesotans lead longer, healthier lives by preventing the chronic disease risk factors of poor nutrition and physical inactivity. The active living and healthy eating portion of Dakota County's SHIP grant focuses on using policy, systems and environmental changes to increase physical activity and consumption of healthy foods.

Funding is competitive and award amounts may vary, however, past funding amounts have typically been \$10,000-\$30,000 and should not exceed \$35,000. ALDC anticipates funding up to 4 projects 2019-2020.

Dakota County staff will provide technical assistance throughout these projects. In addition, staff will connect selected applicants with regional experts on active living and healthy food access.

Active Living

Active living integrates physical activity into daily routines such as walking or bicycling for recreation, occupation, or transportation. Active Living policies and practices in community design, land use, site planning, and facility access have proven effective to increase levels of physical activity.

Priority SHIP activities are:

- **Active living assessment** that includes a baseline assessment of active living opportunities in the community. Assessment activities could include review of current city comprehensive plan and relevant city policies, identifying gaps in access or service.

Definitions and Examples

Policy change - standards or guidelines that can be formal or informal. For example, updating or creating a policy regarding use of outdoor space for group and individual physical activity.

System change - rule changes that impact processes. For example, collaborate with or collect input from community organizations to streamline a farmer's market permitting process.

Environmental change - a physical or material change. For example, conducting a walk or bikeability assessment and implementing changes into a capital improvement plan or transportation plan.

Targeted populations - includes people 60+, children, low income, and diverse populations.

- **Master plans and feasibility studies** that provide a framework to increase access to safe walking and bicycling options
 - Safe Route to School plans
 - Bicycle and Pedestrian Master Plans
 - Trail feasibility studies
- **Complete streets policies**

Healthy Food Access

Healthy food access is improving people's access to healthier foods such as fresh fruits and vegetables, as opposed to less healthy foods high in saturated fats, sodium, and added sugars. These dietary behavior changes together have the greatest impact towards improving the risk factors most related to the leading causes of death and disability (obesity, high blood pressure, and high cholesterol).

Priority SHIP activities are:

- **City comprehensive plans** that include healthy food access as an important component of local governments' overall infrastructure, land use, zoning, and transportation planning
- **Healthy food access assessments** which include a baseline assessment of healthy food access, review of comprehensive plan, and identifying gaps in your city's current food access (e.g. locations of fresh food markets, SNAP/WIC eligible stores, farmers markets) and other analysis that goes beyond the community's 2015 Food System Policy Analysis done by the Public Health Law Center
- **Land Use and zoning regulations** that support healthy food access
- **Farmland preservation, community-based agriculture, and pollinator policies**

Community Engagement

Community engagement is public participation that involves groups of people in problem-solving and decision making processes. Funding is available to develop and implement community engagement, with an emphasis on healthy food access and active living. The engagement should emphasize participation from target populations of seniors, diverse groups and low income populations. Examples include community meetings, key informant interviews, focus groups, temporary demonstration projects, and walkability workshops. Engagement can be for a short-term project or more robust as part of a large City project (Ex., comprehensive plan, road project, small area study, etc.).

Infrastructure and Equipment

There are few instances of qualified infrastructure under SHIP guidelines. However, allowable expenses include, but are not limited to paint for bike lanes or crosswalks, and trail wayfinding signage.

Eligibility

Dakota County and cities in Dakota County are eligible to apply for local funding to increase active living and healthy eating.

All projects must meet the following minimum criteria:

- All projects must have the ability to be started by November 30, 2019 and be scheduled for final delivery/completion by October 31, 2020 or have additional funding secured to complete the project beyond this date. Projects may be partitioned to meet the completion deadline, i.e. SHIP funding pays for a particular component that will be completed by October 31, 2020, while the larger project will continue beyond the deadline.
- Funding requests can be up to \$35,000 per project.
- Must provide a 10% match (cash or in-kind).
- Must be a city-county partnership. For example, integrating health into the city's comprehensive plan; a trail feasibility study must be connected to a county road or regional/county park, trail or greenway.
- Must be consistent with SHIP goals, direction, and eligible expenses. More information in the *SHIP 4 Implementation Guide*:
<http://www.health.state.mn.us/healthreform/ship/docs/ship4/ActiveLiving.pdf>;
<http://www.health.state.mn.us/healthreform/ship/docs/ship4/Healthy-Eating.pdf>

Projects that meet the minimum criteria will be scored according to criteria below **Weight**

- | | |
|---|-----|
| 1. How the project addresses SHIP requirements (<i>including community engagement</i>) | 25% |
| 2. Consistency with city and County plans, such as comprehensive plans | 15% |
| 3. Benefit to target populations (<i>people 60 or older, children, people with low incomes or others experiencing a health disparity</i>) | 10% |
| 4. Location (<i>proximity to target populations</i>) | 15% |
| 5. City wide or regional value | 10% |
| 6. Number of overall residents who will benefit | 10% |
| 7. Leverage (<i>enhance an already existing program or leverage additional funds</i>) | 5% |
| 8. Local match (<i>funding or in-kind resources</i>) | 5% |
| 9. Enduring value (<i>community, political, and institutional support, expected life, who will own and maintain the project</i>) | 5% |

Schedule

Activity	Date
Local Funding Grants Application Distributed	July 25, 2019
Grant Applications Due	September 13 (Friday), noon
Application Review Committee Meets	September 18 or 19
County Board Approves Grant Recipients; funding will be available once contracts are signed	October 15, 2019
Projects started – consultant under contract	November 30, 2019
Completion Deadline - All Grant Projects	October 31, 2020

Application

Does the project meet minimum eligibility criteria as far as you know? Describe any unusual circumstances regarding schedule or eligibility below.

Yes, this project proposal meets the minimum eligibility criteria.

Basic information

Organization or City: City of West St. Paul

Contact Person: Ben Boike

Contact Email: bboike@wspmn.gov

Contact Phone: 651-552-4134

Project Name (one line or less): Thompson/Oakdale Trail Feasibility Study

Project Funding Request: \$30,000

Project narrative

Concisely describe the project in 1 page or less. This should give reviewers a good idea of what you're proposing but not get too specific. This section is not scored; it will form reviewers' general understanding of the project.

Be sure to articulate the following:

1. How the project will encourage active living and/or healthy food access.
2. How the project will increase health equity in Dakota County.
3. Describe how the project is a city-county partnership.
4. Attach maps or figures to illustrate the project, if applicable (not counted against your page limit).

Thompson/Oakdale Trail Feasibility Study – Project Narrative

This grant would be utilized to complete a feasibility study to analyze the optimal sidewalk/trail options on both Thompson Ave (from Robert St over to Oakdale Ave) and Oakdale Ave (from Wentworth Ave up to Butler Ave). Both of these roads presently serve as primary collector streets in West St. Paul going east-west and north-south, respectively; while these roads serve many of the West St. Paul residents, there are little or no existing off-street bicycle/pedestrian facilities in place.

As a part of the proposed feasibility study, the following would be performed: a review of the existing facilities and the overall condition of said facilities, if applicable, also reviewing items such as typography, utilities, etc., the preparation and presentation of possible issues and opportunities within the project, a full exploration of treatment options, including safe crossings, the development and testing of multiple feasibility criteria, an overall recommendation for a preferred option, and the preparation of a planning level cost estimate including concept graphics/images.

The proposed connections would benefit both the City and the County, as well as utilize the existing partnership to install/complete segments that are outlined in the West St. Paul Bicycle and Pedestrian Plan as well as the Dakota County River to River Trail.

