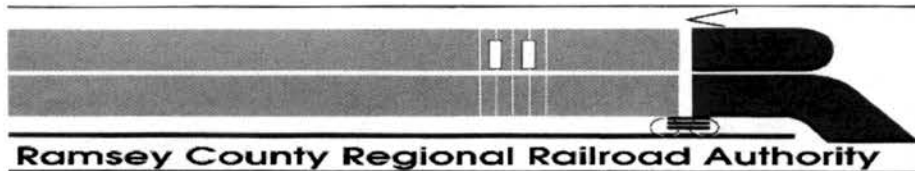




Ramsey County Regional Railroad Authority.
Records.

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6560 Ramsey County Government Center West
50 Kellogg Boulevard West
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

April 21, 2009

Immediately following the County Board Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the April 21, 2009 Board Meeting is presented for approval.

MINUTES of the April 14, 2009 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. I-94 and Riverview Corridor FY2010 Federal funding request support letters
2. Purchase Union Depot Building (Head House), St. Paul, Minnesota

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

April 14, 2009

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 6. Absent: Bennett - 1.

Chair McDonough called the meeting to order at 11:05 AM

AGENDA

Commissioner Parker moved approval of the Agenda of the April 14, 2009 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Reinhardt, Rettman, Carter, Ortega, Parker, McDonough – 6. Nays – 0. Motion accepted.

MINUTES

Commissioner Carter moved approval of the Minutes from the March 17, 2009 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Reinhardt, Rettman, Carter, Ortega, Parker, McDonough – 6. Nays – 0. Motion accepted.

1. Update the RCRRA Board on the Union Depot Environmental Assessment

Tim Mayasich, Director of the Ramsey County Regional Railroad Authority introduced Rick Nau, from URS Corporation, who would provide an overview of the Union Depot Environmental Assessment process, its current status as well as the next steps in the process.

Rick Nau addressed the Board to begin the presentation. He explained that about a year ago he presented the findings of the Environmental Assessment (EA) to the Board. Since that time, they have been able to resolve the differences with the Central Corridor (CC) and move forward with the EA. The EA is required by the National Environmental Policy Act (NEPA) for federal actions. The federal action here is the investment of federal funds in the Union Depot (UD) project and the environmental review must be completed before the federal funds become available for the project.

In January 2008, when he presented the draft EA, the Supplemental Draft Environmental Impact Statement (SDEIS) for Central Corridor was in process. When they reconciled the two documents, they found that the CC Municipal Consent alignment was inconsistent with the initial UD site plan. The mid-block Wacouta Street alignment for the CC cut into the UD site and made it difficult to have a functional modal facility. They worked with the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) to resolve the issues. The UD EA and the CC EIS needed to be consistent before proceeding with the EA. Primary concerns were the function of the UD, the impacts to the historic structure and the CC Maintenance Facility. As a result of the efforts, the CC project office agreed on an alignment that follows 4th street and a relocation of their maintenance facility to the Diamond Products building. This allowed for the creation of a functional site plan that accommodates all identified multimodal uses - including platforms for Amtrak, commuter rail, CC light rail at the back of the Depot, bus pickup and drop off for both local and intercity buses, and a bicycle facility in the under track with bicycle paths.

A new draft of the EA has been prepared, that responds to the comments received on the previous draft, and it has been submitted to FHWA and Mn/DOT for their review. They are in the process of working with Mn/DOT and the State Historic Preservation Office (SHPO) to develop a Programmatic Agreement for addressing impacts to the historic structure. Once this is completed, they can move into the Environmental Review Process. The time line for the Environmental Review process is shown on a month to month basis over a six month time period. Finalization of the EA and the FHWA signature would occur in the first two months, which would be followed by a 45 day Public and Agency Comment Period during which two public meetings would be held. The Environmental Review process is concluded through the preparation of a request for the Finding of No Significant Impact

(FONSI) and signing off on it (by FHWA and Mn/DOT), which will be done in the final two months. This Environmental Review schedule is fluid and exact dates are dependent on when signatures and reviews are completed by FHWA and Mn/DOT.

Commissioner Rettman asked if anything would come back to the Board for approval after the public hearings.

Tim Mayasich replied that the comments from the public hearings would come back to the Board. He added that the Board would not vote on the EA because the federal government and the state would approve the document. The Regional Railroad Authority will hold the hearings.

Rick Nau added that it is acceptable for the Board to take a position and submit a letter of comment on the Environmental Assessment, but since it is a federal document they are the ones who approve it and approve the Finding of No Significant Impact (FONSI).

Chair McDonough asked about the time line for the process and if they would receive a FONSI by October.

Rick Nau responded that their estimate is that a FONSI would likely be in the September time frame.

2. Set public hearings for the Union Depot Multi-modal Transit and Transportation Hub Environmental Assessment

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Parker.

Commissioner Rettman asked if the Board would take action after these public hearings.

Chair McDonough responded that information will come back to them about the comments and at that time they can decide if they want to take a position on any of the comments. He said right now they are setting the dates for the public hearings, after the hearings the comments will be presented to the Board.

Commissioner Carter suggested that they set the public hearings during the evening as well as the during the day time, since this is a major project for the community and offers great opportunity.

Chair McDonough replied that there would be one during the day and one during the evening and that there would be multiple ways to comment.

Commissioner Parker asked that the Board be given the dates as soon as they are set so that they have the opportunity to attend the hearings as well.

Roll Call: Ayes – Reinhardt, Rettman, Carter, Ortega, Parker, McDonough – 6. Nays – 0. Motion accepted. (R09-11)

WHEREAS, An Environmental Assessment (EA) has been completed for the Union Depot Multi-modal Transit and Transportation Hub; and

WHEREAS, The Federal Highway Administration (FHWA) and Minnesota Department of Transportation are reviewing the EA for publication and public hearings; and

WHEREAS, The Ramsey County Regional Railroad Authority will conduct two public hearings on the EA; and

WHEREAS, The public hearings may serve to further identify issues of importance to the public concerning the Union Depot project; now, therefore be it

RESOLVED, that the County Manager is authorized to set a forty five day comment period and schedule two public hearings for the Union Depot EA upon receipt of formal approval for release of the document from FHWA and in accordance with federal regulations.

3. Accept Red Rock Corridor State Bond funds for completion of Preliminary Engineering at the Union Depot and provide RRA funding as the local match to federally funded Red Rock Corridor Studies.

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Reinhardt.

Commissioner Rettman suggested that they remove "Canadian Pacific Railway" from line 3 of the resolution and just keep it as "freight tracks".

The Board agreed on the amendment to the resolution.

Roll Call: Ayes – Reinhardt, Rettman, Carter, Ortega, Parker, McDonough – 6. Nays – 0. Motion accepted. (R09-12)

WHEREAS, the Red Rock Corridor originates in Hastings travels north to the Union Depot in St. Paul and on to Minneapolis generally following Trunk Highway 61, Interstate 94, and the freight tracks; and

WHEREAS, the Red Rock Corridor Commission (RRCC) was formed in 1998 by a Joint Powers Agreement (JPA) to address the transportation needs of the Red Rock Corridor; and

WHEREAS, the Ramsey County Regional Railroad Authority is a member of the RRCC; and

WHEREAS, the RRCC was granted Section 5309 Federal Transit Administration (FTA) funds for the completion of environmental, engineering, and station planning work, and

WHEREAS, the RRCC was granted Section 5339 FTA funds for the completion of studies needed to progress the Corridor as part of its Alternatives Analysis process; and

WHEREAS, the RRCC was granted State Bond funds in 2005 and 2006 for the completion of environmental and engineering work for the Corridor; and

WHEREAS, the Ramsey County Regional Railroad Authority has completed station planning and environmental work on the St. Paul Union Depot; and

WHEREAS, the Ramsey County Regional Railroad Authority has secured \$4 million in federal funds for the completion of Preliminary Engineering at the St. Paul Union Depot; and

WHEREAS, a local match to federal funds is needed to complete Preliminary Engineering at the St. Paul Union Depot; and

WHEREAS, the RRCC and the Ramsey County Regional Railroad Authority have identified a need to complete additional analysis along the Red Rock Corridor to better understand the impacts of implementing commuter rail. Now Therefore Be it

RESOLVED, that the Ramsey County Regional Railroad Authority accepts state bond funds in the amount of \$1 million from the Red Rock Corridor Commission to provide the local match to previously secured federal funds for the completion of Preliminary Engineering at the St. Paul Union Depot, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Washington County Regional Railroad Authority in an amount up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$400,000 to match federal funds for the East Metro Railroad Capacity Analysis Study, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$250,000 to match federal funds for the East Metro Travel Time Benefit Study, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$70,000 to match federal funds for the Coordination of Corridors into downtown St. Paul Study, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds to the Red Rock Corridor Commission in an amount up to \$42,500 to match federal funds for the Economic Analysis of the St. Paul Union Depot Study.

RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting

4. Approval of Land Use Agreement with Cirque Du Soleil

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Carter.

Roll Call: Ayes – Reinhardt, Rettman, Carter, Ortega, Parker, McDonough – 6. Nays – 0. Motion accepted. (R09-13)

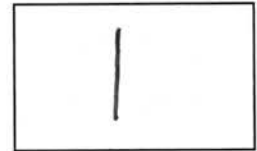
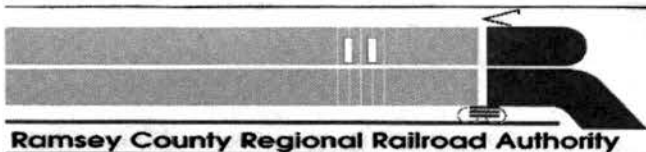
WHEREAS, Ramsey County Regional Railroad Authority owns the premises located generally at the intersection of Kellogg and Broadway, in St. Paul, commonly known as the Fringe and Consec parking lots; and

WHEREAS, the City of St. Paul engaged a partnership with Cirque du Soleil to bring their "Kooza" circus production (no animals) to the City of St. Paul and desires a License for the use of this premises for the event and event parking; and

WHEREAS, RCRRA desires to financially benefit from the interim use of this property; Now, Therefore Be It

RESOLVED, Ramsey County Regional Railroad Authority hereby approves the execution of a Land Use License with Cirque Du Soleil.

There being no further business, Chair McDonough declared the meeting adjourned at 11:20 AM.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: **04/21/09**

SUBJECT: I-94 and Riverview Corridor FY2010 Federal funding request support letters

EXECUTIVE SUMMARY

Federal Transit Administration (FTA) funding for Federal Fiscal Year 2010 is being requested by Congresswoman Betty McCollum's office for two additional projects, not previously requested. These funds would be 80% Federal/20% local funding. The requests require a letter of support from the organization identified as the recipient of the funds.

The first request is for \$4,000,000 in FTA funding to complete an Alternatives Analysis and environmental study of the I-94 corridor from the Union Depot, east through Washington County. The local match would be provided by Washington and Ramsey County Regional Railroad Authorities. Washington County is also providing a letter of support for this request.

The second request is for \$1,000,000 in FTA funding to complete a transit study for the Riverview corridor that extends from Union Depot to the Minneapolis/St. Paul International Airport and the Mall of America. The local match would be provided by the Ramsey County Regional Railroad Authority.

ACTION REQUESTED

1. Authorize the Chair to send the attached letter of support for \$4,000,000 in FY 2010 FTA funding for the I-94 corridor to Representative McCollum.
2. Authorize the Chair to send the attached letter of support for \$1,000,000 in FY 2010 FTA funding for the Riverview corridor to Representative McCollum.

SUBJECT: I-94 and Riverview Corridor FY2010 Federal funding request support letters

ATTACHMENTS:

1. Draft Resolution
2. I-94 corridor letter of support
3. Riverview corridor letter of support

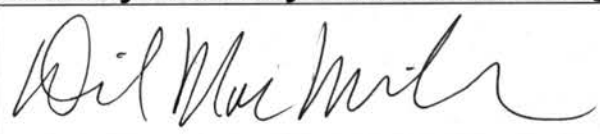
PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

SUBJECT: I-94 and Riverview Corridor FY2010 Federal funding request support letters

Regional Railroad Authority – Authorized Signature	Date
	4/16/09

Budgeting & Accounting – Authorized Signature	Date
	4/16/09

County Attorney – Authorized Signature	Date
	4-16-09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

Subject: I-94 and Riverview Corridor FY2010 Federal funding request support letters

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has supported the
2 development of transit options that best serve the needs of county residents; and
3

4 WHEREAS, Federal funding can be requested to assist in the development of these
5 alternatives; and
6

7 WHEREAS, The Ramsey County Regional Railroad Authority supports a \$4,000,000
8 funding request for I-94 Corridor and a \$1,000,000 funding request for Riverview Corridor from
9 Congresswoman Betty McCollum's office; now, therefore be it
10

11 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes its Chair to
12 sign a letter of support for the I-94 corridor request; and be it further
13

14 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes its Chair to
15 sign a letter of support for the Riverview corridor request.



6560 Ramsey County Government Center West, 50 Kellogg Boulevard West
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

March 13, 2009

The Honorable Betty McCollum
U.S. Representative, Fourth District
1714 Longworth House Office Building
Washington, D.C. 20515

SUBJECT: FY 2010 Appropriations Request I-94 Transportation Corridor

Dear Congresswoman McCollum:

On behalf of the Ramsey County Regional Railroad Authority, I thank you for submitting an appropriations request for the I-94 Transportation Corridor which extends from the Union Depot in St. Paul east through Washington County. Your appropriations request of four million dollars will be matched with one million dollars of local contribution from Ramsey and Washington Counties. The funds will be used to complete an alternatives analysis and environmental study of the corridor.

We appreciate your commitment to working with local units of government in Minnesota to deliver high-quality services to the residents of our state. Your dedication is a great asset for Minnesota.

By submitting this request, I support Congress' authority to direct project-specific funding decisions to federal departments and agencies, as well as instruct federal departments and agencies through report language of congressional intent on matters of funding and policy interpretation.

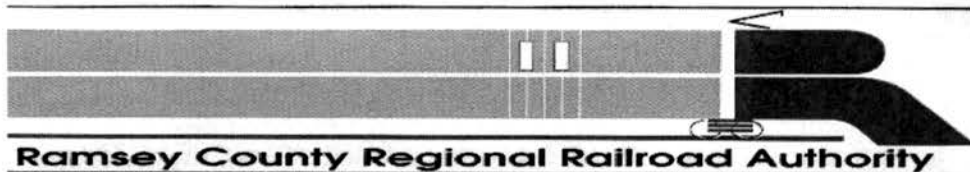
If you have any questions regarding this submission, please contact Tim Mayasich, in the Ramsey County Regional Railroad office, at 651-266-2762, or me. Again, thank you for all your hard work on behalf of your constituents and the State of Minnesota.

Sincerely,

Jim McDonough, Chair
Ramsey County Regional Railroad Authority

c. Ramsey County Board of Commissioners
Julie Kleinschmidt, Ramsey County Manager
Myra Peterson, Chair Washington County Regional Railroad Authority

5



6560 Ramsey County Government Center West, 50 Kellogg Boulevard West
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

March 13, 2009

The Honorable Betty McCollum
U.S. Representative, Fourth District
1714 Longworth House Office Building
Washington, D.C. 20515

SUBJECT: FY 2010 Appropriations Request for Riverview Corridor

Dear Congresswoman McCollum:

On behalf of the Ramsey County Regional Railroad Authority, I thank you for submitting an appropriations request for the Riverview Corridor which extends from the Union Depot in St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America via Kellogg Boulevard and Trunk Highway 5. Your appropriations request of one million dollars will be matched with available local dollars. The funds will be used to complete a transit study for the corridor.

We appreciate your commitment to working with local units of government in Minnesota to deliver high-quality services to the residents of our state. Your dedication is a great asset for Minnesota.

By submitting this request, I support Congress' authority to direct project-specific funding decisions to federal departments and agencies, as well as instruct federal departments and agencies through report language of congressional intent on matters of funding and policy interpretation.

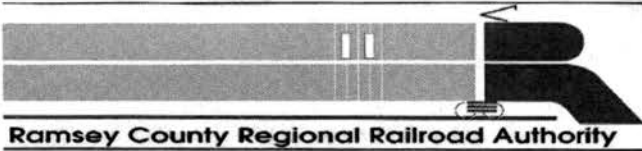
If you have any questions regarding this submission, please contact Tim Mayasich, in the Regional Railroad office, at 651-266-2762, or me. Again, thank you for all your hard work on behalf of your constituents and the State of Minnesota.

Sincerely,

Jim McDonough, Chair
Ramsey County Regional Railroad Authority

c. Ramsey County Board of Commissioners
Julie Kleinschmidt, Ramsey County Manager

6



2

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 04/21/09

SUBJECT: Purchase Union Depot Building (Head House), St. Paul, Minnesota

EXECUTIVE SUMMARY

On March 17, 2009, in an executive session, the Ramsey County Regional Railroad Authority authorized staff to negotiate ownership of the Union Depot (Head House) ("Union Depot"). On April 14, 2009, in an executive session, staff presented the County Board with the results of the negotiations and requested direction. The Regional Railroad Authority directed staff to return to the Ramsey County Regional Railroad Authority with draft purchase agreements, with the two owners, for the purchase of the Union Depot.

(Executive Summary continued on Next Page)

ACTION REQUESTED

1. Authorize and approve the draft purchase agreements for the purchase of the Union Depot for the total purchase price of \$8,100,000.
2. Authorize the Chair to sign and deliver the final Agreements for Sale and Purchase of Property on behalf of the County, subject to prior approval by the County Attorney's Office, Regional Railroad Authority and Property Management.
3. Authorize the County Manager to execute and deliver on its behalf all necessary documents required by or deemed necessary to carry out the purposes of the Agreements for Sale, Purchase of Property, and due diligence reports subject to prior approval by the County Attorney's Office.
4. Direct staff to return to the Regional Railroad Authority with the final purchase agreements, a due diligence report, total purchase costs, and operating budget, before the closing.

Executive Summary Continued

The Regional Railroad Authority and Property Management, working in conjunction with the County Attorney's Office, has included the following terms into the purchase agreements:

Frenz's Property:

- Purchase price of \$7.7 million.
- Down payment of \$50,000 due at the time of execution of the Purchase Agreement.
- County will pay up to \$15,000 of Frenz's closing costs including attorney fees.
- County will pay up \$35,000 to relocate the exhaust fan from Christos Restaurant.
- Due diligence period of 30 days commencing the date of execution of the Purchase Agreement.
- Closing date before May 31, 2009.

Leventhal's Property:

- Purchase price of \$400,000.
- Down payment of \$25,000 due at the time of execution of the Purchase Agreement.
- Due diligence period of 30 days commencing the date of execution of the Purchase Agreement.
- Closing date before May 31, 2009.

The Regional Railroad Authority and Property Management are requesting Ramsey County Regional Railroad Authority to authorize and approve the draft purchase agreements for the purchase of the Union Depot; authorize the Regional Railroad Authority Chair to execute the final purchase agreements, subject to prior approval by the County Attorney's Office, Regional Railroad Authority, and Property Management; and direct staff to return to the Regional Railroad Authority with the final purchase agreements, a due diligence report, total purchase costs, and operating budget, before the closing.

The funding for the purchase of the two properties and the due diligence reports is available in a 2008 project approved by the Regional Railroad Authority board for use in developing the Union Depot as a multi modal transportation hub.

SUBJECT: Purchase Union Depot Building (Head House), St. Paul, Minnesota

ATTACHMENTS:

1. Draft Agreement For Sale And Purchase Of Property for Frenz's Property.
2. Draft Agreement For Sale And Purchase Of Property for Leventhal's Property.

