

CITY OF RAMSEY
SUBGRANT AGREEMENT FOR RIVER WALK VILLAGE CONTAMINATION CLEANUP

THIS AGREEMENT (“Agreement”) is dated this _____ day of _____, 2019 and is by and between the City of Ramsey, a Minnesota Municipal Corporation and (“**CITY**”) and Village Bank, a Bank/Insurance Corporation under the laws of the State of Minnesota (“**SUBGRANTEE**”).

Recitals

- A. The Metropolitan Council (“**COUNCIL**”) awarded the **CITY** a Contamination Cleanup Grant (“Grant”) dated July 24, 2019 in the amount of \$902,800.
- B. Minnesota Statutes sections 473.251 and 473.252 establish within the Metropolitan Council Livable Communities Fund a Tax Base Revitalization Account and require the **COUNCIL** to use the funds in the account to make grants to Municipalities and Development Authorities for the cleanup of polluted land in the seven-county metropolitan area.
- C. The **COUNCIL** requires the **CITY** to enter into an agreement outlining the terms of the Grant (“Grant Agreement”), attached hereto as Exhibit A.
- D. The **CITY** and **SUBGRANTEE** desire to enter into this Subgrant Agreement whereby **SUBGRANTEE** assumes the **CITY’S** obligations under the Grant Agreement to the extent permitted by that Agreement.

Agreement

1. **Recitals.** Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.
2. **Grant Agreement.** The **CITY** is the grantee of the Grant (“**GRANTEE**”). The terms of the Grant Agreement are hereby incorporated into this Agreement and are made part of this Agreement by reference.
3. **Reimbursement.** The **CITY** will reimburse the **SUBGRANTEE** for eligible expenses as defined within the Grant.
4. **Assumption of Grantee Obligations.** The **SUBGRANTEE** hereby agrees to assume the **GRANTEE’S** obligations and adhere to those restrictions applicable to **GRANTEE** under the Grant Agreement, including generating all notices, certificates, statements, etc., required to be sent to the Council. **SUBGRANTEE** shall also maintain the required records and provide the necessary data for payments using the **COUNCIL’S** online grant management system. **SUBGRANTEE** shall not enter into any sub-subgrant agreements without the express written approval of the **COUNCIL** and **CITY**.
5. **Legal Compliance.** **SUBGRANTEE** shall comply with all applicable state and federal laws and the Grant Agreement. **SUBGRANTEE** and its agents and contractors shall obtain all required permits, licenses and certifications, and comply with all applicable state and federal OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response standards under 29 CFR §§ 1920.120 and 1926.65, and the housing requirements under section 6.01, 6.02 and 6.03 of the Grant Agreement.
6. **Notices.** Required notices shall be in writing, and shall be either hand delivered to the parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO SUBGRANTEE:

Village Bank
Attn: Don Kveton
Street Address
Blaine, MN ZIP

TO THE CITY:

City of Ramsey
Attn: Community Development Director
7550 Sunwood Dr NW
Ramsey, MN 55303

THE CITY:

CITY OF RAMSEY

By: _____
Its: Mayor

By: _____
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this _____ day of _____ 2019, by John LeTourneau and Kurtis G. Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

Notary Public

This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

This document reviewed by:
Ratwik, Roszak & Maloney, P.A.
730 Second Ave. S., Suite 300
Minneapolis, MN 55402

EXHIBIT A
Legal Description of Subject Property

EXHIBIT B
Grant Agreement