The continuation/installation of trail and sidewalk on both segments will provide additional connections for a large population to various amenities as well as necessary facilities and services, such as the regional trail system, local and regional parks, transit, schools, multiple areas of employment, and regional commerce.

Scored criteria

Each eligible project will be evaluated on the following criteria, weighted by the percent listed to arrive at a composite score.

1) Alignment with SHIP strategies and priority activities (25%)

Describe how this project addresses SHIP strategies and priority activities related to active living and/or healthy eating.

The proposed project would produce a feasibility study analyzing sidewalk/trail installments/improvements along two of West St. Paul's primary collector roads, Thompson Ave and Oakdale Ave.

The segments included in this project abut many different properties, including multi-family. These two segments alone, abut over 300 residential units; and would offer additional modes of transportation that are not presently available, for recreational activities such as walking, biking, rollerblading, etc., as well as the more compulsory items such as grocery shopping (at the soon to be constructed HyVee), work (at any of the numerous business along Robert St), or religious observation (at either St. George or St Croix churches).

It is estimated that the River to River trail system will attract 123,000 annual users once the trail meets regional standards. In addition, the River to River trail connects to the much larger regional trail system allowing users to connect to a large portion of Dakota County as well as adjacent counties. A completed trail system will provide local and regional populations increased access to daily physical activity, accommodating walking, biking, roller blading, etc. and promote active living.

Describe the project’s community engagement approach, including how you will engage SHIP target populations (people 60 or older, children, people with low incomes or others experiencing a health disparity).

As a part of the community engagement of this project, the City will reach out, seek feedback, and help to educate apartment complex managers, property owners, and business owners about the proposed study/project. The City presently holds monthly meetings with apartment managers to discuss on-going issues and provide regular updates. In addition, the City will also publish all data and information pertaining to the study/project to solicit additional feedback, engage the residents and business owners, and create citizen project buy-in.

2) Plan consistency (15%)

Identify any plans that call specifically for the project you’re proposing. Plans can be at the state, regional, county, city or area level.

The 2040 Comprehensive Plan calls for increased density to allow for a growing population. This in turn will encourage improving existing infrastructure, current facilities, and the construction of new avenues for bicycle and pedestrians as well as other modes of transportation.

The West St. Paul Bike/Ped Plan as well as the 2030 Comprehensive Plan call for a policy for the development of a citywide system of bike and pedestrian trails/sidewalks and facilities that are functional, attractive, safe, and accessible for all users

The December 2018 Dakota County Ped/Bike Study identified both Thompson Ave and Oakdale Ave as high priority trail gap segments for both pedestrian and bicycle gaps (see attached).

3) Benefit to target populations (10%)

Describe how the project will benefit and advance health equity for target populations (people 60 or older, children, people with low incomes or others experiencing a health disparity) by creating or enhancing opportunities for physical activity through active living and/or creating or enhancing opportunities for healthy eating.

The City of West St. Paul has a very large senior population that would be better able to utilize any of the various amenities located along the two segments:

- St. Croix Lutheran Church
- St. George Church
- Carousel Apartments (58 units)
- Real Life Cooperative 55+ (97 units)
- Memory Care/Assisted Living (Brook Dale WSP – 18 Units)
- Oaks of WSP Apartments (132 Units)
- HyVee Grocery Store

As demonstrated in the list above, there are several multi-family housing buildings in this relatively small area, each offering options for different income levels and family sizes. Typically, multi-family housing supports a large percentage of both senior and youth populations.

Also, with the coming construction of the HyVee grocery store, this will offer additional connections to their fresh produce options that might otherwise be unavailable. Recently, HyVee has joined the Healthy Retailer Network (see attached for more info). This program offers a card that provides instant savings on fresh produce and other healthy foods when scanned at the checkout register. This is yet another incentive for healthy living and eating habits in a convenient, close location.

Implementing trail/sidewalk on these primary corridors and creating connections to the regional trail system will create additional opportunities for active living for the above listed target populations. In fact, according to the 2018 Dakota County Ped Bike Demand Analysis (see attached) West St. Paul has some of the highest demand for pedestrian and bicycle facilities in the County.

4) Location — Proximity to target population (15%)

Describe the number of SHIP priority residents in the project area (people 60 or older, children, people with low incomes) and either.

According to the 2018 Dakota County Ped Bike Study, specifically the demand analysis, the City of West St. Paul has a high demand for pedestrian and bicycle infrastructure. The determination for demand is based around several factors, such as population and employment density, concentrated areas of young children and older adults, proximity to schools, and households without access to a personal vehicle. All of which are in close proximity to the proposed study area.

5) City-wide or regional value (10%)

Describe how your project will benefit the city and/or the region. Is your project encouraging policy change in the comprehensive plan update? Is your project connected to an existing or future facility of regional significance? Examples include regional greenway corridors, county or state highways, regional parks, regional commercial districts and community centers, city comprehensive plan that integrates health into the vision, goals and policies.

The proposed implementation/creation of sidewalk/trail on Thompson and Oakdale Avenues would create links to a regional greenway (the River to River Trail), county and state highways (Oakdale and Thompson are county highways, and Robert St is a state highway), regional and local parks (Thompson County Park and Kaposia Park), regional commercial districts (Robert St). All of these connections would benefit the residents of West St. Paul and Dakota County.

6) Number of overall residents who will benefit (10%)

Estimate the number of overall residents (target population and general population) who will benefit from this project and explain why. If your project does not include a spatial element, please state how many residents overall will benefit from the project and how.

As previously mentioned, the proposed study area is directly adjacent to over 300 existing residential units, along with a proposed 153-unit apartment building that is currently under review.

In total this would equate to 458 multi-family units, which in terms of population (with an average of 2.5 residents per household) would translate to nearly 1,150 residents in multi-family housing alone. When combined with the 75+ single family homes that are directly adjacent to the proposed roads, this project would benefit over nearly 1,350 residents. Simply stated, the proposed study area would benefit a large portion of the West St. Paul population.

In addition to the individuals that live directly adjacent to the study area, the improved pedestrian and bicycle connections would allow for enhanced access to many nearby local and regional destinations, such as Robert St., which serves as a major regional shopping/business area for the northern portion of Dakota County.

7) Leverage (5%)

Identify how your project will add to an already programmed project, leverage additional funds, be used as a match for a grant, or otherwise will add value.

The City and Count have both identified these segments as critical gaps in the trail/sidewalk system. Several different adjacent active living projects are either currently being funded or are scheduled to be funded. Projects such as the Marie/Oakdale Ave Trail improvements (2.9 million dollars of partnered funding), Wentworth Ave Trail and center median improvements (\$984,000 in Federal Grant money for the trail and \$71,000 for the median), Livingston reconstruction (\$155,000 worth of sidewalk), and the communal 2.9 million dollars put toward the River to River system.

Clearly, the City Council has identified parks and trails as a priority moving forward. In addition, both the Park & Recreation Committee and Public Works Committee have identified both segments as top priorities and fully support this application to complete a feasibility study.

The proposed feasibility study will help leverage federal TAP dollars to implement trail and/or sidewalk for the listed segments similar to the Marie/Oakdale project currently under construction.

8) Local match (5%)

Describe how you will meet the 10% match requirement. Specify the anticipated amount in dollars and briefly explain the sources (i.e. staff time, cash match, etc.)?

The City will provide the required 10 percent match with cash. In addition, City Staff will lead the project.

9) Enduring value (5%)

What is the expected life of your project outcomes?