PREVIOUS ACTION:

None

COUNTY MANAGER'S COMMENTS:

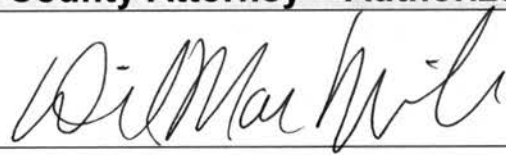
The County Manager concurs with the request for approval of the purchase agreements for the purchase of the Union Depot.

3

SUBJECT: Purchase Union Depot Building (Head House), St. Paul, Minnesota

Regional Railroad Authority – Authorized Signature	Date
	4/16/09

Budgeting & Accounting – Authorized Signature	Date
	4/16/09

County Attorney – Authorized Signature	Date
	4-16-09

Other– Authorized Signature	Date
	4-16-09

Other– Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Purchase Union Depot Building (Head House), St. Paul, Minnesota

Draft Resolution

WHEREAS, On March 17, 2009, in an executive session, the Ramsey County Regional Railroad Authority authorized staff to negotiate ownership of the Union Depot (Head House) ("Union Depot"); and

WHEREAS, On April 14, 2009, in an executive session, staff presented the Ramsey County Regional Railroad Authority with the results of the negotiations and requested direction; and

WHEREAS, The Ramsey County Regional Railroad Authority directed staff to return to the Ramsey County Regional Railroad Authority with draft purchase agreements, with the two owners, for the purchase of the Union Depot; and

WHEREAS, The Regional Railroad Authority and Property Management, working in conjunction with the County Attorney's Office, has included the following terms into the purchase agreements:

Frenz's Property:

- Purchase price of \$7.7 million.
- Down payment of \$50,000 due at the time of execution of the Purchase Agreement.
- County will pay up to \$15,000 of Frenz's closing costs including attorney fees.
- County will pay up to \$35,000 to relocate the exhaust fan from Christos Restaurant.
- Due diligence period of 30 days commencing the date of execution of the Purchase Agreement.
- Closing date before May 31, 2009.

Leventhal's Property:

- Purchase price of \$400,000.
- Down payment of \$25,000 due at the time of execution of the Purchase Agreement.
- Due diligence period of 30 days commencing the date of execution of the Purchase Agreement.
- Closing date before May 31, 2009; and

WHEREAS, The Regional Railroad Authority and Property Management are requesting Ramsey County Regional Railroad Authority to authorize and approve the draft purchase agreements for the purchase of the Union Depot; authorize the Regional Railroad Authority Chair to execute the final purchase agreements, subject to prior approval by the County Attorney's Office, Regional Railroad Authority, and Property Management; and direct staff to return to the Regional Railroad Authority with the final purchase agreements, a due diligence report, total purchase costs, and operating budget, before the closing; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby authorizes and approves the draft purchase agreements for the purchase of the Union Depot for the total purchase price of \$8,100,000; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority hereby authorizes the Chair to sign and deliver the final Agreements for Sale and Purchase of Property on behalf of the County, subject to prior approval by the County Attorney's Office, Regional Railroad and Property Management; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority hereby authorizes the County Manager to execute and deliver on its behalf all necessary documents required by or deemed necessary.

5

51 to carry out the purposes of the Agreements for Sale, Purchase of Property, and due diligence reports
52 subject to prior approval by the County Attorney's Office; and Be It Further

53
54 RESOLVED, That the Ramsey County Regional Railroad Authority directs staff to return to the
55 Regional Railroad Authority with the final purchase agreements, a due diligence report, total purchase
56 costs and operating budget, before the closing.

REAL ESTATE PURCHASE AND SALE AGREEMENT

RELATING TO

**UNION DEPOT COMMERCIAL UNITS
SAINT PAUL, MINNESOTA**

Dated as of April ___, 2009

1. **Parties and Recitals.** The parties to this Real Estate Purchase and Sale Agreement ("Agreement") are:

a. (i) JAS Apartments, Inc., or its assignees, a Minnesota corporation, whose address is One East 19th Street, Minneapolis, Minnesota 55403, Phone (612) 872-7772 Fax (612) 872-7667; email: sfrenz@jasapartments.com ("Seller");

(ii) Ramsey County Regional Railroad Authority, whose address is 660 Government Center West, 50 West Kellogg Boulevard, Saint Paul, Minnesota 55102-1657, Attention: Jolly Mangine, Phone (651) 266-2261; Fax (651) 266-2264; email: jolly.mangine@co.ramsey.mn.us ("Buyer"); and

(iii) This Agreement sometimes refers to Seller or Buyer, as a "Party" or to Seller and Buyer, collectively, as the "Parties".

b. The term "Property" as used in this Agreement, means the fee simple title to the land together with (i) all buildings, parking facilities, fixtures and improvements constructed or located on the land, (the "Improvements") (ii) all easements, air rights, and other rights benefiting or appurtenant to the land, and (iii) Seller's interest in all neighboring or contiguous alleys, streets, roads, and utilities servicing, pertaining, or relating to the land and Improvements located in the City of Saint Paul, County of Ramsey, State of Minnesota, legally described on Exhibit A attached hereto and made a part hereof, constituting a portion of the St. Paul Union Depot, Ramsey County, Minnesota (the "Depot").

c. All of Seller's right, title, and interest in the Personal Property described or identified in the attached Exhibit F, attached hereto and made a part hereof.

d. Good and marketable title to the Property will be granted by Seller to Buyer pursuant to the terms of a Minnesota Uniform Conveyancing Blank limited warranty deed ("Deed"). The Property is subject to the leases ("Leases") listed on Exhibit B attached hereto and shall include all of Seller's rights and interests thereunder. Seller's rights and interests under the Leases shall be assigned to Buyer, and Buyer shall assume Seller's obligations under the Leases to be paid or performed after Closing, pursuant to the terms of an assignment and assumption of leases ("Lease Assignment") in the form and substance attached hereto as Exhibit C. The Property is subject to the parking license agreements ("Parking Licenses") listed on Exhibit D attached hereto and shall include all of Seller's rights and interests thereunder. Seller's rights and interests

under the Parking Licenses shall be assigned to Buyer, and Buyer shall assume Seller's obligations under the Parking Licenses to be paid or performed after Closing, pursuant to the terms of an assignment and assumption of parking licenses ("Parking License Assignment") in the form and substance attached hereto as Exhibit E.

e. Buyer is a public entity that has the power of eminent domain.

2. **Purchase and Sale.** Seller agrees to sell and Buyer agrees to purchase the Property pursuant to the terms and conditions as set forth herein.

3. **Purchase Price; Payment.** The purchase price ("Purchase Price") for the Property shall be Seven Million Seven Hundred Thousand Dollars (\$7,700,000.00), and shall be payable as follows:

a. \$50,000.00 earnest money (the "Earnest Money"), to be deposited by Buyer with Title, as defined below, within three (3) business days after the date of this Agreement. The Earnest Money shall be deposited by Title into a segregated interest-bearing account and all interest accrued thereon, less the reasonable charges of Title for setting up the interest-bearing account, shall be added to the Earnest Money and constitute a part thereof. The Earnest Money shall be applied to the Purchase Price at Closing, as defined below, or otherwise disbursed in accordance with the provisions of this Agreement.

b. The balance of the Purchase Price, net of adjustments and prorations provided for in this Agreement, shall be payable by wire transfer of immediately-available federal funds at Closing.

c. The Parties agree to deposit this executed Agreement in triplicate counterparts with Title. Title shall act as escrow agent with respect to the Earnest Money deposit. All costs of Title Company, if any, with respect to the escrow shall be borne equally by the parties. Buyer and Seller agree to the terms of the Escrow Agreement attached hereto upon Title's acceptance and execution thereof. The date this Agreement is approved in substance by the Buyer's Board of Commissioners shall be the "Effective Date". Title shall provide Buyer and Seller each with an executed copy of the Escrow Agreement upon receipt of the Earnest Money.

4. **Buyer's Inspection Period**

a. **Buyer's Inspection.** Buyer and its agents may, from the effective date to May 22, 2009, (the Inspection Period) enter the property to make such examinations, studies, inspections, and investigations of the property as Buyer deems advisable, upon the following conditions:

(i) Buyer shall give Seller at least one (1) business day's advanced notice each time it proposes to enter the property;

(ii) Buyer shall have obtained Seller's consent to each entry, which consent Seller may not unreasonably withhold;

(iii) Buyer may enter the property only on business days and during normal business hours;

(iv) Seller may require that each or any entrance be in the presence of a representative of Seller;

(v) Buyer shall promptly repair at Buyer's sole cost, all damage to the property caused by its entry onto and/or inspections of the property; and

(vi) Buyer shall not undertake any intrusive or destructive testing of the property, including without limitation, a Phase II environmental site assessment, without obtaining Seller's express prior written consent, which consent Seller may withhold in its sole and absolute discretion. Buyer shall promptly repair all damage caused by its inspections of the property.

b. **Indemnification.** Buyer shall indemnify, defend and hold Seller harmless from all claims resulting from any act or omission of Buyer, or any of Buyer's agents, consultants, contractors, or employees in connection with any entry on or investigation or examination of the property before closing, except that if this transaction does not close, Buyer shall not be responsible for any environmental remediation disclosed as a result of Buyer's inspection and Buyer's indemnification does not include any costs of remediation. The indemnification obligations of Buyer with respect to these matters shall survive the closing or the termination of this Agreement for any reason, and shall remain in full force and effect after the closing or a termination. Buyer's indemnity, defense, and hold harmless obligation under this section is the Inspection Indemnity.

c. **Contingency.** By giving written notice to Seller before May 22, 2009, the expiration of the Inspection Period, Buyer may, in Buyer's sole discretion, terminate this Agreement and receive back the earnest money if Buyer has found the property unsuitable for Buyer's purpose, in Buyer's sole discretion, and the parties to this Agreement shall have no further liability to each other, except for Buyer's Inspection Indemnity. If Buyer does not timely deliver a termination notice to Seller, then

(i) Buyer shall be deemed to have accepted the condition of the property;

(ii) Buyer's right to terminate this Agreement pursuant to this section shall be deemed waived; and

(iii) the Earnest Money shall no longer be refundable and shall be deemed fully earned by Seller in all events other than:

(a) Seller's default and failure to tender conveyance of the property under this Agreement, or

(b) termination of this Agreement by Buyer under the provisions of Section 6, 14, 25, or 26.

5. **Closing.** The purchase and sale of the Property pursuant to this Agreement and delivery of the Deed shall occur at the offices of Guaranty Commercial Title, 100 South 5th Street, Suite 490, Minneapolis, Minnesota 55402 (Title) or at another location mutually acceptable to Seller and Buyer on May 29, 2009, or an earlier date mutually agreeable to Buyer and Seller, time being of the essence (the "Date of Closing" or "Closing") at which time:

a. Seller shall:

(i) execute and deliver to Title, with copies to Buyer, and make arrangements to have Title record or file in the appropriate county land records, any documents necessary to establish the marketability of Seller's title to the Property;

(ii) execute and deliver to Title, with a copy to Buyer, the Deed;

(iii) execute and deliver to Buyer the Lease Assignment and the Parking License Assignment;

(iv) execute and deliver to Title a Minnesota Uniform Conveyancing Blank Affidavit of Seller evidencing the absence of bankruptcies, judgments, tax liens or marriage dissolution proceedings involving parties with the same or similar names as the Seller and evidencing the absence of mechanic's lien rights for work ordered by the Seller or any other parties except Buyer or Buyer's agents;

(v) execute and deliver to Buyer a non-foreign affidavit in recordable form containing the information required under Internal Revenue Code Section 1445(b)(2) and any regulations relating thereto;

(vi) execute and deliver to Title a Federal Tax Reporting Form 1099;
and

(vii) deliver to Buyer and Title such documents as Buyer or Title may reasonably require relating to the organization of Seller, the authority of Seller to convey the Property, and the individual authorized to execute documents on behalf of Seller.

(viii) Deliver to Buyer possession of the Property, subject to the Leases.

(ix) Bill of Sale and Assignment Agreement. A Warranty Bill of Sale and Assignment Agreement conveying the Personal Property to Buyer, free and clear of all encumbrances, and conveying Seller's interest in the Contracts, Permits, Warranties, Plans, and Records to Buyer with warranties, free and clear of all encumbrances, together with the written consent of any parties required to consent to such assignment.

(x) Mortgage Satisfaction.

(xi) Pay all costs of the Commitment and one-half of any reasonable or customary closing fee or charge imposed by Title.

b. Buyer shall:

(i) tender the balance of the Purchase Price to Seller in the manner provided above;

(ii) execute and deliver to Seller the Lease Assignment and the Parking License Assignment;

(iii) Pay one-half of any reasonable or customary closing fee or charge imposed by Title; the premium costs for the Owner's title policy which it desires, if any; state deed tax; recording fees, but not including the payment of principal, interest or prepayment premiums or penalties on any of Seller's mortgage indebtedness or any other monetary liens, including but not limited to any unpaid real estate taxes, assessments, penalties, and interest, or encumbrances against the Property ("Liens") which shall be paid by Title out of proceeds of this sale.

6. **Evidence of Title.**

a. **Title Commitment.** Seller will obtain at its expense a commitment for an Owner's Title Insurance Policy with respect to the Property ("Commitment") issued by Title and reasonably acceptable to Buyer ("Title"). The Commitment will be delivered to Buyer, with a copy to Seller.

b. **Survey.** Buyer may, at its sole cost and expense, update or obtain a survey of the Depot and surrounding areas ("Survey").

c. **Title Objections.** Within twenty (20) days after receiving the Commitment, Buyer shall make written objections to marketability of title based on matters shown therein ("Title Objections"). Buyer's failure to make Title Objections within such time shall constitute waiver of the right to make Title Objections to any matters shown in the Commitment; provided that Buyer shall not be required to object to Liens, which shall be satisfied by Seller at Closing. As to any Title Objection, Seller shall have the right, but not the obligation, to cure said Title Objection. If, by May 22, 2009, Seller has been unable or unwilling to cure all such Title Objections, then Buyer shall have the right either to terminate this Agreement without waiving any of its rights to take the Property under its powers of eminent domain, or to waive all such Title Objections and proceed to Closing and otherwise perform its obligations under this Agreement, in which case such Title Objections shall be listed as exceptions in the Deed.

d. **Survey Objections.** On or before the earlier of (i) ten (10) days after receiving the Survey, if any, or (ii) Twenty (20) days after the date of this Agreement, Buyer shall make written objections to marketability of title based on matters shown on

the Survey ("Survey Objections"). Buyer's failure to make Survey Objections within such time shall constitute waiver of the right to make Survey Objections. As to any Survey Objection, Seller shall have the right, but not the obligation, to cure said Survey Objection. If, by the Date of Closing, Seller has been unable or unwilling to cure all such Survey Objections, then Buyer shall have the right either to terminate this Agreement without waiving any of its rights to take the Property under its powers of eminent domain, or to waive all such Survey Objections and proceed to Closing and otherwise perform its obligations under this Agreement, in which case such Survey Objections shall be listed as exceptions in the Deed.

7. **Real Estate Taxes and Special Assessments.** Seller shall pay all real estate taxes and installments of special assessments payable with respect to the Property ("Taxes") in calendar year preceding the calendar year in which Closing occurs and prior years, and Buyer shall pay all Taxes payable in the calendar year following the calendar year in which Closing occurs and thereafter. Taxes payable in the year in which Closing occurs shall be prorated between Seller and Buyer based upon the number of days falling on or prior to, and after, the Date of Closing in such calendar year.

8. **Rents, Income and Expenses.** Seller shall be entitled to all rents and other revenues, and shall be responsible for all utility charges and other operating expenses, which accrue on or prior to the Date of Closing, and Buyer shall be entitled to all rents and other revenues, and shall be responsible for all utility charges and other operating expenses, which accrue after the Date of Closing. Tenant payments constituting reimbursements, or estimated reimbursements, for Taxes and operating expenses, shall be prorated at Closing based upon a paper reconciliation of reimbursement payment received compared to reimbursable expenses incurred by Seller; Seller to credit to Buyer any excess of reimbursement payments received over reimbursable expenses incurred, and Buyer to pay to Seller any excess of reimbursable expenses incurred over reimbursement payments received. Such paper reconciliation shall be performed on an estimated basis, and the parties agree to make any adjustments, by payments from Seller to Buyer or from Buyer to Seller, necessary by reason of information received after Closing promptly after such information is received.

9. **Seller's Representations.** Seller makes the following representations to Buyer:

a. The individual executing this Agreement on behalf of Seller has the legal authority to execute this Agreement on behalf of Seller and to bind Seller. Seller has the legal and entity authority to enter into this Agreement to sell the Property.

b. There are no unsatisfied judgments of record against Seller.

c. There are no state or federal tax liens filed against Seller.

d. To the best of Seller's actual knowledge, there are no unrecorded mortgages, contracts, acquisition agreements, options, leases, easements or other agreements or interests relating to the Property.

e. To the best of Seller's actual knowledge, there is no action, litigation, governmental investigation or administrative proceeding of any kind pending against

Seller or involving any portion of the Property, and no third party has threatened Seller with commencement of any such action, litigation, investigation or administrative proceeding.

f. Seller owns the Property, free of all encumbrances except the Permitted Encumbrances stated as exceptions in the Deed.

g. Seller owns the Personal Property, free and clear of all encumbrances.

h. Seller has received no notice of, nor is Seller aware of, any actual or threatened reduction or curtailment of any utility service now supplied to the Property.

i. Seller has not executed any other contracts for the sale or lease of the Property, and there are no existing rights of first refusal or options to purchase or lease the Property or any other rights of others that might prevent the consummation of this Agreement.

j. To the best of Seller's knowledge, Seller is not in default, concerning any of his legal obligations or liabilities regarding the Property.

k. Except as agreed to in writing by Buyer, as of the date hereof and on the Closing Date the improvements are and will be structurally sound, in good repair and condition, and all mechanical, electrical, heating, air conditioning, drainage, sewer, water, and plumbing systems are and will be in proper working order.

If, at any time prior to the Date of Closing, Seller acquires actual knowledge of events or circumstances which render the representations set forth in this Section inaccurate in any respect, Seller shall immediately notify Buyer in writing. The warranties set forth above survive the Closing of this transaction and Seller's delivery of the Deed to Buyer.

10. **Patriot Act Representation.** Seller and Buyer hereby represent to the other that as of the date hereof and as of the Date of Closing, the following statements are and shall be true, correct and complete without material misrepresentation or omission: (i) it is not a Prohibited Person (as defined below), (ii) it is in compliance with the Anti-Terrorism Laws (as defined below), (iii) it does not conduct any business or engage in any transaction or dealing with any Prohibited Person, or deal in, or otherwise engage in any transaction relating to, property blocked pursuant to Executive Order 13224 (as defined below), and (iv) it has established policies and procedures designed to prevent and detect money laundering, including processes to meet all applicable anti-money laundering requirements of the USA Patriot Act (as defined below). For purposes of the foregoing representations: (1) "Anti-Terrorism Laws" are any laws related to terrorism or money laundering, including Executive Order 13224 and the USA Patriot Act, and any regulations promulgated under either of them, (2) "Executive Order 13224" is defined as Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, (3) "Prohibited Person" is defined as (a) a person or entity subject to the provisions of Executive Order 13224; (b) a person or entity owned or controlled by, or acting for or on behalf of, an entity that is subject to the provisions of Executive 13224; (c) a person or entity with whom Buyer or Seller is prohibited from dealing by any of the Anti-Terrorism Laws; (d) a person or

entity that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order 13224; (e) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control; or (f) a person or entity who is affiliated with a person or entity described in clauses (a) through (e) immediately above, and (4) "USA Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56, as may be amended from time to time.