The feasibility study is the first step in implementing trail and/or sidewalk on Thompson Ave and Oakdale Ave. Staff anticipates that the completed study will assist in obtaining federal TAP dollars for implementation. Once implemented, trail and/or sidewalk will provide a safe off-street facility for target populations for 30 plus years to connect to needed services and recreational opportunities.

City staff will ensure follow through on the project, and continue to explore funding options for implementation, including discussion of city-wide assessments for trail and sidewalk construction.

How will it benefit residents long-term?

Detailed in previous question, see above.

Who will own and maintain project outcomes or ensure follow-through on the project? Or, what community, political, or institutional support do you expect for your project outcomes?

The City of West St. Paul will be the project lead in coordination with Dakota County Planning.

Process

Shortly after the September 13, 2019 deadline, a multi-disciplinary/jurisdictional selection committee made up of County, City, Minnesota Department of Health representatives, and others will review proposals. Proposals found eligible will be scored for each criterion and compared with other projects for relative merit. The review committee may request clarification from applicants before making its decisions.

The review committee will recommend projects worthy of funding for the 2019 - 2020 funding years. County staff will then recommend projects to the Dakota County Board of Commissioners in October. Successful applicants will be notified, pending final approval by the County Board.

Contact

David Kratz david.kratz@co.dakota.mn.us, (952) 891-7146, or
Lil Leatham lil.leatham@co.dakota.mn.us (952) 891-7023.

Review Committee

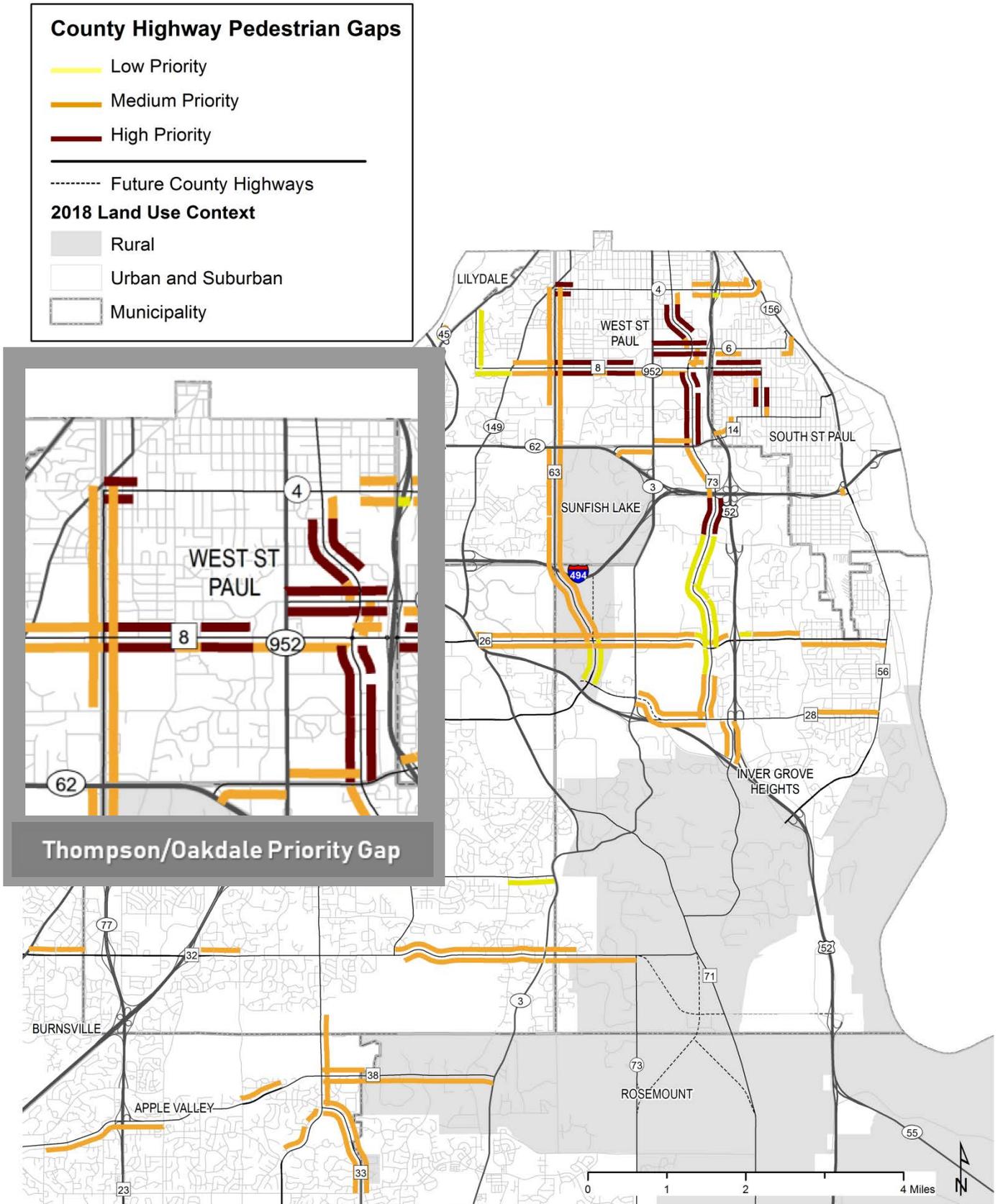
Please contact David Kratz david.kratz@co.dakota.mn.us if you would like to participate on the review committee. Members will be asked to review and score applications and attend one meeting in on September 18 or 19. Total time commitment is approximately 8 hours; 5 hours to review and 3 hours to meet.

Submission

Please submit applications electronically to David Kratz by 12 pm (noon) September 13 (Friday), 2019.

Pedestrian Gap Maps

Figure C1 Map A Pedestrian Gaps: Mendota, Mendota Heights, Lilydale, West St. Paul, South St. Paul, Sunfish Lake, Eagan, Inver Grove Heights



High Priority Trail Gaps

Thompson Ave/County Rd 6

#2

West St. Paul

This two-thirds mile dual trail gap extends from Robert St (TH 952) to Waterloo Ave. This gap is crucial to making Thompson Ave a viable route for bicyclists and pedestrians travelling from South St Paul to the center of the Robert St commercial corridor.

US 52 is a formidable barrier to travel between West St Paul and South St Paul. North of Thompson Ave, the next road crossing is Butler Ave, which only has sidewalk. South is Wentworth Ave, which does not have any trail or sidewalk in South St Paul. One mile south of Thompson Ave is Mendota Rd, which has a single sidewalk. Of the four County roads crossing this two mile stretch of US 52, not one road has continuous trail that South St Paul residents can use to reach the Robert St regional commercial corridor.

Pedestrian Demand Criteria (1-10 scale)

Population	6	Transit	7
Employment	10	RBTN	0
Shopping and Services	10	Road Lanes	0
Households without Vehicles	10	Speed Limit	2
Schools	2	Traffic Volume	8
Old and Young Population	9		

Additional Information

ROW Width	60' - 80'
Shoulder Width	Parking lanes
Rural/urban section	Urban
Transit	62, 68, 75, 452

Trail Gaps

- Low priority
- Medium priority
- High priority
- Bicycle gap (existing sidewalk)

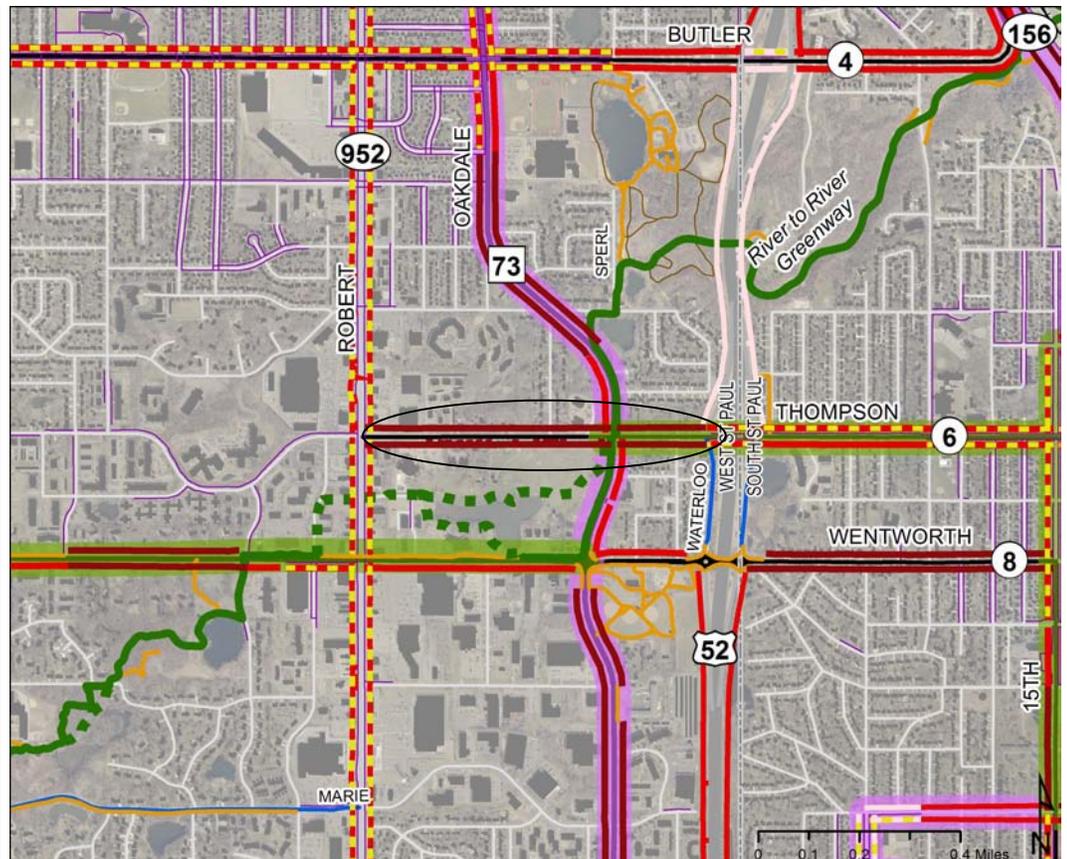
Bicycle/Pedestrian System

- Open Greenway
- Planned Greenway
- Multi Use Trail
- Bike Lane
- Sidewalk

Regional Bicycle Transportation Network

- Tier 1 Corridor Centerline
- Tier 2 Corridor Centerline
- Tier 1 Alignment
- Tier 2 Alignment

Building Footprint
Municipal boundary
Future County highway



Dakota County Physical Development Division
Office of Planning
Western Service Center
14955 Galaxie Ave, Apple Valley, MN, 55124
(952) 891-7000 www.co.dakota.mn.us

High Priority Trail Gaps

Oakdale Ave/CSAH 73

#3

West St. Paul

This 0.6 mile dual gap extends from the River to River Greenway to Butler Ave. Once a trail is constructed on the east side of Oakdale from Mendota Rd to Wentworth Ave in 2019, this will be Dakota County's only dual trail gap on an RBTN Tier 1 Alignment.

The dual gap hinders access to the River to River Greenway and the greater greenway and parks system for residents living north of Emerson Ave, which includes the Carousel Apartments. W St Paul also plans to actively pursue developing the Thompson Oaks Golf Course, which would place additional demand for trail along Oakdale Ave.

The RBTN recognizes the importance of Oakdale Ave. Robert Street's reconstruction only built sidewalks, leaving Oakdale Ave, Charlton St, and Delaware Ave as the only cyclist-accommodating roads that run the length of the city. One mile west of Oakdale, Charlton St has bike lanes planned. This leaves Oakdale Ave as the only north-south bicycle route east of the Robert St regional commercial corridor.

Pedestrian Demand Criteria (1-10 scale)

Population	8	Transit	8
Employment	3	RBTN	10
Shopping and Services	3	Road Lanes	0
Households without Vehicles	10	Speed Limit	0
Schools	3	Traffic Volume	7
Old and Young Population	6		

Additional Information

ROW Width	66', 72'
Shoulder Width	Parking lanes
Rural/urban section	Urban
Transit	62, 68, 75 on Robert St

Trail Gaps

- Low priority
- Medium priority
- High priority
- Bicycle gap (existing sidewalk)