11. **Seller's Documents and Materials.** Within five (5) days after the Effective Date, to the extent in Seller's possession or control, and to the extent not already delivered to Buyer, Seller shall deliver to Buyer true and correct copies of all leases, "Contracts", "Permits", "Warranties", "Plans" and "Records", with any amendments thereto (collectively, with the Existing Environmental Reports, the "**Seller Deliveries**"), for Buyer's examination and analysis. "Contracts" means the service and maintenance contracts, equipment leases, and other contracts regarding the Real Property and the Personal Property. "Permits" means any approvals, permits and licenses benefiting the Real Property. "Warranties" means all warranties and guaranties given to, assigned to, or benefiting Seller or the Real Property or the Personal Property regarding the acquisition, construction, design, use, operation, management, or maintenance of the Real Property and/or the Personal Property. "Plans" means all originals and copies of all blueprints, surveys, plans and specifications regarding the Real Property and/or the Personal Property in the possession of or available to Seller. "Records" means all records and reports of Seller regarding the Real Property and/or the Personal Property, including all reports, site plans, surveys, tests and inspections regarding any part of the Property (such as, but not limited to, engineer's reports, environmental assessments, soil tests, and water tests), records regarding real estate taxes and assessments, insurance claims, insurance notices, maintenance, repairs, capital improvements, operating statements, financial statements, books, records, expense and revenue budgets, leasing, management, governmental notices and services, and common interest community (CIC) or condominium declarations bylaws, plats, or related documents.

Confidentiality. Buyer agrees that prior to Closing, the information provided to it in the Seller Deliveries shall be strictly confidential, except to the extent such information is public or otherwise available to third-parties. Buyer shall have the right to disclose all or any of such information to Buyer's legal counsel, and any professional counselors or consultants used to assist Buyer in this transaction.

12. **Buyer's Contingencies.** Buyer's obligations under this Agreement are contingent on:

a. Seller's timely performance of each of Seller's obligations under this Agreement;

b. The representations set forth in Sections 9 and 10 above and in the Rent Roll being true when made and remaining true in all material respects as of the Date of Closing; and

c. Title shall have been found acceptable by Buyer, or been made acceptable, and at closing a title insurance policy (the Title Policy) shall be issued by Title pursuant to the Title Commitment.

The contingencies described in this Section are conditions precedent to Buyer's obligation to perform its obligations under this Agreement. Buyer may, at any time, unilaterally waive one or more of these contingencies by written notice to Seller. By terminating this Agreement, Buyer does not, in any way, waive its right to acquire the Property by eminent domain, now or in the future.

13. Seller's Contingencies and Certain Covenants of Buyer and Seller Regarding Separation of the Property and the Lofts.

In addition, as further consideration for this Agreement, (i) Buyer agrees to pay all costs and expenses of relocation of Christos' kitchen ventilation equipment to a maximum of \$35,000.00, to remove the same from Unit 215 of the Lofts and to be entirely within Lot 18, St. Paul Union Depot; (ii) Seller agrees to vacate the boiler room coffee shop and (iii) Seller agrees to assign to Buyer at Closing the roof warranty for the work performed by QT Roofing & Remodeling, subject to Buyer paying any warranty transfer fee payable to the contractor.

14. **Remedies.** Time is of the essence of this Agreement. If Buyer defaults in performance of its obligations under this Agreement, Seller shall have the right to terminate this Agreement in the manner provided by Minn. Stat. Sec. 559.21 and to obtain the Earnest Money as liquidated damages. Such termination of this Agreement and receipt of the Earnest Money will be the only remedies available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. If Seller defaults in performance of its obligations under this Agreement, Buyer may seek specific performance of this Agreement or cancel this Agreement and receive a refund of the Earnest Money and accumulated interest from Title.

15. Special Provisions Relating to Eminent Domain and Relocation.

a. The Buyer is an "acquiring authority" within the meaning of Minn. Stat. § 117.50-117.56 and Buyer is acquiring the Property in lieu of eminent domain. Buyer may be required to provide certain relocation assistance, services, payments and benefits to Seller pursuant to Minn. Stat. § 117.52 and to any occupant of the Property.

b. Seller is aware of the types and amounts of relocation assistance, services, payments and benefits for which an owner may be eligible under state and federal law and based on such knowledge, Seller agrees that Seller is not eligible for and has no right to any relocation benefits in connection with this transaction. In the alternative, to the extent that Seller may be eligible for any such benefits, Seller agrees that it has been compensated for any such relocation payments or benefits by receiving the acquisition price. Notwithstanding the foregoing, in the event that Buyer at any time pursues its rights to acquire the Property or any portion thereof under its powers of eminent domain, Seller shall be entitled to such relocation assistance, services, payments and benefits for which an owner may be eligible under state and federal law.

16. **Time.** Time is of the essence for all provisions of this Agreement.

17. **Survival of Terms.** The Parties' covenants, representations, and warranties under this Agreement shall survive the Closing of the transaction as described herein.;

18. **Notices.** All notices provided for in this Agreement shall be in writing. The notice shall be effective as of the date two (2) business days after the Party sending such notice deposits the notice with the United States Postal Service with all necessary postage paid, for delivery to the other Party via certified mail, return receipt requested, at the address set forth in Section 1 above. If Party delivers a notice provided for in this Agreement in a different manner than described in the preceding sentence, notice shall be effective as of the date the other party actually receives the notice. The Party sending the notice shall also mail a copy of the notice to the other Party's attorney via first class United States mail at the addresses set forth below:

Attorney for Buyer:

David F. MacMillan
Ramsey County Attorney's Office
Suite 560
50 West Kellogg Blvd. St. Paul, MN 55102
Phone: 651-266-3121
Fax: 651-266-3032
Email: david.macmillan@co.ramsey.mn.us

Attorney for Seller:

Eric S. Anderson
Fredrikson & Byron, P.A.
200 South 6th Street, Suite 4000
Minneapolis, MN 55402
Phone: (612) 492-7030
Fax: (612) 492-7077
Email: eanderson@fredlaw.com

19. **Entire Agreement.** The Parties acknowledge that this Agreement represents the full and complete agreement of the Parties relating to the Property and all matters related to the purchase and sale of the Property. This Agreement supersedes and replaces any prior agreements, either oral or written, and any amendments or modifications to this Agreement must be in writing and executed by both Parties to be effective.

20. **Brokers.** Each party represents to the other that neither is or has been represented by a broker in this transaction and neither Buyer nor Seller shall pay or be responsible for any real estate brokerage commissions or fees in this transaction. Each Party shall indemnify the other against any and all claims for real estate brokerage commissions or fees in connection with this transaction made by a person claiming such commissions or fees based upon an agreement or contacts with the indemnifying Party.

21. **Governing Law.** This Agreement has been made under the laws of the State of Minnesota and such laws shall control its interpretation and enforcement.

22. **Delivery of Agreement not an Offer; Withdrawal of Offers.** Delivery of an unsigned copy of this Agreement shall not constitute an offer by either Party, and this Agreement shall be binding either of the Parties only upon execution by each Party and delivery of each Party's original, facsimile or other digital signature to the other Party. In the event either party delivers a signed copy of this Agreement to the other Party, the offer to sell or purchase constituted thereby may be withdrawn at any time upon delivery of notice as provided herein.

23. **Seller's Attorneys' Fees.** Whether or not the transactions contemplated by this Agreement close, Buyer agrees to pay all reasonable attorneys' fees incurred by Seller in connection with the preparation and negotiation of this Agreement and Seller's performance under this Agreement, not exceeding \$15,000.00. The provisions of this paragraph shall survive the Closing or earlier termination of this Agreement. Seller's attorney shall, at Buyer's request, provide Buyer with an itemized invoice of hours, costs, and fees, attributable to work on the transaction which is the subject of this Agreement.

24. **Operation Prior to Closing.** During the period from the date of Buyer's acceptance of this Agreement through the Closing Date (the "**Executory Period**"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent and reasonable business standards, including, but not limited to, maintaining adequate liability insurance and insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief. Seller shall bear the risk of loss or damage caused by any perils through the Executory Period. During the Executory Period, Seller shall execute no contracts, leases, lease amendments, or other agreements regarding the Property or any part thereof, nor shall Seller cause or permit title to the Property to be encumbered or impaired, without the prior written consent of Buyer, which consent may be withheld by Buyer in its sole discretion. Prior to the Closing Date, Seller shall remove from the Real Property all debris and personal property not included in this transaction.

25. **Damage.** If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire, other casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact, and, at Buyer's option (to be exercised by notice to Seller and Title Company within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event Title Company shall return the Earnest Money to Buyer in accordance with the provisions of the Escrow Agreement. Upon such return, neither Seller nor Buyer shall have any further rights or obligations under this Agreement. If Buyer does not elect to terminate this Agreement despite such damage, or if the Property is damaged but not substantially, Seller shall promptly and diligently commence to repair such damage or destruction and return the Property to its condition prior to such damage. If such damage shall be completely repaired, prior to the Closing Date, then there shall be no reduction in the Purchase Price, and Seller shall retain the proceeds of all insurance related to such damage. If such damage shall not be completely repaired prior to the Closing Date, but Seller is diligently proceeding to repair, then Seller shall complete the repair after the Closing Date and shall be entitled to receive the proceeds of all insurance related to such damage after repair is completed; however, Buyer shall have the right to delay the Closing Date until repair is completed. If Seller shall fail to diligently repair such damage, then Buyer has the right to require the Closing to occur, and the Purchase Price (and specifically the cash payable on the Closing Date) shall be reduced by the cost, as determined by competitive bids by qualified contractors, of such repair; or, at Buyer's option,

Seller shall assign to Buyer all right to receive the proceeds of all insurance related to such damage, and the Purchase Price shall be reduced by the amount of any applicable deductible, but otherwise shall remain the same. For purposes of this Section, the words "substantially damaged" mean damage that would cost (as so determined) Twenty-Five Thousand Dollars (\$25,000.00) or more to repair.

26. **Condemnation.** If, prior to the Closing Date, any governmental entity commences any eminent domain proceedings ("**Proceedings**") against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact, and at Buyer's option (to be exercised by notice to Seller and Title Company within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event Title Company shall return the Earnest Money to Buyer in accordance with the provisions of the Escrow Agreement. Upon such return, neither Seller nor Buyer shall have any further rights or obligations under this Agreement. If Buyer does not give such notice, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title, and interest in and to any award made or to be made in the Proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the Proceedings without Buyer's prior written consent.

27. **Review by Counsel.** Buyer and Seller acknowledge that they have been represented by counsel and that their respective counsel have reviewed and approved this Agreement, and the parties hereby agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

28. **General.** The section and paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between Seller and Buyer and supersedes any prior oral or written agreements between them regarding the Property. There are no verbal agreements that change this Agreement, and no amendment of any of its terms will be effective unless in writing and executed by both Seller and Buyer. This Agreement binds and benefits Seller and Buyer and their respective successors and assigns and has been made under, and will be interpreted and controlled by, the laws of the State of Minnesota. All Exhibits referred to in and attached to this Agreement are incorporated in and made a part of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same Agreement. At the request of either Buyer or Seller, the parties shall execute and deliver a recordable memorandum of this Agreement. This Agreement is for the benefit of Buyer and Seller only and is not for the benefit of any third-party. No third-party shall have the right to enforce any provisions of this Agreement.

(Signatures appear on following pages)

Dated: April _____, 2009

SELLER:

JAS APARTMENTS, INC.

By: _____

Its: _____

(Separate signature page to Real Estate Purchase and Sale Agreement relating to commercial units in the St. Paul Union Depot, Ramsey County, Minnesota.)

Dated: April _____, 2009

BUYER:

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

By: _____

Its: _____

(Separate signature page to Real Estate Purchase and Sale Agreement relating to commercial units in the St. Paul Union Depot, Ramsey County, Minnesota.)

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All within St. Paul Union Depot:

PID NUMBER	Lot NO.	LEVEL	DESCRIPTION
06.28.22.11.0053	Lot 1	Land	N 1/2 Blk
06.28.22.11.0054	Lot 2	Land	S 1/2 Blk under building
06.28.22.11.0055	Lot 3	Sub Bsmt	Boiler Rm
06.28.22.11.0056	Lot 4	Sub Bsmt	Pkg Garage
06.28.22.11.0057	Lot 6	Bsmt	Pkg Garage
06.28.22.11.0058	Lot 7	Bsmt	W. Room Bsmt
05.28.22.22.0053	Lot 8	Bsmt	E. Room Bsmt
06.28.22.11.0060	Lot 10	1	Great Hall
06.28.22.11.0061	Lot 11	1	Coffee Shop
06.28.22.11.0062	Lot 13	1	Christos
06.28.22.11.0064	Lot 15	2	Great Hall
05.28.22.22.0055	Lot 17	2	S Elevator
05.28.22.22.0056	Lot 18	2	Air Shaft
06.28.22.11.0066	Lot 19	3	Roof
06.28.22.11.0067	Lot 20	3	NW Elev
05.28.22.22.0057	Lot 22	3	NE Elev
05.28.22.22.0059	Lot 25	AIR	> 105'

EXHIBIT B

LIST OF LEASES

1. Lease to Christos Two, LLC.
2. Lease to Central Parking / Allright Parking.

EXHIBIT C

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASES

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES ("**Assignment**") is made and entered into effective as of the ____ day of _____, 2009, by and between JAS APARTMENTS, INC., a Minnesota corporation ("**Assignor**"), and RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision ("**Assignee**").

RECITALS:

- A. Assignor has or will simultaneously with the execution and delivery of this Assignment transfer to Assignee fee title to certain real property and improvements situate thereon ("**Property**") located in the City of St. Paul, County of Ramsey, State of Minnesota, as more particularly described in Exhibit A attached hereto.
- B. Assignor is the lessor under certain leases affecting the Property which are more particularly described in Schedule 1 attached hereto (collectively referred to as the "**Leases**").
- C. Assignor now desires to assign its interest in the Leases to Assignee and Assignee desires to accept such assignment upon the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Leases and Assignee hereby accepts the foregoing assignment and assumes the obligations of Assignor under the Leases arising from and after the date hereof.
- 2. Assignor covenants and agrees to indemnify, defend, and hold harmless Assignee from and against any actions, suits, proceedings or claims, and all costs and expenses (including without limitation reasonable attorneys' fees and costs) incurred in connection therewith, based upon or arising out of any breach or alleged breach of any of the Leases by Assignor occurring or alleged to have occurred before the date of this Assignment.
- 3. Assignee covenants and agrees to indemnify, defend, and hold harmless Assignor from and against any actions, suites, proceedings or claims, and all costs and expenses (including without limitation reasonable attorneys' fees and costs) incurred in connection therewith, based upon or arising out of any breach or alleged breach of any of the Leases by Assignee or arising in

connection with the Leases occurring or alleged to have occurred from and after the date of this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered effective as of the date first above written.

ASSIGNOR:

JAS APARTMENTS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

**RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY**

By: _____
Name: _____
Title: _____

And: _____
Name: _____
Title: _____

EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION OF LEASES

DESCRIPTION OF PROPERTY

SCHEDULE 1
TO
ASSIGNMENT AND ASSUMPTION OF LEASES
LIST OF LEASES

EXHIBIT D

LIST OF PARKING LICENSES

6 parking licenses to Residential Owners.

5 parking licenses to the owners of Lots 16 and 21, St. Paul Union Depot.

EXHIBIT E

FORM OF ASSIGNMENT AND ASSUMPTION OF PARKING LICENSES

ASSIGNMENT AND ASSUMPTION OF PARKING LICENSES

THIS ASSIGNMENT AND ASSUMPTION OF PARKING LICENSES ("**Assignment**") is made and entered into effective as of the ____ day of _____, 2009, by and between JAS APARTMENTS, INC., a Minnesota corporation ("**Assignor**"), and RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota political subdivision ("**Assignee**").

RECITALS:

- A. Assignor has or will simultaneously with the execution and delivery of this Assignment transfer to Assignee fee title to certain real property and improvements situate thereon ("**Property**") located in the City of St. Paul, County of Ramsey, State of Minnesota, as more particularly described in Exhibit A attached hereto.
- B. Assignor is the lessor under certain parking licenses affecting the Property which are more particularly described in Schedule 1 attached hereto (collectively referred to as the "**Parking Licenses**").
- C. Assignor now desires to assign its interest in the Parking Licenses to Assignee and Assignee desires to accept such assignment upon the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Parking Licenses and Assignee hereby accepts the foregoing assignment and assumes the obligations of Assignor under the Parking Licenses arising from and after the date hereof.
- 2. Assignor covenants and agrees to indemnify, defend, and hold harmless Assignee from and against any actions, suits, proceedings or claims, and all costs and expenses (including without limitation reasonable attorneys' fees and costs) incurred in connection therewith, based upon or arising out of any breach or alleged breach of any of the Parking Licenses by Assignor occurring or alleged to have occurred before the date of this Assignment.
- 3. Assignee covenants and agrees to indemnify, defend, and hold harmless Assignor from and against any actions, suites, proceedings or claims, and all costs and expenses (including without limitation reasonable attorneys' fees and costs) incurred in connection therewith, based upon or arising out of any breach or alleged breach of any of the Parking Licenses by Assignee or arising in connection with the Parking Licenses occurring or alleged to have occurred from and after the date of this Assignment.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered effective as of the date first above written.

ASSIGNOR:

JAS APARTMENTS, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

**RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY**

By: _____
Name: _____
Title: _____

And: _____
Name: _____
Title: _____

EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION OF PARKING LICENSES

DESCRIPTION OF PROPERTY

SCHEDULE 1
TO
ASSIGNMENT AND ASSUMPTION OF PARKING LICENSES

LIST OF PARKING LICENSES

EXHIBIT F

ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY AND ESCROW AGREEMENT

1. The undersigned, designated as the **"Title Company"** by the parties to that certain Purchase and Sale Agreement to which this Escrow Agreement is attached (**"Purchase Agreement"**), acknowledges receipt from the "Buyer" under the Purchase Agreement of \$50,000.00 as **"Earnest Money"** under the Purchase Agreement. The **"Effective Date"** under the Purchase Agreement is _____, 2009. Except as otherwise defined in this Escrow Agreement, all capitalized terms herein shall have the meaning given to them in the Purchase Agreement.

2. Title Company hereby agrees to act as escrow agent and to hold the Earnest Money pursuant to the provisions of the Purchase Agreement, subject to the conditions set forth below.

3. Upon receipt of an appropriate Internal Revenue Service Form W-9, all of said Earnest Money shall be held in an FDIC insured interest bearing account with interest accruing to the benefit of Buyer, unless Seller receives the earnest money as a result of the cancellation of the Purchase Agreement, in which event the interest shall also be disbursed to Seller.

4. Upon notification by both parties in writing that the transaction has closed or if Title Company is facilitating the Closing of the Purchase Agreement, Title Company will pay said Earnest Money and interest accrued thereon (the **"Deposit"**) to Seller at the Closing.

5. The Purchase Agreement contemplates circumstances in which Buyer shall have the unilateral right to terminate the Purchase Agreement, including, but not limited to, on or before the end of the Contingency Date, by delivery of written notice to Seller and Title Company (the **"Termination Notice"**). Upon Title Company's receipt of the Termination Notice (provided Title Company receives such Termination Notice on or before the end of the Contingency Date) Title Company shall immediately and simultaneously: (x) deliver a copy of the Termination Notice to Seller, in the manner provided in the Notice Section of the Purchase Agreement, and (y) disburse the full Deposit to Buyer.

6. If Buyer defaults under its Purchase Agreement obligations and Seller desires to obtain the Earnest Money from Title Company pursuant to the terms of the Purchase Agreement, Seller shall first be required to present to Title Company Seller's affidavit of such default (the **"Default Affidavit"**), executed under penalty of perjury by an authorized representative of Seller, certifying to Buyer and Title Company that: (a) Buyer is in default under the Purchase Agreement and did not cure such default within an applicable time period set forth in the Purchase Agreement, and (b) the Purchase Agreement has been cancelled pursuant to Minn. Stat. Section 559.21, and therefore, Seller is entitled to the Deposit. Upon receipt of the Default Affidavit from Seller, Title Company shall (i) deliver a copy of the Default Affidavit to Buyer in the manner as provided in the notice section of the Purchase Agreement and (ii) if within five (5) business days after the date on which the Default Affidavit is deemed given to Buyer (pursuant to the notice section of the Purchase Agreement), Title Company has not received from Buyer a

notice ("**Objection Notice**") objecting to Title Company's compliance with the Default Affidavit, Title Company shall deliver the Deposit to Seller.

7. If after the Contingency Date has expired Seller defaults on any of its obligations under the Purchase Agreement and Buyer desires the return of the Earnest Money from Title Company pursuant to the terms of the Purchase Agreement, Buyer shall first be required to present to Title Company its own Default Affidavit, executed under penalty of perjury by an authorized representative of Buyer, certifying to Seller and Title Company that Seller is in default under the Purchase Agreement and did not cure such default within any applicable time period set forth in the Purchase Agreement, and therefore, Buyer is entitled to the return of the Deposit. Upon receipt of such Default Affidavit from Buyer, Title Company shall (i) deliver a copy of such Default Affidavit to Seller in the manner required pursuant to the notice section of the Purchase Agreement, and (ii) if within five (5) business days after the date on which the Default Affidavit is deemed given to Seller (pursuant to the notice section of the Purchase Agreement), Title Company has not received from Seller an Objection Notice, objecting to Title Company's compliance with such Default Affidavit, Title Company shall deliver the Deposit to Buyer.

8. If Title Company receives an Objection Notice from either Seller or Buyer within the time period set forth above, then Title Company shall refuse to comply with the Default Affidavit then in question ("**Objectionable Default Affidavit**") until Title Company receives either (a) joint written instructions executed by both Buyer and Seller, or (b) a final non-appealable order with respect to the disposition of the Deposit from a federal or state court of competent jurisdiction ("**Court Order**"), in either of which events Title Company shall then disburse the Deposit in accordance with such written instructions or such Court Order, as applicable. Notwithstanding the immediately preceding sentence, if the party that delivers the Objection Notice does not both (i) commence litigation with respect to the Deposit by filing a complaint or action for a declaratory judgment in an appropriate court of competent jurisdiction ("**Litigation**"), and (ii) provide notice and a file-stamped copy of such complaint or, action for declaratory judgment to Title Company and the other party to this Escrow Agreement within thirty (30) days after delivery of the then-applicable Objection Notice, then Title Company shall disburse the Deposit in accordance with the Objectionable Default Affidavit.

9. The sole duties of Title Company shall be those described herein. Title Company shall be under no obligation to determine whether the parties to the Purchase Agreement are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Title Company may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on Title Company's part. Title Company may consult the advice of counsel with respect to any issue concerning the interpretation of its duties hereunder. Buyer and Seller hereby acknowledge such fact and indemnify and hold harmless Title Company from any action taken by it in good faith in reliance thereon. Title Company shall have no duty of liability to verify any such notice, consent, order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. Title Company shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement. If any dispute arises with respect to the disbursement of any monies, Title Company may continue to hold the same or commence an

action in interpleader and in connection therewith remit the same to a court of competent jurisdiction pending resolution of such dispute, and the parties hereto hereby indemnify and hold harmless Title Company for any action taken by it in good faith in the execution of its duties hereunder.

10. In the event of litigation between the parties with respect to this Escrow Agreement, the performance of their respective obligations, or the effect of a termination under the Purchase Agreement or this Escrow Agreement, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, court costs and reasonable fees of counsel selected by the prevailing party. Notwithstanding any provision of the Purchase agreement or this Escrow Agreement to the contrary, the obligations of the parties under this Section shall survive a termination of either or both of the Purchase Agreement and this Escrow Agreement.

Guaranty Commercial Title hereby acknowledges receipt of the foregoing escrow deposit and agrees to hold the same as above specified.

Dated this ____ day of _____, 2009.

TITLE COMPANY:
GUARANTY COMMERCIAL TITLE

Address:
100 South 5th Street
Suite 490
Minneapolis, MN 55402

By: _____
Its: _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

Dated as of April __, 2009

1. **Parties and Recitals.** The parties to this Real Estate Purchase and Sale Agreement ("Agreement") are:

a. (i) Fit Depot LLC, a Minnesota Limited Liability Company whose address is 214 4th Street East, # 114, St. Paul, Minnesota 55101("Seller");

(ii) Ramsey County Regional Railroad Authority, whose address is 660 Government Center West, 50 West Kellogg Boulevard, Saint Paul, Minnesota 55102-1657, Attention: Jolly Mangine, Phone (651) 266-2261; Fax (651) 266-2264; email: jolly.mangine@co.ramsey.mn.us ("Buyer"); and

(iii) This Agreement sometimes refers to Seller or Buyer, as a "Party" or to Seller and Buyer, collectively, as the "Parties".

b. The term "Property" as used in this Agreement, means the fee simple title to the Property legally described in Exhibit A which is attached hereto and made a part hereof and located in the City of St. Paul, County of Ramsey, Minnesota, together with (i) all , parking facilities, fixtures and improvements constructed or located on the Property, and (ii) all easements, air rights, and other rights benefiting or appurtenant to the Property, and (iii) Seller's interest in all neighboring or contiguous alleys, streets, roads, and utilities servicing, pertaining, or relating to the Property constituting a portion of the St. Paul Union Depot Head House (the "Depot").

c. All of Seller's right, title, and interest in the Personal Property described or identified in the attached Exhibit B, attached hereto and made a part hereof.

d. Good and marketable title to the Property will be granted by Seller to Buyer pursuant to the terms of a Minnesota Uniform Conveyancing Blank limited warranty deed ("Deed").

e. Buyer is a public entity that has the power of eminent domain.

2. **Purchase and Sale.** Seller agrees to sell and Buyer agrees to purchase the Property pursuant to the terms and conditions as set forth herein.

3. **Purchase Price; Payment.** The purchase price ("Purchase Price") for the Property shall be Four Hundred Thousand Dollars (\$400,000.00) and shall be payable as follows:

a. \$25,000.00 earnest money (the "Earnest Money"), to be deposited by Buyer with Title, as defined below, within three (3) business days after the date of this Agreement. The Earnest Money shall be deposited by Title into a segregated interest-

bearing account and all interest accrued thereon, less the reasonable charges of Title for setting up the interest-bearing account, shall be added to the Earnest Money and constitute a part thereof. The Earnest Money shall be applied to the Purchase Price at Closing, as defined below, or otherwise disbursed in accordance with the provisions of this Agreement.

b. The balance of the Purchase Price, net of adjustments and prorations provided for in this Agreement, shall be payable by wire transfer of immediately-available federal funds at Closing.

c. The Parties agree to deposit this executed Agreement in triplicate counterparts with Title. Title shall act as escrow agent with respect to the Earnest Money deposit. All costs of Title Company, if any, with respect to the escrow shall be borne equally by the parties. Buyer and Seller agree to the terms of the Escrow Agreement attached hereto upon Title's acceptance and execution thereof. The date this Agreement is approved in substance by the Buyer's Board of Commissioners shall be the "Effective Date". Title shall provide Buyer and Seller each with an executed copy of the Escrow Agreement attached hereto as Exhibit C upon receipt of the Earnest Money.

4. **Buyer's Inspection Period**

a. Buyer's **Inspection**. Buyer and its agents may, from the Effective Date to May 22, 2009, (the Inspection Period) enter the property to make such examinations, studies, inspections, and investigations of the property as Buyer deems advisable, upon the following conditions:

- (i) Buyer shall give Seller at least one (1) business day's advanced notice each time it proposes to enter the property;
- (ii) Buyer shall have obtained Seller's consent to each entry, which consent Seller may not unreasonably withhold;
- (iii) Buyer may enter the property only on business days and during normal business hours;
- (iv) Seller may require that each or any entrance be in the presence of a representative of Seller;
- (v) Buyer shall promptly repair at Buyer's sole cost, all damage to the property caused by its entry onto and/or inspections of the property; and
- (vi) Buyer shall not undertake any intrusive or destructive testing of the property, including without limitation, a Phase II environmental site assessment, without obtaining Seller's express prior written consent, which consent Seller may withhold in its sole and absolute discretion. Buyer shall promptly repair all damage caused by its inspections of the property.

b. **Indemnification.** Buyer shall indemnify, defend and hold Seller harmless from all claims resulting from any act or omission of Buyer, or any of Buyer's agents, consultants, contractors, or employees in connection with any entry on or investigation or examination of the property before closing, except that if this transaction does not close, Buyer shall not be responsible for any environmental remediation disclosed as a result of Buyer's inspection and Buyer's indemnification does not include any costs of remediation. The indemnification obligations of Buyer with respect to these matters shall survive the closing or the termination of this Agreement for any reason, and shall remain in full force and effect after the closing or a termination. Buyer's indemnity, defense, and hold harmless obligation under this section is the Inspection Indemnity.

c. **Contingency.** By giving written notice to Seller before May 22, 2009, the expiration of the Inspection Period, Buyer may, in Buyer's sole discretion, terminate this Agreement and receive back the earnest money if Buyer has found the property unsuitable for Buyer's purpose, in Buyer's sole discretion, and the parties to this Agreement shall have no further liability to each other, except for Buyer's Inspection Indemnity. If Buyer does not timely deliver a termination notice to Seller, then

- (i) Buyer shall be deemed to have accepted the condition of the property;
- (ii) Buyer's right to terminate this Agreement pursuant to this section shall be deemed waived; and
- (iii) the Earnest Money shall no longer be re refundable and shall be deemed fully earned by Seller in all events other than:
 - (a) Seller's default and failure to tender conveyance of the property under this Agreement, or
 - (b) termination of this Agreement by Buyer under the provisions of Section 6, 14, 25, or 26.

5. **Closing.** The purchase and sale of the Property pursuant to this Agreement and delivery of the Deed shall occur at the offices of a Title company to be selected by Buyer (Title) or at another location mutually acceptable to Seller and Buyer on May 29, 2009, or an earlier date mutually agreeable to Buyer and Seller, time being of the essence (the "Date of Closing" or "Closing") at which time:

- a. Seller shall:
 - (i) execute and deliver to Title, with copies to Buyer, and make arrangements to have Title record or file in the appropriate county land records, any documents necessary to establish the marketability of Seller's title to the Property;
 - (ii) execute and deliver to Title, with a copy to Buyer, the Deed;

(iii) execute and deliver to Title a Minnesota Uniform Conveyancing Blank Affidavit of Seller evidencing the absence of bankruptcies, judgments, tax liens or marriage dissolution proceedings involving parties with the same or similar names as the Seller and evidencing the absence of mechanic's lien rights for work ordered by the Seller or any other parties except Buyer or Buyer's agents;

(iv) execute and deliver to Buyer a non-foreign affidavit in recordable form containing the information required under Internal Revenue Code Section 1445(b)(2) and any regulations relating thereto;

(v) execute and deliver to Title a Federal Tax Reporting Form 1099;
and

(vi) deliver to Buyer and Title such documents as Buyer or Title may reasonably require relating to the organization of Seller, the authority of Seller to convey the Property, and the individual authorized to execute documents on behalf of Seller.

(vii) Deliver to Buyer possession of the Property.

(ix) Bill of Sale and Assignment Agreement. A Warranty Bill of Sale and Assignment Agreement conveying the Personal Property to Buyer, free and clear of all encumbrances, and conveying Seller's interest in the Contracts, Permits, Warranties, Plans, and Records to Buyer with warranties, free and clear of all encumbrances, together with the written consent of any parties required to consent to such assignment.

(x) Mortgage Satisfaction, if any.

(xi) Pay all costs of the Commitment and one-half of any reasonable or customary closing fee or charge imposed by Title.

b. Buyer shall:

(i) tender the balance of the Purchase Price to Seller in the manner provided above;

(ii) Pay one-half of any reasonable or customary closing fee or charge imposed by Title; the premium costs for the Owner's title policy which it desires, if any; state deed tax; recording fees, but not including the payment of principal, interest or prepayment premiums or penalties on any of Seller's mortgage indebtedness or any other monetary liens, including but not limited to any unpaid real estate taxes, assessments, penalties, and interest, or encumbrances against the Property ("Liens") which shall be paid by Title out of proceeds of this sale.

6. **Evidence of Title.**

a. **Title Commitment.** Seller will obtain at its expense a commitment for an Owner's Title Insurance Policy with respect to the Property ("Commitment") issued by Title and reasonably acceptable to Buyer ("Title"). The Commitment will be delivered to Buyer, with a copy to Seller.

b. **Survey.** Buyer may, at its sole cost and expense, update or obtain a survey of the Depot and surrounding areas ("Survey").

c. **Title Objections.** Within twenty (20) days after receiving the Commitment, Buyer shall make written objections to marketability of title based on matters shown therein ("Title Objections"). Buyer's failure to make Title Objections within such time shall constitute waiver of the right to make Title Objections to any matters shown in the Commitment; provided that Buyer shall not be required to object to Liens, which shall be satisfied by Seller at Closing. As to any Title Objection, Seller shall have the right, but not the obligation, to cure said Title Objection. If, by May 22, 2009, Seller has been unable or unwilling to cure all such Title Objections, then Buyer shall have the right either to terminate this Agreement without waiving any of its rights to take the Property under its powers of eminent domain, or to waive all such Title Objections and proceed to Closing and otherwise perform its obligations under this Agreement, in which case such Title Objections shall be listed as exceptions in the Deed.

d. **Survey Objections.** On or before the earlier of (i) ten (10) days after receiving the Survey, if any, or (ii) Twenty (20) days after the date of this Agreement, Buyer shall make written objections to marketability of title based on matters shown on the Survey ("Survey Objections"). Buyer's failure to make Survey Objections within such time shall constitute waiver of the right to make Survey Objections. As to any Survey Objection, Seller shall have the right, but not the obligation, to cure said Survey Objection. If, by the Date of Closing, Seller has been unable or unwilling to cure all such Survey Objections, then Buyer shall have the right either to terminate this Agreement without waiving any of its rights to take the Property under its powers of eminent domain, or to waive all such Survey Objections and proceed to Closing and otherwise perform its obligations under this Agreement, in which case such Survey Objections shall be listed as exceptions in the Deed.

7. **Real Estate Taxes and Special Assessments.** Seller shall pay all real estate taxes and installments of special assessments payable with respect to the Property ("Taxes") in the calendar year preceding the calendar year in which Closing occurs and prior years, and Buyer shall pay all Taxes payable in the calendar year following the calendar year in which Closing occurs and thereafter. Taxes payable in the year in which Closing occurs shall be prorated between Seller and Buyer based upon the number of days falling on or prior to, and after, the Date of Closing in such calendar year.

8. **Rents, Income and Expenses.** Seller shall be responsible for all utility charges and other operating expenses, which accrue on or prior to the Date of Closing, and Buyer shall

be responsible for all utility charges and other operating expenses which accrue after the Date of Closing.

9. **Seller's Representations.** Seller makes the following representations to Buyer:

a. The individual executing this Agreement on behalf of Seller has the legal authority to execute this Agreement on behalf of Seller and to bind Seller. Seller has the legal and entity authority to enter into this Agreement to sell the Property.

b. There are no unsatisfied judgments of record against Seller.

c. There are no state or federal tax liens filed against Seller.

d. To the best of Seller's actual knowledge, there are no unrecorded mortgages, contracts, acquisition agreements, options, leases, easements or other agreements or interests relating to the Property.

e. To the best of Seller's actual knowledge, there is no action, litigation, governmental investigation or administrative proceeding of any kind pending against Seller or involving any portion of the Property, and no third party has threatened Seller with commencement of any such action, litigation, investigation or administrative proceeding.

f. Seller owns the Property, free of all encumbrances except the Permitted Encumbrances stated as exceptions in the Deed.

g. Seller owns the Personal Property, free and clear of all encumbrances.

h. Seller has received no notice of, nor is Seller aware of, any actual or threatened reduction or curtailment of any utility service now supplied to the Property.

i. Seller has not executed any other contracts for the sale or lease of the Property, and there are no existing rights of first refusal or options to purchase or lease the Property or any other rights of others that might prevent the consummation of this Agreement.

j. To the best of Seller's knowledge, Seller is not in default, concerning any of his legal obligations or liabilities regarding the Property.

k. Except as agreed to in writing by Buyer, as of the date hereof and on the Closing Date the improvements are and will be structurally sound, in good repair and condition, and all mechanical, electrical, heating, air conditioning, drainage, sewer, water, and plumbing systems are and will be in proper working order.

If, at any time prior to the Date of Closing, Seller acquires actual knowledge of events or circumstances which render the representations set forth in this Section inaccurate in any respect,

Seller shall immediately notify Buyer in writing. The warranties set forth above survive the Closing of this transaction and Seller's delivery of the Deed to Buyer.

10. **Patriot Act Representation.** Seller and Buyer hereby represent to the other that as of the date hereof and as of the Date of Closing, the following statements are and shall be true, correct and complete without material misrepresentation or omission: (i) it is not a Prohibited Person (as defined below), (ii) it is in compliance with the Anti-Terrorism Laws (as defined below), (iii) it does not conduct any business or engage in any transaction or dealing with any Prohibited Person, or deal in, or otherwise engage in any transaction relating to, property blocked pursuant to Executive Order 13224 (as defined below), and (iv) it has established policies and procedures designed to prevent and detect money laundering, including processes to meet all applicable anti-money laundering requirements of the USA Patriot Act (as defined below). For purposes of the foregoing representations: (1) "Anti-Terrorism Laws" are any laws related to terrorism or money laundering, including Executive Order 13224 and the USA Patriot Act, and any regulations promulgated under either of them, (2) "Executive Order 13224" is defined as Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, (3) "Prohibited Person" is defined as (a) a person or entity subject to the provisions of Executive Order 13224; (b) a person or entity owned or controlled by, or acting for or on behalf of, an entity that is subject to the provisions of Executive 13224; (c) a person or entity with whom Buyer or Seller is prohibited from dealing by any of the Anti-Terrorism Laws; (d) a person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order 13224; (e) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control; or (f) a person or entity who is affiliated with a person or entity described in clauses (a) through (e) immediately above, and (4) "USA Patriot Act" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56, as may be amended from time to time.

11. **Seller's Documents and Materials.** Within five (5) days after the Effective Date, to the extent in Seller's possession or control, and to the extent not already delivered to Buyer, Seller shall deliver to Buyer true and correct copies of all leases, "Contracts", "Permits", "Warranties", "Plans" and "Records", with any amendments thereto (collectively, with the Existing Environmental Reports, the "**Seller Deliveries**"), for Buyer's examination and analysis. "Contracts" means the service and maintenance contracts, equipment leases, and other contracts regarding the Real Property and the Personal Property. "Permits" means any approvals, permits and licenses benefiting the Real Property. "Warranties" means all warranties and guaranties given to, assigned to, or benefiting Seller or the Real Property or the Personal Property regarding the acquisition, construction, design, use, operation, management, or maintenance of the Real Property and/or the Personal Property. "Plans" means all originals and copies of all blueprints, surveys, plans and specifications regarding the Real Property and/or the Personal Property in the possession of or available to Seller. "Records" means all records and reports of Seller regarding the Real Property and/or the Personal Property, including all reports, site plans, surveys, tests and inspections regarding any part of the Property (such as, but not limited to, engineer's reports, environmental assessments, soil tests, and water tests), records regarding real estate taxes and assessments, insurance claims, insurance notices, maintenance, repairs, capital improvements, operating statements, financial statements, books, records, expense and revenue budgets, leasing,

management, governmental notices and services, and common interest community (CIC) or condominium declarations bylaws, plats, or related documents.