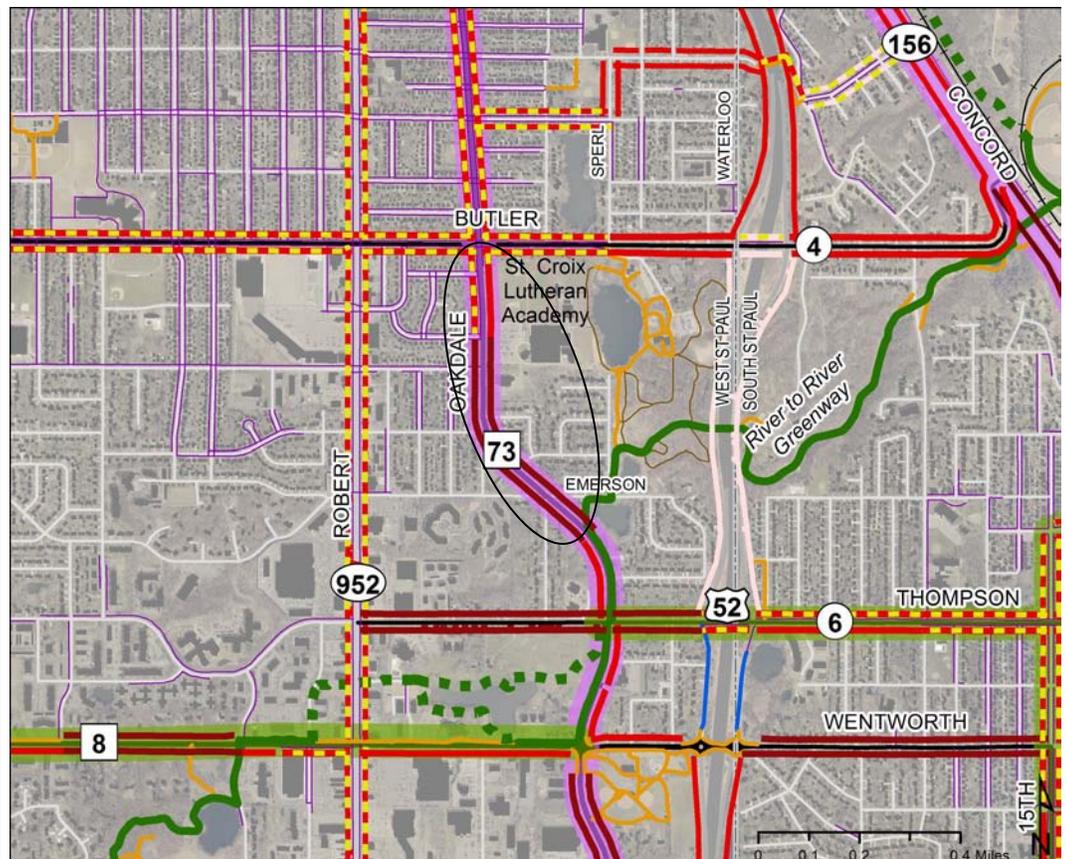
Bicycle/Pedestrian System

- Open Greenway
- Planned Greenway
- Multi Use Trail
- Bike Lane
- Sidewalk

Regional Bicycle Transportation Network

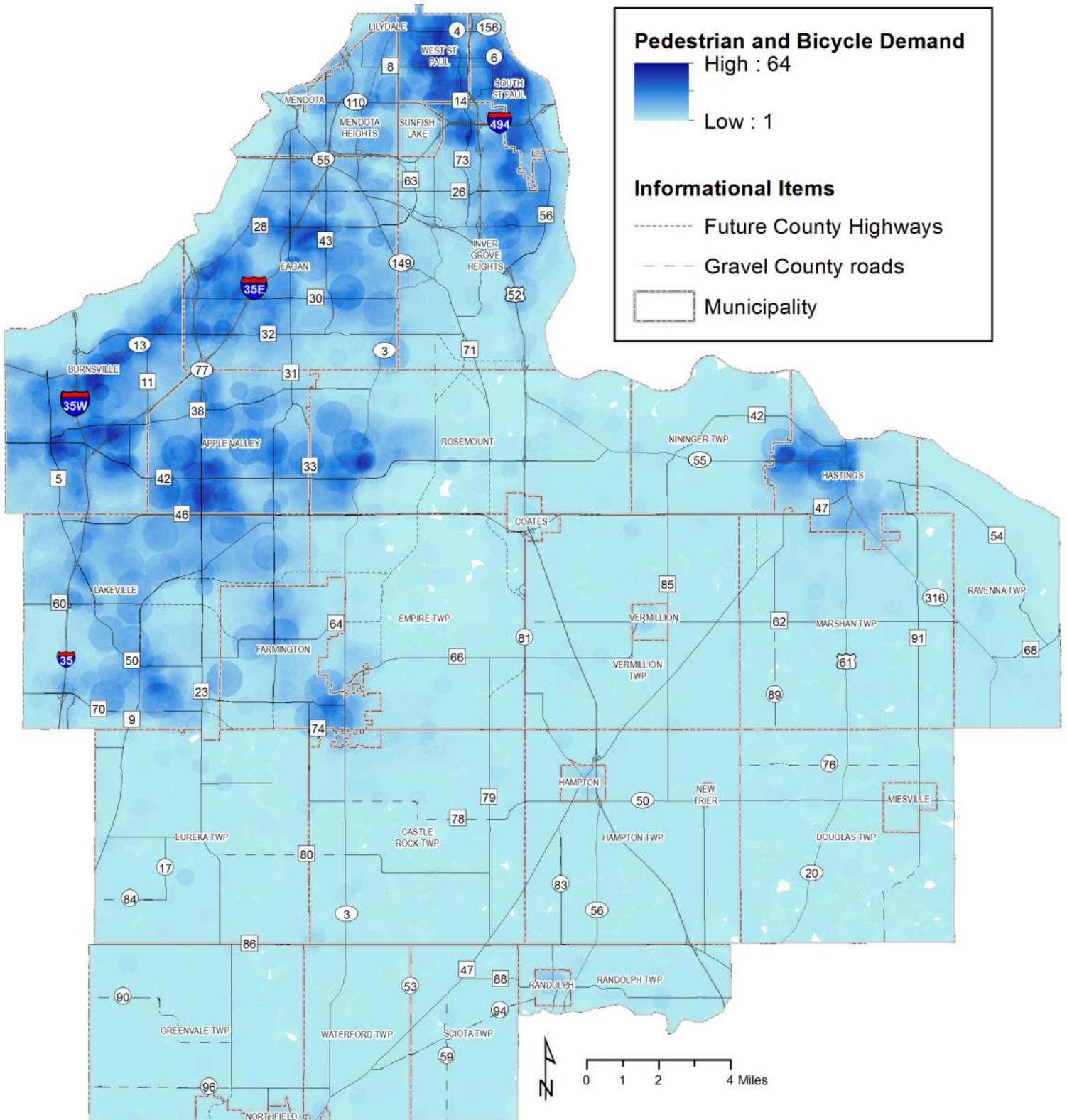
- Tier 1 Corridor Centerline
- Tier 2 Corridor Centerline
- Tier 1 Alignment
- Tier 2 Alignment

Building Footprint
Municipal boundary
Future County highway



Dakota County Physical Development Division
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Figure 1-4: Pedestrian and Bicycle Demand Analysis





HY-VEE JOINS HEALTHY SAVINGS® RETAILER NETWORK

Minneapolis, MN (March 25, 2019) – Healthy Savings, the healthy lifestyle program focused on improving diets, today announced that members can now use their Healthy Savings cards at all Hy-Vee stores across the Midwest. The program offers instant savings on fresh produce and other healthier food staples at grocery store checkout.

The Healthy Savings program, sponsored by individual employers and health plans across the nation, offers instant discounts on a variety of healthy food choices at the checkout for participating customers. Members of the Healthy Savings program receive information and

enrollment instructions from their employer or health plan and scan their membership card or mobile app at checkout for instant savings.

The program is available at all participating Hy-Vee locations in Iowa, Illinois, Kansas, Minnesota, Missouri, Nebraska, South Dakota and Wisconsin. Hy-Vee joins the growing network of more than 14,000 stores nationally that are offering discounts for the millions of customers qualified for the program.

“Hy-Vee is a trusted brand that supports healthy lifestyles. We believe this program is one more tool the grocer can offer to help customers who want to make healthy choices,” said Chad Kelly, Chief Marketing Officer of Solutran, the company behind Healthy Savings.

Healthy Savings is sponsored by health plans and individual employers across the United States. The technology behind the program is powered by the S3 Solutions Suite™ developed by Solutran, Inc., a Minnesota-based FinTech company.

About Healthy Savings®

Healthy Savings is a high-engagement, national health & wellness program helping health insurers, employers, government entities and nonprofits make healthier foods more affordable. Partnering with over 14,000 brands and stores, Healthy Savings allows members to save over \$50 weekly on healthier foods without having to clip, print or download coupons. Our mission is to improve the way America eats. The platform behind the Healthy Savings program is Solutran’s S3™ technology. Learn more at **[TryHealthySavings.com](https://www.TryHealthySavings.com)** and follow us on **[LinkedIn](#)**.

About Hy-Vee

Hy-Vee, Inc. is an employee-owned corporation operating more than 245 retail stores across eight Midwestern states with sales of \$10 billion annually. The supermarket chain is synonymous with quality, variety, convenience, healthy lifestyles, culinary expertise and superior customer service. Hy-Vee ranks in the Top 10 Most Trusted Brands and has been named one of America’s Top 5 favorite grocery stores. The company’s more than 80,000 employees provide “A Helpful Smile in Every Aisle” to customers every day. For additional information, visit **www.hy-vee.com**.



MINNESOTA DEPARTMENT OF HEALTH
MASTER GRANT CONTRACT
FOR COMMUNITY HEALTH BOARDS

THIS MASTER GRANT CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Minnesota Department of Health ("STATE") and Dakota County Community Health Board ("GRANTEE"), an independent organization, not an employee of the State of Minnesota, address: 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118.

1. Under Minnesota Statute §144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The STATE and the GRANTEE anticipate entering into project agreements with respect to one or more individual grant projects.
3. The STATE and the GRANTEE wish to streamline the project agreements for individual grant projects by incorporating by reference the provisions of this master grant contract.