Confidentiality. Buyer agrees that prior to Closing, the information provided to it in the Seller Deliveries shall be strictly confidential, except to the extent such information is public or otherwise available to third-parties. Buyer shall have the right to disclose all or any of such information to Buyer's legal counsel, and any professional counselors or consultants used to assist Buyer in this transaction.

12. **Buyer's Contingencies.** Buyer's obligations under this Agreement are contingent on:

- a. Seller's timely performance of each of Seller's obligations under this Agreement;
- b. The representations set forth in Sections 9 and 10 above and in the Rent Roll being true when made and remaining true in all material respects as of the Date of Closing; and
- c. Title shall have been found acceptable by Buyer, or been made acceptable, and at closing a title insurance policy (the Title Policy) shall be issued by Title pursuant to the Title Commitment.

The contingencies described in this Section are conditions precedent to Buyer's obligation to perform its obligations under this Agreement. Buyer may, at any time, unilaterally waive one or more of these contingencies by written notice to Seller. By terminating this Agreement, Buyer does not, in any way, waive its right to acquire the Property by eminent domain, now or in the future.

13. **Remedies.** Time is of the essence of this Agreement. If Buyer defaults in performance of its obligations under this Agreement, Seller shall have the right to terminate this Agreement in the manner provided by Minn. Stat. Sec. 559.21 and to obtain the Earnest Money as liquidated damages. Such termination of this Agreement and receipt of the Earnest Money will be the only remedies available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. If Seller defaults in performance of its obligations under this Agreement, Buyer may seek specific performance of this Agreement or cancel this Agreement and receive a refund of the Earnest Money and accumulated interest from Title.

14. **Special Provisions Relating to Eminent Domain and Relocation.**

- a. The Buyer is an "acquiring authority" within the meaning of Minn. Stat. § 117.50-117.56 and Buyer is acquiring the Property in lieu of eminent domain. Buyer may be required to provide certain relocation assistance, services, payments and benefits to Seller pursuant to Minn. Stat. § 117.52 and to any occupant of the Property.
- b. Seller is aware of the types and amounts of relocation assistance, services, payments and benefits for which an owner may be eligible under state and federal law and based on such knowledge, Seller agrees that Seller is not eligible for and has no right

to any relocation benefits in connection with this transaction. In the alternative, to the extent that Seller may be eligible for any such benefits, Seller agrees that it has been compensated for any such relocation payments or benefits by receiving the acquisition price. Notwithstanding the foregoing, in the event that Buyer at any time pursues its rights to acquire the Property or any portion thereof under its powers of eminent domain, Seller shall be entitled to such relocation assistance, services, payments and benefits for which an owner may be eligible under state and federal law.

15. **Time.** Time is of the essence for all provisions of this Agreement.

16. **Survival of Terms.** The Parties' covenants, representations, and warranties under this Agreement shall survive the Closing of the transaction as described herein.;

17. **Notices.** All notices provided for in this Agreement shall be in writing. The notice shall be effective as of the date two (2) business days after the Party sending such notice deposits the notice with the United States Postal Service with all necessary postage paid, for delivery to the other Party via certified mail, return receipt requested, at the address set forth in Section 1 above. If Party delivers a notice provided for in this Agreement in a different manner than described in the preceding sentence, notice shall be effective as of the date the other party actually receives the notice. The Party sending the notice shall also mail a copy of the notice to the other Party's attorney via first class United States mail at the addresses set forth below:

Attorney for Buyer:

David F. MacMillan
Ramsey County Attorney's Office
Suite 560
50 West Kellogg Blvd. St. Paul, MN 55102
Phone: 651-266-3121
Fax: 651-266-3032
Email: david.macmillan@co.ramsey.mn.us

Attorney for Seller:

18. **Entire Agreement.** The Parties acknowledge that this Agreement represents the full and complete agreement of the Parties relating to the Property and all matters related to the purchase and sale of the Property. This Agreement supersedes and replaces any prior agreements, either oral or written, and any amendments or modifications to this Agreement must be in writing and executed by both Parties to be effective.

19. **Brokers.** Each party represents to the other that neither is or has been represented by a broker in this transaction and neither Buyer nor Seller shall pay or be responsible for any real estate brokerage commissions or fees in this transaction. Each Party shall indemnify the other against any and all claims for real estate brokerage commissions or fees in connection with this transaction made by a person claiming such commissions or fees based upon an agreement or contacts with the indemnifying Party.

20. **Governing Law.** This Agreement has been made under the laws of the State of Minnesota and such laws shall control its interpretation and enforcement.

21. **Delivery of Agreement not an Offer; Withdrawal of Offers.** Delivery of an unsigned copy of this Agreement shall not constitute an offer by either Party, and this Agreement shall be binding either of the Parties only upon execution by each Party and delivery of each Party's original, facsimile or other digital signature to the other Party. In the event either party delivers a signed copy of this Agreement to the other Party, the offer to sell or purchase constituted thereby may be withdrawn at any time upon delivery of notice as provided herein.

22. **Operation Prior to Closing.** During the period from the date of Buyer's acceptance of this Agreement through the Closing Date (the "**Executory Period**"), Seller shall operate and maintain the Property in the ordinary course of business in accordance with prudent and reasonable business standards, including, but not limited to, maintaining adequate liability insurance and insurance against loss by fire, windstorm and other hazards, casualties and contingencies, including vandalism and malicious mischief. Seller shall bear the risk of loss or damage caused by any perils through the Executory Period. During the Executory Period, Seller shall execute no contracts, leases, lease amendments, or other agreements regarding the Property or any part thereof, nor shall Seller cause or permit title to the Property to be encumbered or impaired, without the prior written consent of Buyer, which consent may be withheld by Buyer in its sole discretion. Prior to the Closing Date, Seller shall remove from the Real Property all debris and personal property not included in this transaction.

23. **Damage.** If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire, other casualty, the elements or any other cause, Seller shall immediately give notice to Buyer of such fact, and, at Buyer's option (to be exercised by notice to Seller and Title Company within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event Title Company shall return the Earnest Money to Buyer in accordance with the provisions of the Escrow Agreement. Upon such return, neither Seller nor Buyer shall have any further rights or obligations under this Agreement. If Buyer does not elect to terminate this Agreement despite such damage, or if the Property is damaged but not substantially, Seller shall promptly and diligently commence to repair such damage or destruction and return the Property to its condition prior to such damage. If such damage shall be completely repaired, prior to the Closing Date, then there shall be no reduction in the Purchase Price, and Seller shall retain the proceeds of all insurance related to such damage. If such damage shall not be completely repaired prior to the Closing Date, but Seller is diligently proceeding to repair, then Seller shall complete the repair after the Closing Date and shall be entitled to receive the proceeds of all insurance related to such damage after repair is completed; however, Buyer shall have the right to delay the Closing Date until repair is completed. If Seller shall fail to diligently repair such damage, then Buyer has the right to require the Closing to occur, and the Purchase Price (and specifically the cash payable on the Closing Date) shall be reduced by the cost, as determined by competitive bids by qualified contractors, of such repair; or, at Buyer's option, Seller shall assign to Buyer all right to receive the proceeds of all insurance related to such damage, and the Purchase Price shall be reduced by the amount of any applicable deductible, but otherwise shall remain the same. For purposes of this Section, the words "substantially damaged" mean damage that would cost (as so determined) Twenty-Five Thousand Dollars (\$25,000.00) or more to repair.

24. **Condemnation.** If, prior to the Closing Date, any governmental entity commences any eminent domain proceedings ("**Proceedings**") against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact, and at Buyer's option (to be exercised by notice to Seller and Title Company within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event Title Company shall return the Earnest Money to Buyer in accordance with the provisions of the Escrow Agreement. Upon such return, neither Seller nor Buyer shall have any further rights or obligations under this Agreement. If Buyer does not give such notice, then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title, and interest in and to any award made or to be made in the Proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the Proceedings without Buyer's prior written consent.

25. **Review by Counsel.** Buyer and Seller acknowledge that they have been represented by counsel and that their respective counsel have reviewed and approved this Agreement, and the parties hereby agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

26. **General.** The section and paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement. This written Agreement constitutes the complete agreement between Seller and Buyer and supersedes any prior oral or written agreements between them regarding the Property. There are no verbal agreements that change this Agreement, and no amendment of any of its terms will be effective unless in writing and executed by both Seller and Buyer. This Agreement binds and benefits Seller and Buyer and their respective successors and assigns and has been made under, and will be interpreted and controlled by, the laws of the State of Minnesota. All Exhibits referred to in and attached to this Agreement are incorporated in and made a part of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same Agreement. At the request of either Buyer or Seller, the parties shall execute and deliver a recordable memorandum of this Agreement. This Agreement is for the benefit of Buyer and Seller only and is not for the benefit of any third-party. No third-party shall have the right to enforce any provisions of this Agreement.

(Signatures appear on following pages)

Dated: April _____, 2009

SELLER:

Fit Depot, LLC

By: _____

Its: _____

(Separate signature page to Real Estate Purchase and Sale Agreement relating to commercial units in the St. Paul Union Depot, Ramsey County, Minnesota.)

Dated: April _____, 2009

BUYER:

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

By: _____

Its: _____

(Separate signature page to Real Estate Purchase and Sale Agreement relating to commercial units in the St. Paul Union Depot, Ramsey County, Minnesota.)

4539301_3.DOC

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

PERSONAL PROPERTY

EXHIBIT C

ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY AND ESCROW AGREEMENT

1. The undersigned, designated as the "**Title Company**" by the parties to that certain Purchase and Sale Agreement to which this Escrow Agreement is attached ("**Purchase Agreement**"), acknowledges receipt from the "Buyer" under the Purchase Agreement of \$50,000.00 as "**Earnest Money**" under the Purchase Agreement. The "**Effective Date**" under the Purchase Agreement is _____, 2009. Except as otherwise defined in this Escrow Agreement, all capitalized terms herein shall have the meaning given to them in the Purchase Agreement.

2. Title Company hereby agrees to act as escrow agent and to hold the Earnest Money pursuant to the provisions of the Purchase Agreement, subject to the conditions set forth below.

3. Upon receipt of an appropriate Internal Revenue Service Form W-9, all of said Earnest Money shall be held in an FDIC insured interest bearing account with interest accruing to the benefit of Buyer, unless Seller receives the earnest money as a result of the cancellation of the Purchase Agreement, in which event the interest shall also be disbursed to Seller.

4. Upon notification by both parties in writing that the transaction has closed or if Title Company is facilitating the Closing of the Purchase Agreement, Title Company will pay said Earnest Money and interest accrued thereon (the "**Deposit**") to Seller at the Closing.

5. The Purchase Agreement contemplates circumstances in which Buyer shall have the unilateral right to terminate the Purchase Agreement, including, but not limited to, on or before the end of the Contingency Date, by delivery of written notice to Seller and Title Company (the "**Termination Notice**"). Upon Title Company's receipt of the Termination Notice (provided Title Company receives such Termination Notice on or before the end of the Contingency Date) Title Company shall immediately and simultaneously: (x) deliver a copy of the Termination Notice to Seller, in the manner provided in the Notice Section of the Purchase Agreement, and (y) disburse the full Deposit to Buyer.

6. If Buyer defaults under its Purchase Agreement obligations and Seller desires to obtain the Earnest Money from Title Company pursuant to the terms of the Purchase Agreement, Seller shall first be required to present to Title Company Seller's affidavit of such default (the "**Default Affidavit**"), executed under penalty of perjury by an authorized representative of Seller, certifying to Buyer and Title Company that: (a) Buyer is in default under the Purchase Agreement and did not cure such default within an applicable time period set forth in the Purchase Agreement, and (b) the Purchase Agreement has been cancelled pursuant to Minn. Stat. Section 559.21, and therefore, Seller is entitled to the Deposit. Upon receipt of the Default Affidavit from Seller, Title Company shall (i) deliver a copy of the Default Affidavit to Buyer in the manner as provided in the notice section of the Purchase Agreement and (ii) if within five (5) business days after the date on which the Default Affidavit is deemed given to Buyer (pursuant

to the notice section of the Purchase Agreement), Title Company has not received from Buyer a notice ("**Objection Notice**") objecting to Title Company's compliance with the Default Affidavit, Title Company shall deliver the Deposit to Seller.

7. If after the Contingency Date has expired Seller defaults on any of its obligations under the Purchase Agreement and Buyer desires the return of the Earnest Money from Title Company pursuant to the terms of the Purchase Agreement, Buyer shall first be required to present to Title Company its own Default Affidavit, executed under penalty of perjury by an authorized representative of Buyer, certifying to Seller and Title Company that Seller is in default under the Purchase Agreement and did not cure such default within any applicable time period set forth in the Purchase Agreement, and therefore, Buyer is entitled to the return of the Deposit. Upon receipt of such Default Affidavit from Buyer, Title Company shall (i) deliver a copy of such Default Affidavit to Seller in the manner required pursuant to the notice section of the Purchase Agreement, and (ii) if within five (5) business days after the date on which the Default Affidavit is deemed given to Seller (pursuant to the notice section of the Purchase Agreement), Title Company has not received from Seller an Objection Notice, objecting to Title Company's compliance with such Default Affidavit, Title Company shall deliver the Deposit to Buyer.

8. If Title Company receives an Objection Notice from either Seller or Buyer within the time period set forth above, then Title Company shall refuse to comply with the Default Affidavit then in question ("**Objectionable Default Affidavit**") until Title Company receives either (a) joint written instructions executed by both Buyer and Seller, or (b) a final non-appealable order with respect to the disposition of the Deposit from a federal or state court of competent jurisdiction ("**Court Order**"), in either of which events Title Company shall then disburse the Deposit in accordance with such written instructions or such Court Order, as applicable. Notwithstanding the immediately preceding sentence, if the party that delivers the Objection Notice does not both (i) commence litigation with respect to the Deposit by filing a complaint or action for a declaratory judgment in an appropriate court of competent jurisdiction ("**Litigation**"), and (ii) provide notice and a file-stamped copy of such complaint or, action for declaratory judgment to Title Company and the other party to this Escrow Agreement within thirty (30) days after delivery of the then-applicable Objection Notice, then Title Company shall disburse the Deposit in accordance with the Objectionable Default Affidavit.

9. The sole duties of Title Company shall be those described herein. Title Company shall be under no obligation to determine whether the parties to the Purchase Agreement are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Title Company may conclusively rely upon and shall be protected in acting upon any notice, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on Title Company's part. Title Company may consult the advice of counsel with respect to any issue concerning the interpretation of its duties hereunder. Buyer and Seller hereby acknowledge such fact and indemnify and hold harmless Title Company from any action taken by it in good faith in reliance thereon. Title Company shall have no duty of liability to verify any such notice, consent, order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. Title Company shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement. If any dispute arises with respect to the

disbursement of any monies, Title Company may continue to hold the same or commence an action in interpleader and in connection therewith remit the same to a court of competent jurisdiction pending resolution of such dispute, and the parties hereto hereby indemnify and hold harmless Title Company for any action taken by it in good faith in the execution of its duties hereunder.

10. In the event of litigation between the parties with respect to this Escrow Agreement, the performance of their respective obligations, or the effect of a termination under the Purchase Agreement or this Escrow Agreement, the losing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation, including, but not limited to, court costs and reasonable fees of counsel selected by the prevailing party. Notwithstanding any provision of the Purchase agreement or this Escrow Agreement to the contrary, the obligations of the parties under this Section shall survive a termination of either or both of the Purchase Agreement and this Escrow Agreement.

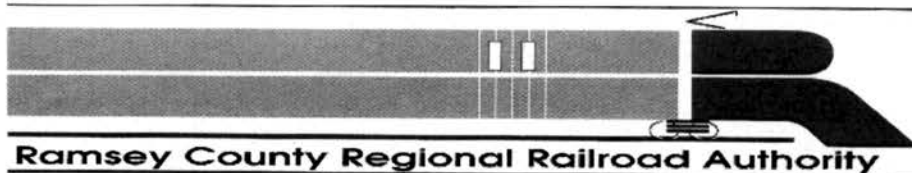
Guaranty Commercial Title hereby acknowledges receipt of the foregoing escrow deposit and agrees to hold the same as above specified.

Dated this ____ day of _____, 2009.

TITLE COMPANY:

Address:

By: _____
Its: _____



6560 Ramsey County Government Center West
50 Kellogg Boulevard West
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

April 14, 2009

Immediately following the Housing and Redevelopment Authority Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the April 14, 2009 Board Meeting is presented for approval.

MINUTES of the March 17, 2009 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Update the RCRRA Board on the Union Depot Environmental Assessment
2. Set public hearings for the Union Depot Multi-modal Transit and Transportation Hub Environmental Assessment
3. Accept Red Rock Corridor State Bond funds for completion of Preliminary Engineering at the Union Depot and provide RRA funding as the local match to federally funded Red Rock Corridor Studies.

POLICY AGENDA

4. Approval of Land Use Agreement with Cirque Du Soleil

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

March 17, 2009

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 6. Absent: Bennett - 1.

Chair McDonough called the meeting to order at 10:02 AM

AGENDA

Commissioner Carter moved approval of the Agenda of the March 17, 2009 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Parker, Reinhardt, Rettman, Carter, Ortega, McDonough – 6. Nays – 0. Motion accepted.

MINUTES

Commissioner Reinhardt moved approval of the Minutes from the January 20, 2009 Board Meeting, seconded by Commissioner Ortega. Roll Call: Ayes – Parker, Reinhardt, Rettman, Carter, Ortega, McDonough – 6. Nays – 0. Motion accepted.

1. Approval of the I-94 Joint Powers Agreement

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Reinhardt.

Commissioner Rettman pointed out that the language on line 23 of the draft resolution should be consistent with the Joint Powers Agreement document so that it says "bus rapid transit".

The Commissioners agreed with the change.

Roll Call: Ayes – Parker, Reinhardt, Rettman, Carter, Ortega, McDonough – 6. Nays – 0. Motion accepted. (R09-09)

WHEREAS, The I-94 Corridor currently carries over 130,000 vehicles a day at Trunk Highway 52 and 110,000 vehicles a day at I-694; and

WHEREAS, The Draft 2030 Transportation Policy Plan forecasts traffic and congestion to increase substantially by 2030 resulting in congestion/congestive conditions for the entire length of I-94 from the Union Depot in downtown St. Paul to the St. Croix River; and

WHEREAS, The Draft 2030 Transportation Policy Plan identifies the I-94 Corridor as a transitway corridor in need of analysis; and

WHEREAS, This analysis is needed to identify how mobility can be maintained and improved in the Corridor; and

WHEREAS, Transitway analysis has been completed by the Ramsey County Regional Railroad Authority and its partners on similar transitway corridors such as Red Rock and Rush Line; and

WHEREAS, This partnership has been formalized through joint powers agreements; and

WHEREAS, A joint powers agreement has been drafted allowing the Washington and Ramsey County Regional Railroad Authorities in partnership with Corridor cities and towns to advocate for and analyze the feasibility, environmental impacts, engineering, and construction of a multi-modal transportation system that may include light rail, bus rapid transit, commuter rail, multi-use trails,

Intelligent Transportation Systems (ITS) and associated land use and development impacts along the corridor; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the I-94 Corridor Joint Powers Agreement, and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair and Chief Clerk to execute the I-94 Corridor Joint Powers Agreement, and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes a payment in an amount not to exceed \$500,000 for its share of the cost of the agreement, and Be It Further

RESOLVED, Authorize the County Manager to make all necessary budget adjustments in a form approved by Budgeting and Accounting, and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority hereby appoints Commissioner Victoria Reinhardt as the I-94 Corridor Commission representative for 2009.

2. Support of a \$500 million request for the design and construction of Minnesota's portion of the St. Paul to Chicago High Speed Rail Corridor

Chair McDonough introduced the following resolution and explained that it contains a resolve that would allow them to work jointly with Wisconsin to possibly create one joint proposal for the build out of the entire line.

Commissioner Ortega moved approval, seconded by Commissioner Parker.

Commissioner Rettman recommended two amendments to the resolution: omit the word "was" on line 28; change lines 36 and 37 of the first resolve to "including the study of a possible future connection to Minneapolis and beyond".

Commissioner Reinhardt asked for reassurance that the language regarding the possible extension to Minneapolis in the resolution was consistent with the language agreed to previously.

Chair McDonough confirmed that the language was consistent and should remain as amended.

Commissioner Rettman also pointed out that the language in the whereas on lines 25 and 26 needed to match the amended resolve.

The amendment was accepted as friendly.

Roll Call: Ayes – Parker, Reinhardt, Rettman, Carter, Ortega, McDonough – 6. Nays – 0. Motion accepted. (R09-10)

WHEREAS, The Midwest Regional Rail Initiative has identified a High Speed Rail corridor between the Twin Cities and Chicago; and

WHEREAS, the identified Corridor is federally designated and enters Minnesota at La Crescent and travels northwest along the Canadian Pacific Railway track to the Union Depot in downtown St. Paul; and

WHEREAS, the Economic Recovery and Investment Act provides \$8 billion for the implementation of High Speed Rail; and

WHEREAS, accessing this funding requires an application be submitted by a state, group of states, or Amtrak; and

WHEREAS, the Minnesota Department of Transportation is requesting project sponsors to submit potential stimulus projects for their review and support; and

WHEREAS, the Ramsey County Regional Railroad Authority is a project sponsor for High Speed Rail; and

WHEREAS, a request will need to be submitted to the Minnesota Department of Transportation; and

WHEREAS, Corridor legislators recently sent a letter to members of Minnesota's federal delegation seeking their support for a \$500 million request to design and construct the Minnesota portion of the High Speed Rail corridor from the Union Depot in St. Paul to Chicago including a study of a possible future connection to Minneapolis and beyond; and

WHEREAS, the success of this request could be substantially increased if submitted in partnership with Wisconsin; and

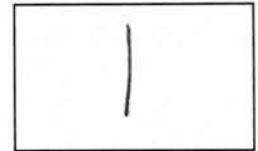
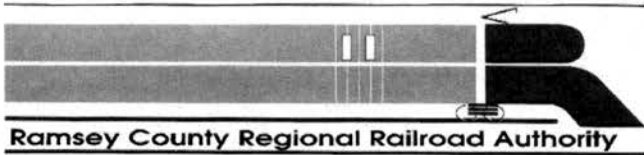
WHEREAS, all efforts to develop this dual proposal with the State of Wisconsin should be explored by legislators, the State of Minnesota, and project sponsors. Now Therefore Be It

RESOLVED, that the Ramsey County Regional Railroad Authority supports a request of \$500 million for the design and construction of High Speed Rail from the Union Depot in St. Paul to La Crescent along the federally designated High Speed Rail Corridor, including the study of a possible future connection to Minneapolis and beyond, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the submittal of an application for funding to the Minnesota Department of Transportation for \$500 million, and be it further

RESOLVED, that the Ramsey County Regional Railroad Authority supports the submittal of a joint High Speed Rail request from the Minnesota and Wisconsin Departments of Transportation to the Federal Railroad Administration for the completion of High Speed Rail from St. Paul to Madison and Milwaukee as part of the larger St. Paul to Chicago High Speed Rail Corridor.

There being no further business, Chair McDonough declared the meeting adjourned at 10:07 AM.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☒ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 4/14/09

SUBJECT: Update the RCRRA Board on the Union Depot Environmental Assessment

EXECUTIVE SUMMARY

The Environmental Assessment (EA) for the Union Depot Multimodal Transit and Transportation Hub is under review by Minnesota Department of Transportation and Federal Highway Administration. A report will be provided at the meeting. When the Federal agency has approved the EA for release, the Board will be asked to set two public hearings on the document.

ACTION REQUESTED

Information only.

1

SUBJECT: Update the RCRRA Board on the Union Depot Environmental Assessment

ATTACHMENTS:

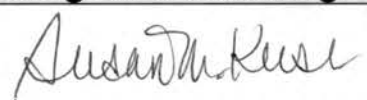
PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

2

SUBJECT: Update the RCRRA Board on the Union Depot Environmental Assessment

Regional Railroad Authority – Authorized Signature	Date
	4/4/09

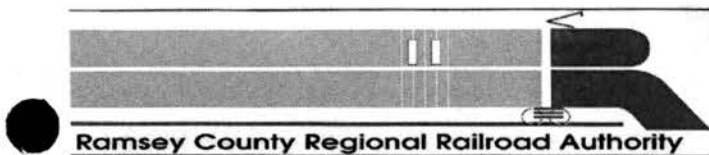
Budgeting & Accounting – Authorized Signature	Date
	4/9/09

County Attorney – Authorized Signature	Date
	4/8/09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date



2

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 4/14/09

SUBJECT: Set public hearings for the Union Depot Multi-modal Transit and Transportation Hub Environmental Assessment

EXECUTIVE SUMMARY

The Environmental Assessment (EA) of the Union Depot Multi-modal Transit and Transportation Hub has been prepared to assess and disclose potential impacts of a transportation hub at Union Depot. The EA is currently under review at MnDOT and Federal Highway Administration (FHWA). When released by FHWA, there will be a forty-five (45) day public comment period on the EA. One purpose of the EA is to meet Federal environmental regulations so that the project is eligible for Federal funding.

When the EA is released, we will provide it to neighborhood libraries and post it on our web site. The draft resolution would authorize the County Manager to schedule two public hearings on the project in the downtown St. Paul area.

Translators for the hearings will be provided and a transcript made. Written and phone comments will also be taken.

ACTION REQUESTED

Authorize the County Manager to set two public hearings on the Union Depot Transit and Transportation Hub Environmental Assessment.

1

SUBJECT: Set public hearings for the Union Depot Multi-modal Transit and Transportation Hub Environmental Assessment

ATTACHMENTS:

Draft resolution

PREVIOUS ACTION:

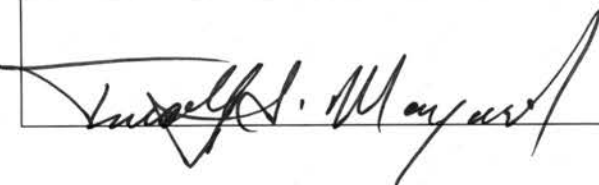
Resolution R07-24, authorizing execution of a contract to conduct the Environmental Assessment

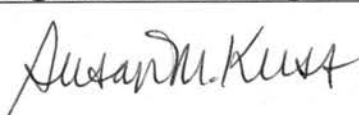
COUNTY MANAGER'S COMMENTS:

This authorization will allow the hearings to be set in a timely manner once the EA is released by FHWA.

2

SUBJECT: Set public hearings for the Union Depot Multi-modal Transit and Transportation Hub Environmental Assessment

Regional Railroad Authority – Authorized Signature	Date
	4/9/09

Budgeting & Accounting – Authorized Signature	Date
	4/9/09

County Attorney – Authorized Signature	Date
	4/5/09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Set public hearings for the Union Depot Multi-modal Transit and Transportation Hub Environmental Assessment

Draft Resolution

1 WHEREAS, An Environmental Assessment (EA) has been completed for the
2 Union Depot Multi-modal Transit and Transportation Hub; and

3
4 WHEREAS, The Federal Highway Administration (FHWA) and Minnesota
5 Department of Transportation are reviewing the EA for publication and public hearings;
6 and

7
8 WHEREAS, The Ramsey County Regional Railroad Authority will conduct two
9 public hearings on the EA; and

10
11 WHEREAS, The public hearings may serve to further identify issues of
12 importance to the public concerning the Union Depot project; now, therefore be it

13
14 RESOLVED, that the County Manager is authorized to set a forty five day
15 comment period and schedule two public hearings for the Union Depot EA upon receipt
16 of formal approval for release of the document from FHWA and in accordance with
17 federal regulations.

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: **4-14-09**

SUBJECT: Accept Red Rock Corridor State Bond funds for completion of Preliminary Engineering at the Union Depot and provide RRA funding as the local match to federally funded Red Rock Corridor studies.

EXECUTIVE SUMMARY

The Red Rock Corridor is a 30 mile transitway corridor that originates in Hastings, travels to the St. Paul Union Depot and continues on to Minneapolis. In 2007 the Red Rock Corridor Commission (RRCC), a joint powers board of four county regional railroad authorities (Dakota, Washington, Ramsey, and Hennepin) and municipalities, completed an Alternatives Analysis for the Corridor. The RRCC received state bond funds in the amount of \$500,000 in 2005 and \$500,000 in 2006. The eligibility of these funds will sunset in 2009. In order to utilize these funds for their intended purpose, they are being offered to the Ramsey County Regional Railroad Authority for preliminary engineering work on the Union Depot, a component of the Red Rock Corridor. This study identified commuter rail as the long-term transit mode for the Corridor and identified multiple interim projects for completion prior to implementing commuter rail.

These interim projects include the completion of environmental, engineering, and station area plans for the Corridor's stations, completion of a commuter bus feasibility study, and the coordination of improvements with high speed rail.

(Executive Summary is continued on the following page.)

ACTION REQUESTED

1. Accept state bond funds in the amount of \$1 million from the Red Rock Corridor Commission to provide the local match to previously secured federal funds for the completion of Preliminary Engineering at the St. Paul Union Depot
2. Provide RRA levy funds to the Washington County Regional Railroad Authority in an amount up to \$237,500 to match federal funds for the Southeast Stations Station Area Master and Site Planning
3. Provide RRA levy funds to the Red Rock Corridor Commission in an amount up to \$400,000 to match federal funds for the East Metro Railroad Capacity Analysis Study
4. Provide RRA levy funds to the Red Rock Corridor Commission in an amount up to \$250,000 to match federal funds for the East Metro Highway Analysis Study
5. Provide RRA levy funds to the Red Rock Corridor Commission in an amount up to \$70,000 to match federal funds for the Coordination of Corridors into downtown St. Paul Study
6. Provide RRA levy funds to the Red Rock Corridor Commission in an amount up to \$42,500 to match federal funds for the Economic Analysis for the St. Paul Union Depot Study

7. Authorize the County Manager to make any necessary budget adjustments in a form approved by Budgeting and Accounting

Executive Summary continued)

The completion of interim projects will benefit the Corridor by developing additional park and ride facilities, located at future station sites, to provide increased bus service which will strengthen the ridership base in the Corridor. These improvements will increase ridership for and reduce the cost of implementing commuter rail in the Corridor.

Federal funding has been secured to fund some of the interim projects. The Red Rock Corridor Commission (RRCC) has stated its desire to use this funding to complete station area planning, environmental, and engineering work on the following stations:

- Hastings
- Cottage Grove
- Newport
- Lower Afton Road (St. Paul)
- St. Paul Union Depot
- Minneapolis Intermodal Station (RRCC federal funds/Hennepin County RRA Local Match)

Additionally the Commission has expressed an interest to complete the following studies:

- East Metro Railroad Capacity Analysis
- East Metro Highway Analysis to determine how transit use benefits highway users
- Coordination of Corridors into downtown St. Paul
- Economic Analysis of the St. Paul Union Depot
- Transit On-board Survey (RRCC federal funds/Metropolitan Council Local Match)

Additional information is provided in the attached study summary.

SUBJECT: Accept Red Rock Corridor State Bond funds for completion of Preliminary Engineering at the Union Depot and provide RRA funding for the local match to Red Rock Corridor Studies.

ATTACHMENTS:

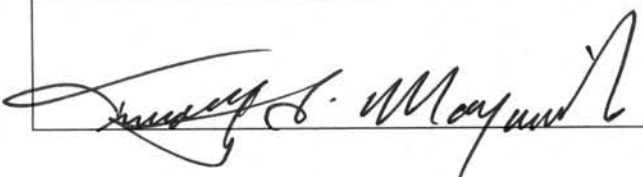
Red Rock Corridor 5339 Study info

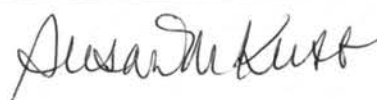
PREVIOUS ACTION:

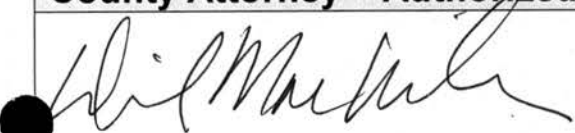
COUNTY MANAGER'S COMMENTS:

Due to time constraints associated with this item, immediate action is requested.

SUBJECT: Accept Red Rock Corridor State Bond funds for completion of Preliminary Engineering at the Union Depot and provide RRA funding for the local match to Red Rock Corridor Studies.

Regional Railroad Authority – Authorized Signature	Date
	4/9/09

Budgeting & Accounting – Authorized Signature	Date
	4/9/09

County Attorney – Authorized Signature	Date
	4/8/09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Accept Red Rock Corridor State Bond funds for completion of Preliminary Engineering at the Union Depot and provide RRA funding as the local match to federally funded Red Rock Corridor studies.

Draft Resolution

1 WHEREAS, the Red Rock Corridor originates in Hastings travels north to the Union
2 Depot in St. Paul and on to Minneapolis generally following Trunk Highway 61, Interstate 94,
3 and the Canadian Pacific Railway freight tracks; and
4

5 WHEREAS, the Red Rock Corridor Commission (RRCC) was formed in 1998 by a Joint
6 Powers Agreement (JPA) to address the transportation needs of the Red Rock Corridor; and
7

8 WHEREAS, the Ramsey County Regional Railroad Authority is a member of the RRCC;
9 and
10

11 WHEREAS, the RRCC was granted Section 5309 Federal Transit Administration (FTA)
12 funds for the completion of environmental, engineering, and station planning work, and
13

14 WHEREAS, the RRCC was granted Section 5339 FTA funds for the completion of
15 studies needed to progress the Corridor as part of its Alternatives Analysis process; and
16

17 WHEREAS, the RRCC was granted State Bond funds in 2005 and 2006 for the
18 completion of environmental and engineering work for the Corridor; and
19

20 WHEREAS, the Ramsey County Regional Railroad Authority has completed station
21 planning and environmental work on the St. Paul Union Depot; and
22

23 WHEREAS, the Ramsey County Regional Railroad Authority has secured \$4 million in
24 federal funds for the completion of Preliminary Engineering at the St. Paul Union Depot; and
25

26 WHEREAS, a local match to federal funds is needed to complete Preliminary
27 Engineering at the St. Paul Union Depot; and
28

29 WHEREAS, the RRCC and the Ramsey County Regional Railroad Authority have
30 identified a need to complete additional analysis along the Red Rock Corridor to better
31 understand the impacts of implementing commuter rail. Now Therefore Be it
32

33 RESOLVED, that the Ramsey County Regional Railroad Authority accepts state bond
34 funds in the amount of \$1 million from the Red Rock Corridor Commission to provide the local
35 match to previously secured federal funds for the completion of Preliminary Engineering at the
36 St. Paul Union Depot, and be it further
37

38 RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds
39 to the Washington County Regional Railroad Authority in an amount up to \$237,500 to match
40 federal funds for the Southeast Stations Station Area Master and Site Planning, and be it further
41

42 RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds
43 to the Red Rock Corridor Commission in an amount up to \$400,000 to match federal funds for
44 the East Metro Railroad Capacity Analysis Study, and be it further
45

SUBJECT: Accept Red Rock Corridor State Bond funds for completion of Preliminary Engineering at the Union Depot and provide RRA funding as the local match to federally funded Red Rock Corridor studies.

Draft Resolution

46 RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds
47 to the Red Rock Corridor Commission in an amount up to \$250,000 to match federal funds for
48 the East Metro Travel Time Benefit Study, and be it further
49

50 RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds
51 to the Red Rock Corridor Commission in an amount up to \$70,000 to match federal funds for
52 the Coordination of Corridors into downtown St. Paul Study, and be it further
53

54 RESOLVED, that the Ramsey County Regional Railroad Authority will provide levy funds
55 to the Red Rock Corridor Commission in an amount up to \$42,500 to match federal funds for
56 the Economic Analysis of the St. Paul Union Depot Study.
57

58 RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the County
59 Manager to make any necessary budget adjustments in a form approved by Budgeting and
60 Accounting
61

**Scope of Work for Section 5339 Red Rock Funds
FFY 2006 and FFY 2007 Grant and Local Match**
(updated March 2009)

1. Economic analysis for St. Paul Depot \$212,500

Evaluate economic impacts of a renovated Depot on St. Paul, Ramsey County, the region, and the state. This would involve impacts in terms of land values, in perceived retail spending, in economic growth, in employment, and etc. Development potential would also be an important element.

Federal Funding \$170,000
Local Funding: \$42,500

Local Source: Ramsey County Regional Railroad Authority
Project Manager: Ramsey County Regional Railroad Authority

2. Coordination of Corridors into downtown St. Paul \$350,000

Several corridors need to connect with the Central, Red Rock, and Rush Line corridors in the downtown area. This task would identify issues and develop plans to make sure integration between corridors is effective. It would be a very detailed plan that would analyze various routes into/out of downtown St. Paul for the corridors mentioned, as well as other potential corridors that may be implemented in the future, to determine options for routing, etc. The area analyzed would include the St. Paul central business district including the Union Depot, the Capitol complex and the Lafayette Park area. This work would involve cursory ridership forecasting for various corridors including an evaluation of the impacts of the various routing impacts on the forecast corridor ridership and the relationship of said routes to current and future bus routing.

Federal Funding \$280,000
Local Funding: \$70,000

Local Source: Ramsey County Regional Railroad Authority
Project Manager: Ramsey County Regional Railroad Authority

3. East Metro Travel Time Benefit Study

\$1,250,000

Interstate 94 and Highways 36 and 61 are major highways in the east metropolitan area feeding into downtown St. Paul and downtown Minneapolis. This task would develop detailed travel time information for the highways, for buses operating on the highway (shoulder and in mixed traffic), then evaluate transit and high occupancy vehicle options and their impacts on travel time on the highway. This study would show how substantial traffic congestion on a corridor that is as congested as I-94 can affect the transit travel speeds and schedule reliability of buses using data from Metro Transit on bus travel times (affected by transit advantages) and from Mn/DOT on auto travel times in mixed use lanes. Showing travel time information in such a corridor would be very beneficial for the continuing evaluation of the three east metro 5339 corridors, as well as other corridors around the Twin Cities metropolitan area.