NOW, THEREFORE, it is agreed.

1. **TERM OF AGREEMENT.**

1.1. Effective Date. This master grant contract shall be effective on January 1, 2015, or the date the STATE obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later. The Grantee must not begin work until the STATE'S Authorized Representative has notified the Grantee that work may commence.

1.2 Expiration Date. December 31, 2019. The STATE will enter into project agreements with the GRANTEE for individual grant programs and responsibilities within this aforementioned time frame. The expiration of this master grant contract is not subject to appeal.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this master grant contract: 7. Liability, 8. State Audits, 9. Data Practices Act, 10. Ownership of Materials and Intellectual Property Rights, 12. Jurisdiction and Venue, and 13. Disputes.

1.4 Conflict of Terminology: If any term, condition, or provision of this master grant contract is contradictory to or in conflict with any similar term, condition, or provision of a project grant agreement, then the term, condition, or provision of the project grant agreement shall take precedent and control.

2. **GRANT REQUIREMENTS.** Requirements of receiving grant funds may include, but are not limited to: financial reconciliations of payments to GRANTEE, site visits of the GRANTEE, programmatic monitoring of work performed by the GRANTEE and program evaluation. The GRANTEE will not be paid for work that the State deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
3. **TRAVEL EXPENSES.** The GRANTEE will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the STATE'S prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
4. **TERMINATION.**
 - 4.1 Termination by the State or Grantee.* The STATE or GRANTEE may cancel this master grant contract at any time, with or without cause, upon thirty (30) days written notice to the other party.
 - 4.2 Termination for Cause.* If the GRANTEE fails to comply with the provisions of this master grant contract, the STATE may terminate this grant contract without prejudice to the right of the STATE to recover any money

previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

4.3 Effect of Termination. If either the GRANTEE or the STATE exercises its respective right to terminate this master grant contract, with or without cause, or if this master grant contract is otherwise terminated, any individual project grant agreement which incorporates the terms and conditions of this master grant contract shall also be terminated as of the date this master grant contract terminates.

5. **ASSIGNMENT.** GRANTEE shall not assign or transfer any rights or obligations under this master grant contract without the prior written consent of the STATE.
6. **AMENDMENTS.** Any amendments to this master grant contract shall be in writing, and will not be effective until the amendment has been fully executed by the same parties who executed the original of this master grant contract, or their successors in office.
7. **LIABILITY.** Each party shall be responsible for its own acts and behaviors and the results thereof. The liability of the GRANTEE is governed by Minnesota Statutes chapter 466 and other applicable laws. The Minnesota Tort Claims Act, Minnesota Statutes section 3.736, and other applicable laws govern the STATE'S liability.
8. **STATE AUDITS.** Under Minnesota Statutes section 16B.98, subdivision 8, the GRANTEE'S books, records, documents, and accounting procedures and practices of the GRANTEE, or any other relevant party or transaction, are subject to examination by the STATE, the State Auditor, and the Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this master grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
9. **GOVERNMENT DATA PRACTICES AND DATA DISCLOSURE.**
 - 9.1 **Government Data Practices.** The GRANTEE and the STATE must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the STATE under individual grant project agreements, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under individual grant project agreements. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by either the GRANTEE or the STATE.

10. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS**

This clause 10 shall not apply to any grant projects involving the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Program and the Title V Maternal and Child Block Grant.

10.1. Except as otherwise required by Minnesota or Federal law, the GRANTEE shall own all rights, title and interest in all of the materials conceived or created by the GRANTEE, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of individual grant project agreements, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

The STATE agrees to, and hereby does, assign all rights, title and interest it may have in the MATERIALS to the GRANTEE. The STATE shall, upon request of the GRANTEE, execute all papers and perform all other acts necessary to transfer or record the GRANTEE'S ownership interest in the MATERIALS.

10.2. GRANTEE represents and warrants that MATERIALS produced or used under individual grant project agreements do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. GRANTEE shall indemnify and defend the STATE, at GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or parts of the MATERIALS infringe upon the intellectual property rights of another. GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this master grant contract, individual grant project agreements and amendments and supplements thereto, which are attributable to such

claims or actions. If such a claim or action arises, or in GRANTEE'S or the STATE'S opinion is likely to arise, GRANTEE shall at the STATE'S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS as necessary and appropriate to obviate the infringement claim. This remedy of the STATE shall be in addition to and shall not be exclusive of other remedies provided by law.

10.3. The GRANTEE hereby grants to the STATE a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform, and otherwise use the MATERIALS for any and all purposes, in all forms and manners that the STATE, in its sole discretion, deems appropriate. The GRANTEE shall, upon the request of the STATE, execute all papers and perform all other acts necessary, to document and secure said right and license to the MATERIALS by the STATE. At the request of the STATE, the GRANTEE shall permit the STATE to inspect the original MATERIALS and provide a copy of any of the MATERIALS to the STATE, without cost, for use by the STATE in any manner the STATE, in its sole discretion, deems appropriate.

11. **WORKER'S COMPENSATION.** The GRANTEE certifies that it is in compliance with Minnesota Statute, §176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The 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 the STATE'S obligation or responsibility.
12. **JURISDICTION AND VENUE.** This master grant contract and the project grant agreements, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. To the extent litigation is not prohibited by section 13 of this master grant contract, venue for all legal proceedings arising out of this master grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. **DISPUTES.** Any dispute shall be decided by the STATE'S Authorized Representative for the particular grant project agreement that the dispute concerns. The STATE'S Authorized Representative will be identified in each grant project agreement between the STATE and GRANTEE. If GRANTEE is dissatisfied with the decision of the STATE'S Authorized Representative, GRANTEE'S sole and exclusive remedy is an administrative hearing before an administrative law judge under the contested case procedures of the Minnesota Administrative Procedure Act, Chapter 14 of the Minnesota Statutes. Pursuant to Chapter 14, the administrative law judge shall make a report to the Minnesota Commissioner of Health, who shall make the final decision on the contested case. If GRANTEE wishes to request an administrative hearing, GRANTEE must request a hearing in a writing received by the STATE within 30 calendar days after the GRANTEE'S receipt of the decision of the STATE'S Authorized Representative. The decision of the Minnesota Commissioner of Health shall be subject to judicial review as provided in the Minnesota Administrative Procedure Act at Minnesota Statutes, §14.63 to 14.69.
14. **OTHER PROVISIONS**
 - A. **Contractor Debarment, Suspension And Responsibility Certification**

Federal Regulation 45 CFR 92.35 prohibits the STATE from purchasing goods or services with federal money from parties who have been suspended or debarred by the federal government. A party may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the federal government expects the STATE to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this master grant contract, GRANTEE certifies that it and its principals;

 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency; and
 2. Have not within a three-year period preceding this grant contract: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any

federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. ~~Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant contract are in violation of any of the certifications set forth above.~~

B. Audit Requirements

1. If the GRANTEE expends total federal assistance of \$500,000 or more per year, the GRANTEE agrees to (1) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133; and (2) to comply with the Single Audit Act of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133.
2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Government Organizations, Programs, Activities, and Functions."
3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular A-133 (or A-110 as applicable).
4. The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The federal government has approved the use of the audit guide.
5. In addition to the audit report, the GRANTEE shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.
6. The GRANTEE agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to GRANTEE'S records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133.
7. Subcontractors of federal financial assistance from GRANTEE are also required to comply with the Single Audit Act Amendments of 1984, as amended (31 U.S. Code Chapter 75) and OMB Circular A-133.
8. The Statement of Expenditures form can be used for the schedule of federal assistance.
9. The GRANTEE agrees to retain documentation to support the schedule of federal assistance for at least four years.
10. The GRANTEE agrees to file required audit reports with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, within six months of the grantee's fiscal year end.

OMB Circular A-133 requires recipients of more than \$500,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census
Data Preparation Division
1201 East 10th Street
Jeffersonville, Indiana 47132
Attn: Single Audit Clearinghouse

- C. Drug-Free Workplace
GRANTEE agrees to comply with the Drug-Free Workplace Act of 1988, as implemented at 34 CFR Part 85, Subpart F.
- D. Lobbying
The GRANTEE agrees to comply with the provisions of United States Code, Title 31, Section 1352. The GRANTEE must not use any federal funds to pay any person for influencing or attempting to influence an officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- E. Equal Employment Opportunity
GRANTEE agrees to comply with the Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by regulations at 41 CFR Part 60.
- F. Cost Principles
The GRANTEE agrees to comply with the provisions of OMB Circular A-21, A-87 or A-122 regarding cost principles for administration of this grant award.
- G. Rights to Inventions— Experimental, Developmental or Research Work
The GRANTEE agrees to comply with 37 CFR, Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.
- H. Clean Air Act
The GRANTEE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- I. No Smoking
With respect to facilities over which the GRANTEE has control, the GRANTEE shall comply with the Minnesota Clean Indoor Air Act.
- J. No Conflict of Interest
The GRANTEE hereby assures that no interest exists, directly or indirectly, which could conflict in any manner or degree with the GRANTEE'S performance of services required to be performed under this master grant contract or individual project grant agreements.

IN WITNESS WHEREOF, the parties have caused this master grant contract to be duly executed intending to be bound thereby.

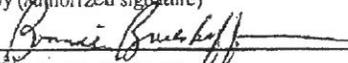
APPROVED:

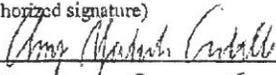
1. GRANTEE:

GRANTEE certifies that the appropriate person(s) have executed this master grant contract on behalf of the GRANTEE as required by applicable articles, by-laws, resolutions, or ordinances.

2. STATE AGENCY:

Master grant contract approval as required by Minnesota Statutes §§16A.15 and 16C.05.

By (authorized signature) 
Title: Public Health Director
Date: 9-24-2014

By (authorized signature) 
Title: Contract & Grant Coordinator
Date: 10/2/14

By (authorized signature)
Title:
Date:

Approved as to form:


Assistant County Attorney/Date

File No. KS-14-310

IFAS#: GR00700

EXHIBIT E
INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

Such policy(ies) shall name DAKOTA COUNTY, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for DAKOTA COUNTY hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of DAKOTA COUNTY's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of DAKOTA COUNTY's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise DAKOTA COUNTY of any intended or pending change of any Professional Liability insurers or policy forms, and provide DAKOTA COUNTY with all pertinent information that DAKOTA COUNTY may reasonably request to determine compliance

with this section; and (b) immediately advise DAKOTA COUNTY of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of DAKOTA COUNTY.

4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include DAKOTA COUNTY, its officers, employees and agents as Additional Insureds thereunder.

5. Additional Insurance. DAKOTA COUNTY shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as DAKOTA COUNTY may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

6. Evidence of Insurance. Contractor shall promptly provide DAKOTA COUNTY with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide DAKOTA COUNTY with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the DAKOTA COUNTY Certificate of Insurance, or in such other form as DAKOTA COUNTY may reasonably request, and shall contain sufficient information to allow DAKOTA COUNTY to determine whether there is compliance with these provisions. At the request of DAKOTA COUNTY, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to DAKOTA COUNTY prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to DAKOTA COUNTY. Such acceptance by DAKOTA COUNTY shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, DAKOTA COUNTY shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to DAKOTA COUNTY. If DAKOTA COUNTY does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to DAKOTA COUNTY.

8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, DAKOTA COUNTY shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to DAKOTA COUNTY immediately upon presentation of invoice.

9. Loss Information. At the request of DAKOTA COUNTY, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of DAKOTA COUNTY under this section. Such loss information shall include such specifics and be in such form as DAKOTA COUNTY may reasonably require.

10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases DAKOTA COUNTY, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of DAKOTA COUNTY or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of DAKOTA COUNTY, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by DAKOTA COUNTY, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by DAKOTA COUNTY, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).



Luke Moren, P.E. — Design Task Lead

Luke will lead all project design tasks and assist Eric with project management responsibilities. Luke has seven years of roadway, storm drainage, water main, and sanitary sewer design experience on municipal infrastructure projects where he has provided task management, technical design, plan and specification preparation as well as cost estimating. His experience ranges from conceptual planning and feasibility phases of projects to detailed final design and construction administration. He knows how to incorporate City standards and priorities to solve difficult project challenges through his experience working for several municipalities.



Lydia Statz — Project Planner/SHIP Specialist

Lydia has extensive mobility planning experience in more than a dozen states around the country, and brings a passion for helping communities create accessible, comfortable, and safe transportation networks that serve users of all ages and abilities. Her experience includes a wide variety of planning studies, including Complete Streets, bicycle and pedestrian plans, corridor studies, mobility plans, and Vision Zero plans. She brings extensive experience in community engagement, with a special focus on targeted outreach to engage populations of interest throughout the planning process. Lydia is known for developing tailored and innovative approaches to evaluate the risks and benefits of potential designs based on a variety of factors, including safety, equity, and access, empowering communities to make informed choices.

Project Experience

City of West St. Paul, Marie and Oakdale Trail

WEST ST. PAUL, MN

The City of West St. Paul, in partnership with Dakota County, is planning for the construction of a 10-foot-wide bituminous trail along the south side of Marie Avenue from Robert Street and Oakdale Avenue and the east side of Oakdale Avenue from Mendota Road to Wentworth Avenue. This segment of trail will help close a priority gap in the City's Pedestrian and Bicycle Master Plan and was awarded a Transportation Alternative Program grant in 2017. Kimley-Horn led the environmental documentation, public engagement, preliminary and final design, and preparation of construction plans and specifications that were required to meet the design standards of MnDOT State/Federal Aid. The project included right-of-way acquisition from 26 different property owners. Multiple site plan iterations and property owner engagement were frequently necessary to negotiate agreements for all the needed easements. Kimley-Horn provided construction administration and observation services for the project.

City of South St. Paul, Wentworth Avenue (CSAH 8) Sidewalk Improvements

SOUTH ST. PAUL, MN

The City of South St. Paul is currently planning for the construction of a sidewalk along the south side of Wentworth Avenue (CR 8) from TH 52 to 15th Avenue North. The project received a federal Surface Transportation Program grant in 2016 and the final design of the sidewalk was completed in the spring of 2019. The project includes approximately 0.6 miles of sidewalk, ADA improvements, and five retaining walls. Kimley-Horn led the public engagement efforts which included newsletter preparation and multiple open houses. The project included the preparation of an environmental document which required approvals by MnDOT Federal Aid and the FHWA. Kimley-Horn also provided preliminary and final design services, right-of-way acquisition coordination, and bidding services. Kimley-Horn also provided construction observation and administration services for the project.