Federal Funding \$1,000,000
Local Funding: \$250,000

Local Source: Ramsey County Regional Railroad Authority
Project Manager: To Be Determined by the Red Rock Corridor
Commission

4. East metro railroad capacity

\$2,000,000

This task would evaluate railroad capacity improvements needed to implement Amtrak, commuter rail, Midwest Regional Rail (high speed), and freight movements north and east of downtown St. Paul. East of downtown St. Paul is an important track junction, Hoffman Avenue. At this junction, trains can cross over multiple tracks, and are restricted to a maximum speed of 25 mph unless they are changing tracks, which reduces their speed to 10 mph. The majority of the freight trains passing through are 5,000 feet or longer and take several minutes to pass through this junction. It is considered a major rail freight operations bottleneck, and the railroads emphasize a need to increase throughput capacity at this junction. Several passenger and commuter rail projects propose to use this junction as it is often their only routing option from the southeast. This study would be very beneficial to establishing a collaborative working relationship with the railroads for identifying solutions that could accommodate all desired uses. Additionally, the freight corridor north of Union Depot has similar, though not as severe, freight congestion issues, and would be included in this analysis.

Federal Funding \$1,600,000
Local Funding: \$400,000

Local Source: Ramsey County Regional Railroad Authority
Project Manager: To Be Determined by the Red Rock Corridor
Commission

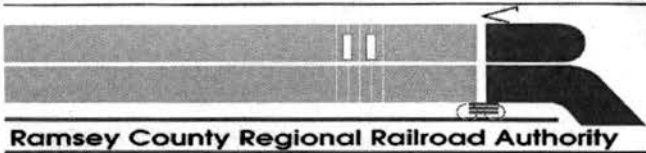
5. Transit On-Board Survey

\$637,500

In 2005, the Metropolitan Council conducted a transit on-board survey covering the bus routes in the region as well as the newly opened Hiawatha LRT line. At that time, no commuter rail line was operational in the Twin Cities region. The Northstar Commuter Rail received a full funding grant agreement from FTA in December, 2007 and is scheduled to be operation in 2009. A transit on-board survey conducted in 2010 would be able to survey users of this commuter rail line, the first in the region. In the same time frame, the Metropolitan Council is anticipating conducting a home interview survey of travel behavior for the purpose of updating its travel demand model. Data from the transit on-board survey would provide another rich data source for model calibration, particularly for mode choice and the possible development of alternative specific constants for the new commuter rail mode. A transit on-board survey, gathering data on commuter rail usage would of be particular use in the continuing evaluation of other potential commuter rail corridors such as the Red Rock and Rush Line corridors

Federal Funding \$510,000
Local Funding: \$127,500

Local Source: Metropolitan Council
Project Manager: Metropolitan Council



REQUEST FOR ACTION

Type of Agenda: ☒ Policy ☐ Discussion
☐ Administrative ☐ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 4/14/2009

SUBJECT: Approval of Land Use Agreement with Cirque Du Soleil

EXECUTIVE SUMMARY:

History: In 2007, the City of St. Paul engaged a partnership with Cirque du Soleil to bring their "Kooza" circus production (no animals) to the City of St. Paul. St. Paul planned to host this event on a plot of land they owned, near the intersection of Kellogg and Broadway, on the "Upper" parking lot commonly known as the "Conseco Lot". St. Paul engaged RCRRA in a series of discussions on the possible use of the RCRRA owned "Lower Lot" to support the parking needs of event patrons. RCRRA staff discussed various forms of agreements between RCRRA and St. Paul to accommodate the event parking need. The event was postponed by over a year due to Cirque's production conflicts. Since that time RCRRA has also acquired the *Conseco Lot*.

Planning: St. Paul and Cirque have returned; desiring to host the event in summer 2009. RCRRA staff obtained a legal opinion and a policy level opinion which supports a plan for a direct land use agreement between RCRRA and Cirque. Under this scenario RCRRA and St. Paul have no relationship. For a fee of \$5,000, RCRRA would provide the *Conseco Lot* to Cirque for the actual event site. Cirque would take possession June 1, 2009, terminating August 21, 2009. Cirque continues to rely on St. Paul, as the host, or private vendors for production assistance. Under this same agreement RCRRA agrees to provide "Event Parking" in the *Lower Lot*. With the exception of 80 "VIP" parking spaces and 20 spaces for handicap accessibility, Cirque will have no parking management obligations or parking revenue rights. Central Parking Inc., RCRRA's parking company, will maintain parking operations and collect revenues.

(Executive Summary is continued on the following page.)

ACTION REQUESTED:

Approve the Execution of a Land Use Agreement with Cirque Du Soleil.

1

EXECUTIVE SUMMARY: (Continued)

Business: Existing contract parkers will be consolidated to the *Lower Lot* during this period. No existing contract parkers should be displaced. The lots will be posted as "Event Parking". Any non-contract parker will pay a posted rate at the entrance, similar to concerts /sporting events. Central Parking Inc. has recommended a rate of \$20.00 per car (See attached) and RCRRA and Property Management recommend a rate of \$15.00 per car. Cirque sells out 2,500 tickets per show and estimates 600 cars parking "on site" per show. With 29 performances between July 3, 2009 and August 9, 2009 potential gross parking revenue is \$261,000. Minus 5% management fees is \$247,950. We should consider parking may not rise to this level, but based on the numbers the event has potential.

Status: James Homolka worked with David McMillan to negotiate a land use agreement, including a site plan (See attached).

SUBJECT: Approval of Land Use Agreement with Cirque Du Soleil

ATTACHMENTS: Copy of Land Use Agreement, Central Parking Rate Recommendation.

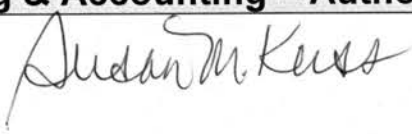
PREVIOUS ACTION: None

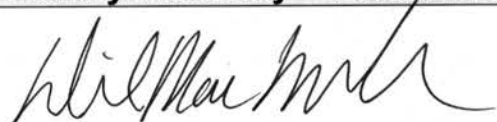
COUNTY MANAGER'S COMMENTS: County Manager Concurs with the Request for Approval.

3

SUBJECT: Approval of Land Use Agreement with Cirque Du Soleil

Regional Railroad Authority – Authorized Signature	Date
	4/9/09

Budgeting & Accounting – Authorized Signature	Date
	4/9/09

County Attorney – Authorized Signature	Date
	4/8/09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Approval of Land Use Agreement with Cirque Du Soleil

Draft Resolution

1 WHEREAS, Ramsey County Regional Railroad Authority owns the premises located
2 generally at the intersection of Kellogg and Broadway, in St. Paul, commonly known as
3 the Fringe and Consecro parking lots; and
4

5 WHEREAS, the City of St. Paul engaged a partnership with Cirque du Soleil to bring
6 their "Kooza" circus production (no animals) to the City of St. Paul and desires a
7 License for the use of this premises for the event and event parking; and
8

9 WHEREAS, RCRRA desires to financially benefit from the interim use of this property;
10 Now, Therefore Be It
11

12 RESOLVED, Ramsey County Regional Railroad Authority hereby approves the
13 execution of a Land Use License with Cirque Du Soleil.
14

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "**Agreement**") is entered into between the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("**Licensor**") and Cirque Du Soleil America, Inc., a Delaware corporation ("**Cirque**") on this _____ day of _____, 2009.

RECITALS

WHEREAS, the Licensor is the fee owner of certain real property in the city of St. Paul, Minnesota, legally described on the attached **Exhibit A** (the "**Property**"); and

WHEREAS, the Licensor also is fee owner of a tract of land adjacent to the Property which is used as a surface parking lot, legally described in the attached **Exhibit B** and depicted by the hatching on **Schedule 1.1** (the "**Parking Lot**"); and

WHEREAS, Cirque is a temporary theatrical circus which produces and exhibits performance artistic acts under a big top tent in various locations throughout the United States; and

WHEREAS, Cirque desires to enter onto and occupy the a portion of the Property for the purpose of erecting tents which will be used for performance of its theatrical circus and related food, beverage and merchandising activities, as further described in Section 3; and

WHEREAS, Cirque also desires that the Parking Lot be made available for: (i) installing temporary extensions of water and sewer lines from the corner of Kellogg and Broadway over a portion of the Parking Lot ("**Utility Work**") and removing the extensions at the termination of this license provided however that Cirque returns the Parking Lot in the same condition as it was when Cirque first had access to the Parking Lot; and (ii) for the non-exclusive parking of the vehicles of Cirque's patrons, as further described in Section 8.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. AGREEMENT OF THE SITE AND PARKING LOT

- 1.1 The Licensor does hereby grant unto Cirque an exclusive license to use and occupy, and Cirque does hereby receive such license from the Licensor upon the terms and conditions hereinafter set forth: (i) the portion of the Property depicted by the hatching on the map of site attached hereto as **Schedule 1.1** ("**Map of Site**") and referred to as the site on such plan (the "**Site**"); and (ii) the Parking Lot in accordance with the provisions of Sections 3.2 and 8. The Licensor does hereby represent and warrant to Cirque (i) that the Licensor is the owner of the Site and the Parking Lot and is not party to any agreement which prohibits the Licensor from entering into this agreement with Cirque; (ii)

6

to the best of Licensor's knowledge, the contemplated Permitted Use (as defined in Section 3 hereof) of the Site by Cirque and the contemplated Cirque Parking Lot Permitted Activities (as defined in Section 3 hereof) do not violate any law, ordinance, rule, regulation or requirement enacted by the City of Saint Paul; and (iii) the Site and Parking Lot shall be substantially in the same condition as it was on the date of Cirque's inspection mentioned in Section 1.2 below. Cirque acknowledges and agrees that this Agreement creates a license only and that Cirque does not, and shall not claim any title, interest, option, or estate of any kind or extent whatsoever, including but not limited to any fee, leasehold or easement interest in Licensor's property by virtue of this Agreement.

- 1.2 Cirque acknowledges that it has inspected the Site and the Parking Lot on November 25, 2008 and represents that it is satisfied with their physical condition. Notwithstanding the foregoing, Cirque has not tested nor investigated the Site and Parking Lot with respect to the suitability of their soil or subsoil. However, Cirque has had the right to test and investigate the Site and Parking Lot with respect to the suitability of their soil or subsoil and acknowledges and agrees that it is Cirque's own decision not to investigate that such soil or subsoil does not contain any hazardous substances, toxic substances, pollutants, contaminants or hazardous waste materials which would prevent Cirque directly or indirectly from using and occupying the Site in accordance with the Permitted Use and the Parking Lot Cirque Parking Lot Permitted Activities. To the best of its knowledge, Licensor hereby represents and warrants that the soil or subsoil of the Site and Parking Lot does not contain any hazardous substances, toxic substances, pollutants, contaminants or hazardous waste materials.

Notwithstanding anything to the contrary provided herein, Cirque shall not bear or assume any liability or responsibility for any environmental impacts or damages caused by or traceable to any hazardous substances, toxic substances, pollutants, contaminants or hazardous waste materials existing previously to Cirque's occupation of the Site or Parking Lot (collectively "**Pre-existing Hazardous Materials**") and shall have no obligation to undertake the defense of any claim or action, whether in existence now or brought in the future arising out of the existence of Pre-existing Hazardous Materials nor to undertake environmental response, remediation or clean-up relating to Pre-existing Hazardous Materials. However, Cirque acknowledges and agrees that Cirque shall assume all liability and responsibility for any environmental impacts or damages caused by any hazardous materials being brought onto or released on Licensor's property by Cirque, its agents, employees, contractors and subcontractors.

2. TERM

This Agreement shall come into force as of the last date of execution and, unless terminated earlier pursuant to Sections 19 and 24 hereto, shall expire as soon as Cirque has returned the Site and the Parking Lot in accordance with the terms of

Section 21 and the Licensor has executed the release form attached as **Schedule 21** hereto (the "**Term**"). During the Term, Cirque shall have the right to use and occupy the Site and the Parking Lot during the period of June 1, 2009 to August 21, 2009 (the "**Occupation Period**").

3. USE OF SITE AND OF THE PARKING LOT

3.1 Use of the Site

3.1.1 The Site shall be used and occupied by Cirque throughout the Occupation Period solely for the purposes of presenting to the public performances of the Show and other related activities, including but not limited to the followings :

- the necessary preparation and installation of Cirque's equipment on the Site for the presentation of the show, including, without restriction, tents, signs, fences, generators, lighting equipment;
- the operation of concession stands for the sale of merchandising products and of food stands or restaurants on the Site for the sale and consumption of nonalcoholic and alcoholic beverages and food;
- the holding of promotional events by Cirque or its sponsors;
- the operation of a ticket box office for the sale of show tickets; and the installation of sanitary vans, office trailers and kitchen facilities for the use of Cirque's staff;

(collectively referred to as the "**Permitted Use**").

3.1.2 The Licensor acknowledges and agrees that Cirque shall be drilling approximately 1200 holes in average 5' deep by 2" in diameter in the ground of the Site for the setting-up and installation of the above-mentioned equipment.

3.1.3 The site plan setting forth the location of Cirque's installations and equipment on the Site, including, without restriction, the location of Cirque's installations and equipment on the Site, including, without restriction, the location of Cirque's tents, ticket box office, concession and food stands, office trailers and vans is attached hereto as **Schedule 3.1.3 ("Site Plan")**. The Site Plan is subject to modifications at Cirque's sole discretion. Notwithstanding the foregoing Cirque acknowledges and agrees that in the event of a change to the Site Plan, Cirque shall promptly notify Licensor of any such changes.

3.1.4 All Cirque's vehicles and other vehicles required by Cirque in connection with the Show shall at all times during the Occupation Period be provided with full and uninterrupted access to the Site and have the right to circulate freely on the Site.

3.1.5 The Licensor acknowledges and agrees that Cirque shall, at all times throughout the Occupation Period, have the right to sell, use or display any goods or products on or from the Site and to grant to third parties the exclusive right to sell, use or display any goods or products on or from the Site. Cirque shall, at all times and without restriction, have the right to promote, advertise and display anywhere on the Site during the Occupation Period (i) the goods and products and the name and logo of any third party with whom Cirque has entered into any agreement relating to the sale and use of such products by Cirque on or from the Site; (ii) the goods and products and the name and logo of any sponsor of the Show; and (iii) the name and logo of any charity organization with which Cirque is associated.

3.2 Use of the Parking lot

3.2.1 During the Term of this License Agreement Cirque may use the Parking Lot for the purposes of carrying out the following activities (collectively, the "**Cirque Parking Lot Permitted Activities**"): (i) installing temporary extensions of water and sewer lines from the corner of Kellogg Boulevard over a portion of the Parking Lot to the Property in the general area depicted on **Schedule 3.1.3** Site Plan attached hereto (the "**Utility Site**"), removing the extensions at the end of the Term and returning the Parking Lot in the same condition as it was at the beginning of the Occupation Period, normal wear and tear and any damage or destruction of the Parking Lot by Force Majeur excepted; (ii) allowing Cirque's vehicles and its service providers vehicles access to the Parking Lot to circulate into the Parking Lot and ramps to egress and ingress the Site; and (iii) the parking of Cirque's VIP patrons as provided in Section 8.2 and the parking of Cirque's employees as provided in Section 8.3.

3.2.2 Cirque shall be solely responsible for the costs of all labor, services, equipment, and materials used in connection with Cirque Parking Lot Permitted Activities, and shall not permit any lien or encumbrance on the Parking Lot resulting from its activities thereon.

4. RENT

In consideration of the rights granted to Cirque herein and subject to the receipt by Cirque of an invoice to this effect thirty (30) days prior the dates mentioned below, Cirque shall pay to the Licensor an amount of Five Thousand United States Dollars (US\$5,000.00) (the "**Rent**") payable upon the execution of this Agreement.

5. INSURANCE

5.1 Site Insurance

Not less than five (5) days prior to the beginning of the Occupation Period, Cirque shall obtain, at its sole cost, and deliver to the Licensor, a certificate of insurance evidencing ownership of a comprehensive general liability insurance for personal injury liability and property damages, with a combined single limit of not less than One Million United States Dollars (\$1,000,000 US) per occurrence and Two Million United States Dollars (\$2,000,000 US) in the aggregate.

Cirque shall cover as additional insured the Licensor with its respective officials and employees. Not less than fifteen (15) days prior to the beginning of the Occupation Period, Cirque shall provide to Licensor a certificate of insurance evidencing the foregoing insurance and shall include a clause that the coverage evidenced by certificate will not be cancelled without thirty (30) days prior written notice to Licensor.

5.2 Parking Insurance

Licensor and its subcontractor, Central Parking (as defined in Section 8.1), shall obtain at their own cost and maintain during the Term of this Agreement the following insurances:

- (i) Comprehensive general liability insurance in an amount not less than of One Million United States Dollars (US\$1,000,000), or the equivalent in the local currency, per occurrence covering bodily injury and property damages. Such policy shall include contractual liability, cross liability, tenants legal liability, garagekeeper's liability, non owned automobile liability and products and completed operation liability;
- (ii) Automobile insurance covering owned, non-owned and hired vehicles for liability and for physical damage in an amount not less than One Million United States Dollars (US\$1,000,000), or the equivalent in the local currency. Such policy shall include underinsured/uninsured motorist coverage; and
- (iii) Workers Compensation insurance with statutory limit and Employers liability insurance in the amount of One Million United States Dollars (US\$1,000,000), or the equivalent in the local currency, per accident.

At the date of execution of this Agreement, Licensor shall provide to Cirque certificates of insurance evidencing the above insurance policies. Such certificates shall state that the insurance coverage stipulated therein will not be cancelled without at least a thirty (30) calendar day prior written notification to Cirque. In addition, for the policy mentioned in Section (i) above, Cirque, its affiliates, employees, officers, directors and agents shall be named as additional insured with respect to the parking services.

6. UTILITIES

No less than two (2) months prior to the beginning of the Occupation Period, the Licensor shall be responsible for providing an existing plan, if available, of all underground utilities on the Site and the Parking Lot and acknowledges that Cirque shall rely on such plan for the drilling of holes in the ground of the Site and the Parking Lot for the setting-up of its equipment. Cirque hereby covenants and agrees to obtain an accurate assessment of all underground utilities from a third party specialized firm and shall, upon request from Licensor, remit a copy of said assessment to Licensor. The Licensor shall waive any claims against Cirque for damages arising from the striking by Cirque of any utilities which are not located as indicated on the plan provided by the Licensor, ~~or on the third party's assessment.~~

7. IMPROVEMENTS, PUBLIC SERVICES AND OTHER SERVICES

Cirque shall be entitled to make, at its own cost and expense, all improvements and modifications to the Site and the Parking Lot, including without limitation, the work described in **Schedule 7** attached hereto.

8. PARKING FACILITIES

8.1 General Parking

During the Occupation Period, Licensor shall provide non-exclusive parking for Cirque's spectators in the areas depicted on **Schedule 1.1 ("General Event Parking")** which may accommodate Cirque's patron parkers and Licensor's existing parking customers. Cirque shall not be required to pay any costs or expenses related to the provision managing and operation of said General Event Parking to spectators. Licensor ~~may~~ has ~~hire~~ contracted the third party Central Parking Inc. for the ~~provision of security and traffic control management services of the General Event Parking ("Central Parking") and, if so, Licensor shall enter into an agreement with Central Parking which shall include all provisions of this Section ("Central parking Agreement").~~ Central Parking Agreement shall provide that Cirque shall bear no responsibility over control of and responsibility for the General Event Parking, security and traffic control management on and adjacent to the General Event Parking and that Central Parking shall make all required arrangements related thereto. Licensor acknowledges and agrees that the rate charged to the show spectators shall not exceed fifteen dollars (\$15.00) per stall per performance. Central Parking or Licensor, as applicable, shall be entitled to all revenues in connection with the operation of the General Event Parking, and Cirque shall have no claim thereto.