City of South St. Paul, Concord Street Conceptual Design

SOUTH ST. PAUL, MN

In 2016, Kimley-Horn completed professional engineering and planning services for the City of South St. Paul for the Concord Street (TH 156) redesign between I-494 and Annapolis Street. The planning study developed an overall vision for Concord Street and supported the submittal of an STP funding application for the project. The planning study assisted the City with long-term corridor planning and provided an understanding of potential improvements to Concord Street. As a part of the planning study, Kimley-Horn developed a preliminary concept layout that identified preferred improved bicycle and pedestrian access to and through the corridor, roadway geometry, and potential retaining wall replacement improvements.

In 2017, Kimley-Horn assisted the City in seeking funding sources from multiple entities including a successful grant application for \$7.56 million through the Minnesota Highway Freight program. We also developed marketing materials to apply for state bonding funds and in preparation for a legislator tour of the project.

In 2018, Kimley-Horn completed a project scoping study for the City and MnDOT to further refine the project scope and total project costs. The scoping study included further refinement of the roadway layout, a preliminary corridor drainage analysis, and structural analysis of the existing retaining walls.

Schedule

Our proposed project schedule is included as **Attachment 1**.



Estimated Fees

Kimley-Horn will provide the scope of services identified above on an hourly basis. The following is a summary of our estimated fees and expenses.

Work Task	Estimated Cost
Task 1: Project Management and Team Meetings	\$ 5,180
Task 2: Public and Agency Involvement	\$ 6,470
Task 3: Alternatives Analysis	\$ 6,610
Task 4: Feasibility Report and Preliminary Engineering	\$ 11,690
Total Estimated Fees and Expenses	\$ 29,950

A more detailed summary of our estimated hours and fees is provided as **Attachment 2**. Labor fee will be billed according to our current standard hourly rate schedule.

Our total estimated cost for the Scope of Services is \$29,950 including all labor and reimbursable expenses. Fees and times stated in this proposal are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please feel free to contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Eric J. Fosmo, P.E.
Project Manager

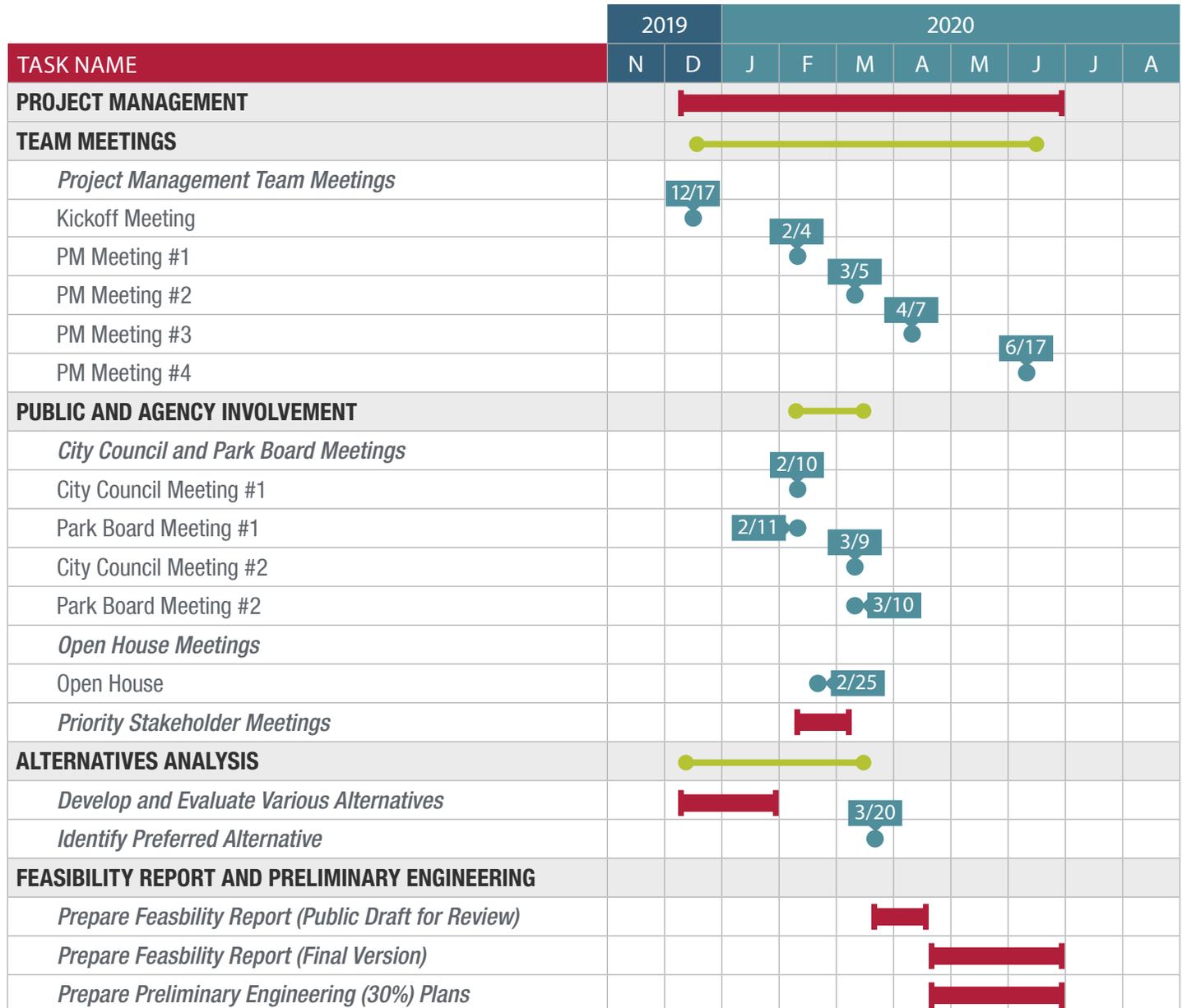


Luke B. Moren, P.E.
Task Lead

Attachments – Attachment 1 – Project Schedule
Attachment 2 – Fee Estimate



Attachment 1 - Project Schedule





Attachment 2 - Fee Proposal

		Project Manager	Task Lead	Graduate Engineer or Planner	Admin	Sub-Consultant (Survey)	Total Hours	Expenses	Estimated Fees
TASK 1 PROJECT MANAGEMENT AND TEAM MEETINGS									
1.1	Project Administration, PMT Meetings (Up to 4) and 1 Project Kickoff Meeting	8	16	8			32		\$4,880
Subtotal		8	16	8	0	0	32	\$300	\$5,180
TASK 2 PUBLIC AND AGENCY INVOLVEMENT									
2.1	Prepare presentation for two (2) City Council and two (2) Park Board Meetings	2	8				10		\$1,610
2.2	Stakeholder Coordination Meetings (up to 3 meetings with key stakeholders)		10				10		\$1,550
2.3	Open House	2	6	14			22		\$2,910
Subtotal		4	24	14	0	0	42	\$400	\$6,470
TASK 3 ALTERNATIVES ANALYSIS									
3.1	Develop Sidewalk, On-Street Bicycle, and Trail Alternatives	2	8	40			50		\$6,210
3.2	Evaluate Benefits and Impacts to SHIP Priority Populations	Effort included in Task 4.2							
Subtotal		2	8	40	0	0	50	\$400	\$6,610
TASK 4 FEASIBILITY REPORT AND PRELIMINARY ENGINEERING									
4.1	30% Preliminary Plans and Estimate	1	10	48			59		\$7,255
4.2	Feasibility Report	1	6	20	4		31		\$3,735
Subtotal		2	16	68	4	0	90	\$700	\$11,690
TOTAL PROJECT HOURS		16	64	130	4	0	214		
TOTAL ESTIMATED PROJECT COST (FEES AND EXPENSES)									\$29,950