11

Licensor acknowledges and agrees that Cirque shall not be responsible or liable for any event or activities on the General Event Parking save and except for such liability that may arise solely from the actions or inactions of Cirque or its agents, or employees. Notwithstanding Section 20 of this Agreement, parking activities under this Section including traffic control management on and adjacent to the General Event Parking shall be the sole responsibility of Central Parking on behalf of Licensor. Licensor acknowledges and agrees that Licensor shall indemnify and hold Cirque and its employees, agents and assigns harmless from and against any and all loss, cost, liability, damage and expense (including reasonable attorney's fees) arising: (i) from the activities on the General Event Parking including traffic control on and adjacent to the General Event Parking; or (ii) out of the actions of Central Parking.

8.2 **VIP Parking Facilities**

During the Occupation Period, Licensor shall provide Cirque, for each performance of the Show and at no charge to Cirque, with: (i) eighty (80) VIP parking spaces located in the general area depicted on **Schedule 1.1** Map of Site, at no charge to Cirque, (referred to herein as the "**VIP Parking Facilities**"); and (ii) twenty (20) parking spaces for Cirque's disabled-handicap patrons. During the Occupation Period, Cirque shall have exclusive control of and responsibility for the VIP Parking Facilities, and for security and traffic control management on the VIP Parking Facilities.

8.3 **Work Related Parking Spaces**

In addition, throughout the Occupation Period, Cirque may have access, at no charge, to no more than one hundred (100) parking spaces located in the area depicted on **Schedule 1.1**, for use only by employees and vendors of Cirque (herein referred to as the "**Work Related Parking Spaces**"). Under no circumstances shall any of the Work Related Parking Spaces be used by patrons, customers or any other attendees (other than employees and vendors of Cirque) of the Show.

9. **PERMITS**

Cirque shall obtain and maintain, at its own cost and expense, all necessary permits, licenses and approvals required for the Permitted Use during the Occupation Period and the Licensor shall cooperate with Cirque in doing so. However, all permits or equivalent authorizations as may be required to support or confirm the representations and warranties made under Sections 1.1 and 1.2 hereof shall be applied for and obtained by the Licensor.

10. **PEACEABLE ENJOYMENT**

The Licensor agrees that Cirque, upon paying the Rent and observing and performing all the obligations herein contained, may quietly have, hold, enjoy and use the Site and the Parking Lot during the Occupation Period.

11. EXCLUSIVITY

The Licensor represents, warrants and covenants to Cirque that no other circus-type events will be performed on or from the Site during the Occupation Period and for at least three (3) months prior and after the Occupation Period.

12. COMPLIANCE

Cirque, in the performance of its activities hereunder, shall comply with all laws, ordinances, rules and regulations having jurisdiction over the Site and the Parking Lot. The Licensor, in the performance of its obligations hereunder, shall comply with all laws, ordinances, rules and regulations having jurisdiction over the Site and the Parking Lot.

13. LIENS

- 13.1 Cirque acknowledges and agrees that Cirque has no authority to, and that Cirque shall not cause or permit any lien or encumbrance of any kind to attach to the Site and the Parking Lot.
- 13.2 Should the Licensor create, cause or permit any lien or encumbrance of any kind to attach to the Site and the Parking Lot, the Licensor shall obtain a commitment from the beneficiary of such lien, in a form acceptable to Cirque, not to exercise any of its rights on Cirque's equipment and property.

14. LICENSOR'S ACCESS TO THE SITE

The Licensor shall have the right to enter upon the Site and the Parking Lot at all reasonable times and upon reasonable notice to Cirque.

15. SIGNS

Cirque shall be entitled to erect, at its own cost and expense, signs and banners on the Site. Cirque shall bear the cost of the installation, repair, maintenance and removal of any such signs and banners.

16. TICKETING

The Licensor acknowledges and agrees that Cirque may, in its sole and absolute discretion, choose and utilize any and all ticket agencies (collectively, the "**Ticket Agencies**") for the sale of tickets to the Show. The Licensor represents and warrants that Cirque's use of the Tickets Agencies as selected by Cirque will not conflict with any existing ticketing agreements to which the Licensor is party and the Licensor will not enter into or permit the entering into of, any agreements,

including any ticketing agreements that would conflict with Cirque's right to utilize any and all Ticket Agencies.

17. TRADEMARKS

The Licensors acknowledge that the name "**Cirque du Soleil**" and the title, logo, visuals and other marks of the Show are the sole and exclusive property of Cirque and its affiliates and are Cirque's or its affiliates' duly registered and established trade and service marks (collectively the "**Cirque Marks**"). The Licensors may not use such Cirque Marks for any purpose without Cirque's prior written approval, which may be withheld in Cirque's sole discretion.

18. UNION

No union contracts applicable to the Licensors, the Site or the Parking Lot will bind the Cirque or will interfere with Cirque's activities during the Occupation Period.

19. TERMINATION

19.1 **Termination by the Licensors** - In addition to its other rights at law, in equity or otherwise, the Licensors shall be entitled to terminate this Agreement without further notice, in which case Cirque shall forthwith vacate the Site and the Parking Lot upon the occurrence of any of the following events:

19.1.1 the failure by Cirque to comply with or perform any term, condition, covenant and to cure such event within seven (7) days after the Licensors gives Cirque written notice of such default;

19.1.2 any representation made or warranty given by Cirque hereunder shall prove to be untrue in any material respect;

19.1.3 the appointment of a receiver, receiver-manager, trustee, liquidator or custodian is duly appointed to administer all or a substantial part of the business of Cirque, which appointment is not vacated within thirty (30) days; or

19.1.4 the making by Cirque of a general assignment or attempted assignment for the benefit of creditors which has not been withdrawn within thirty (30) days of its filing or the filing by Cirque of a voluntary petition of bankruptcy or is petitioned into bankruptcy and such petition has not been dismissed, stayed or withdrawn within thirty (30) days of its filing.

In the event of Licensors terminating this Agreement as provided for above, or taking any legal or equitable action to enforce compliance by Cirque of the terms of this Agreement as a result of any event described in section 19.1, Cirque shall not be entitled to receive any compensatory or consequential damages.

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- 19.2 **Termination by Cirque** - In addition to its other rights at law, in equity or otherwise, Cirque shall be entitled to terminate this Agreement without further notice upon the occurrence of any of the following events:
- 19.2.1 the failure by Cirque to obtain any of the required permits, licenses, authorizations or consents for the Permitted Use;
- 19.2.2 the failure by the Lessor to comply with or perform any term, condition or covenant and to cure such event within seven (7) days after Cirque gives the Lessor written notice of such default;
- 19.2.3 any representation made or warranty given by the Lessor hereunder shall prove to be untrue in any material respect;
- 19.2.4 the appointment of a receiver, receiver-manager, trustee, liquidator or custodian is duly appointed to administer all or a substantial part of the business of the Lessor, which appointment is not vacated within thirty (30) days; or
- 19.2.5 the making by the Lessor of a general assignment or attempted assignment for the benefit of creditors which has not been withdrawn within thirty (30) days of its filing or the filing by the Lessor of a voluntary petition of bankruptcy or is petitioned into bankruptcy and such petition has not been dismissed, stayed or withdrawn within thirty (30) days of its filing.
- 19.3 In the event of Cirque terminating this Agreement prior to the beginning of the Occupation Period for any of the reasons set forth in Section 19.2 hereof, then Cirque shall have no obligation to pay to the Lessor any Rent which would have otherwise been payable but for the termination of the Agreement, and Cirque shall be entitled to recover from the Lessor any Rent paid prior to the effective termination date.
- 19.4 In the event of Cirque terminating this Agreement during the Occupation Period for any of the reasons set forth in Section 19.2 hereof, then the Rent to which the Lessor shall be entitled shall be reduced on the basis of the number of days during which Cirque occupied the Site prior to the effective termination date.
- 19.5 In the event of Cirque terminating this Agreement as provided for above, or taking any legal or equitable action to enforce compliance by Lessor of the terms of this Agreement as a result of any event described in sections 19.2.2 through 19.2.5, Cirque shall not be entitled to receive any compensatory or consequential damages.

20. INDEMNITY

- 20.1 Cirque hereby agrees to indemnify and hold harmless the Lessor, its affiliates and their respective directors, officers and employees from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable

legal fees, arising out of, or related to the breach by Cirque of any material representations or warranties or agreements made by Cirque in this Agreement and any personal injury or property damages arising out of or in connection with Cirque's use of the Site except to the extent that the cause is ascribable to any negligence or willful act or omission by the Licensor, and its employees.

- 20.2 The Licensor hereby agrees to indemnify and hold harmless Cirque, its affiliates and their respective directors, officers and employees from any and all claims (including personal injury or property damages), suits, expenses, damages or other liabilities, including reasonable legal fees, arising out of the breach by the Licensor of any of its obligations or representations or warranties made by the Licensor in this Agreement.
- 20.3 All representations, warranties and indemnities given under this Agreement shall survive the termination of this Agreement.

21. RETURN OF SITE

At the end of the Occupation Period or upon earlier termination of this Agreement, Cirque shall remove from the Site and the Parking Lot all tents, equipment and other personal property placed by it and return the Site and the Parking Lot to the Licensor in the same condition in which it was when Cirque first entered the Site and the Parking Lot, except for normal wear and tear and any destruction occasioned by an event of force majeure (as defined in Section 24 below). On the last day of the Occupation Period, a duly authorized representative of the Licensor and of Cirque shall together inspect the Site and the Parking Lot to evaluate their state. After such inspection, both representatives shall establish in writing any repair to be done by Cirque, the time schedule to perform such work and the inspection date of such work. If the Licensor is satisfied with the return condition of the Site and of the Parking Lot, the Licensor agrees to sign the release form attached as **Schedule 21** hereto.

22. SUBLEASING AND ASSIGNMENT

- 22.1 Cirque shall have no right to assign its rights hereunder or to sublease the Site and the Parking Lot, unless Cirque shall have obtained the prior written consent of the Licensor to such assignment or sublease, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, nothing in this Section 22 shall prevent Cirque from assigning or subleasing its rights hereunder, without the Licensor's consent, to any corporation which controls, is controlled by or is under the same control as Cirque.
- 22.2 The Licensor shall have the right to sell or otherwise transfer or dispose of the Site and the Parking Lot, or to assign this Agreement or any interest of the Licensor hereunder, provided that the purchaser or assignee assumes the Agreement and the obligations of the Licensor hereunder.

23. NOTICES

- 23.1 All notices, demands, consents, requests or waivers required or permitted to be given or made hereunder shall be in writing and shall be delivered by hand or mailed by prepaid registered mail or sent by fax, addressed:

if to the Licensor, as follows:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
Attention: Timothy Mayasich
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
Telephone: 651-266-2760
Fax: _____

With a copy to:

Ramsey County Attorney's Office
Attn: David MacMillan
Ramsey County Government Center West, Suite 560
50 West Kellogg Boulevard
St. Paul, MN 55102

if to Cirque, as follows:

CIRQUE DU SOLEIL
8400 2nd Avenue
Montreal (Quebec)
H1Z 4M6

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Attention: Director, Touring Sites Development, Tour Operations
Telephone: (514) 722-2324
Fax: (514) 723-6388

with a copy to :

Vice President, Legal Services
Cirque du Soleil Inc.
8400 2e Avenue
Montreal (Quebec)
H1Z 4M6
Telephone: (514) 722-2324
Fax: (514) 723-7617

Any such notice, demand, consent, request or waiver, if delivered, shall be deemed to have been given on the date of delivery, if mailed, on the third (3rd) business day following the date of mailing thereof as aforesaid and if sent by fax, on the first (1st) business day following the day of delivery thereof by fax. Either party may change its address, fax number or the name of the person indicated as the recipient by notice to the other in the manner aforesaid. In the event of interruption or threatened interruption in postal service, such notice shall be delivered addressed as aforesaid or sent by fax.

24. FORCE MAJEURE

In the event that the Site, or any portion thereof, shall be destroyed or damaged, prior to the commencement of the Occupation Period, by fire or other calamity so as to prevent the use of the Site for the Permitted Use, or if the Site cannot, at the commencement of the Occupation Period, be used for the Permitted Use due to strikes (other than strikes of Cirque's employees), acts of God, national emergency, or other events beyond the control of either of the parties hereto, then either party may terminate this agreement by written notice to the other at no charge or liability to either party. In the event Cirque has made any payment to the Licensor pursuant to Section 4, such payment shall be returned to Cirque.

25. MISCELLANEOUS

- 25.1 **Governing Law and Severability** - This Agreement shall be construed by and governed in accordance with the laws applicable in the State of Minnesota. If for any reason whatsoever any term, obligation or condition of this Agreement or the application thereof to any person or circumstance is to any extent held or rendered invalid, unenforceable or illegal, then such term, obligation or condition shall be deemed severable and divisible from the remainder of this Agreement and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Agreement or any part thereof and such term, obligation or condition shall continue to be applicable to and enforceable against any other person or circumstance other than those to which it has been held or rendered invalid, unenforceable or illegal.

- 25.2 **Waiver** - No waiver, whether written or tacit, of any remedy or provisions of the present agreement shall be deemed to constitute a waiver of any other provision hereof or a permanent waiver of the provision concerned, unless otherwise stated in writing by the party to be bound thereby.
- 25.3 **Extended Meanings** - Words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations. The descriptive headings are included only for the convenience of the parties and shall not be deemed to form part hereof.
- 25.4 **Independent Contractors** - Notwithstanding any provisions of this Agreement, nothing in this Agreement shall be construed as constituting Cirque the mandatory of the Licensor or as creating the relationship of principal and agent or of partnership or of joint venture or as creating any other relationship between the Licensor and Cirque other than that of licensor and user.
- 25.5 **Confidentiality** - Except as otherwise required by law and under reserve of Section 25.6 herein below, neither of the parties shall communicate to any third party the terms and conditions of this Agreement, including any financial consideration payable pursuant hereto.
- 25.6 **Publication of Agreement** - Upon the written request of Cirque, the Licensor undertakes to file, register or publish all of Cirque's rights pursuant to this Agreement in all relevant public registers and to provide Cirque with a certified statement of such filing.
- 25.7 **Entire Agreement** - This Agreement together with the Schedules referred to herein set forth the entire agreement and understanding between the parties concerning the use of Site and the Parking Lot. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Licensor or Cirque unless in writing and duly signed by Cirque and the Licensor.
- 25.8 **Accessory agreement and documents** - Each of the parties shall, at the request of the other, execute all such agreements, instruments and documents as shall be necessary to give effect to the present Agreement or to facilitate its application and execution.
- 25.9 **Counterparts** - The present agreement may be executed in one or more counterparts, each of which shall be deemed an original and such counterparts together shall constitute one and the same instrument.
- 25.10 **Successors and Assigns** - All rights and liabilities herein granted to or imposed upon the respective parties hereto extend to and bind the successors and assigns of the Licensor and the permitted successors and assigns of Cirque, as the case may be. No right, however, shall ensure to the benefit of

any assignee or successor of Cirque unless such successor or the assignment to such assignee has been made in accordance with Section 23 hereof.

25.11 **Currency** – All references to money and currency in this Agreement as well as the Fringe Lot License Agreement shall be deemed to mean the money and currency of the United States of America (e.g. all references to dollars herein shall mean U.S. dollars).

IN WITNESS WHEREOF, this Agreement has been executed on the ____ day of _____, 2009.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____
Name: _____
Title: Its Chair/Commissioner

CIRQUE DU SOLEIL AMERICA, INC.

By: _____
Sylvain Guimond
Director, Touring Sites
Development, Tour Operations

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

All that part of Blocks 72, 73, 75, 76, 77, 78, 79, 80, 84 and 85, Kittsons Addition, The Levee, Kellogg Boulevard, First Street f/k/a Conway Street, Water Street, Kittson Street, Neill Street, Willus Street, Locust Street, John Street, Olive Street and Pine Street as opened, not opened or vacated, all in the Southwest Quarter (SW¼) of Section Thirty-two (32), Township Twenty-nine (29), Range Twenty-two (22), and the Northwest Quarter (NW¼) of Section Five (5), Township Twenty-eight (28), Range Twenty-two (22), Ramsey County, Minnesota described as follows:

Beginning at a point on the Northeasterly line of vacated Broadway Street and its extension Southeasterly which bears South 34 degrees 28 minutes 05 seconds East on an assumed bearing a distance of 454.85 feet from the intersection of said Northeasterly line of vacated Broadway Street and the Southeasterly line of Kellogg Boulevard, said point being on a line approximately 25 feet Northwesterly or Westerly of the most Northwesterly rail of the trackage to the Southeast, and said line is hereinafter known as Line B; thence North 55 degrees 17 minutes 42 seconds East along said Line B a distance of 338.58 feet; thence Northeasterly along said Line B along a curve concave to the Southeast having a radius of 5,824.29 feet and a central angle of 1 degree 56 minutes 11 seconds a distance of 196.83 feet; thence North 57 degrees 13 minutes 53 seconds East along said Line B a distance of 103.76 feet; thence Northeasterly along said Line B along a curve concave to the Northwest having a radius of 6,066.68 feet and a central angle of 1 degree 55 minutes 16 seconds a distance of 203.41 feet; thence North 55 degrees 18 minutes 37 seconds East along said Line B a distance of 606.41 feet; thence Northeasterly along said Line B along a curve concave to the Northwest having a radius of 586.31 feet and a central angle of 71 degrees 08 minutes 30 seconds a distance 727.99 feet; thence North 11 degrees 26 minutes 12 seconds West along said Line B a distance of 112.08 feet to its intersection with the centerline of Kellogg Boulevard; thence South 55 degrees 40 minutes 57 seconds West along said centerline of Kellogg Boulevard a distance of 44.14 feet to the point of beginning of Line A, the Southeasterly line of that property described in Document Nos. 2263023 and 2313361; thence Southerly along said Line A along a non-tangential curve concave to the West having a radius of 622.44 feet and a central angle of 31 degrees 02 minutes 10 seconds, chord bearing South 2 degrees 14 minutes 37 seconds West, chord of 333.06 feet, a distance of 337.17 feet to a point of compound curve; thence Southwesterly along said Line A along a curve concave to the Northwest having a radius of 398.86 feet and a central angle of 37 degrees 33 minutes 02 seconds a distance of 261.40 feet; thence South 55 degrees 18 minutes 45 seconds West along said Line A a distance of 348.92 feet; thence Southwesterly along said Line A along a tangential curve, concave to the Northwest, having a radius of 946.37 feet and a central angle of 7 degrees 09 minutes 11 seconds a distance of 118.15 feet; thence South 62 degrees 27 minutes 51 seconds West along said Line A a distance of 379.75 feet; thence South 69 degrees 37 minutes 02 seconds West along said Line A a distance of 480.15 feet; thence South 76 degrees 46 minutes 12 seconds West along said Line A a distance of 284.84 feet to the point of termination of said Line A on the Northeasterly line of vacated Broadway Street, said point bearing South 34 degrees 28 minutes 05 seconds East a distance of 57.74 feet from the intersection of the Southeasterly line of Kellogg Boulevard and the Northeasterly line of vacated Broadway Street; thence South 34 degrees 28 minutes 05 seconds East along said Northeasterly line of vacated Broadway Street and its extension Southeasterly a distance of 397.11 feet to the point of beginning.

Together with the appurtenant easements contained in that certain Easement dated September 17, 1984, filed of record November 26, 1991, as Document No. 2625628.

Exhibit B

LEGAL DESCRIPTION OF PARKING LOT- WEST PARCEL

All that part of Blocks 61, 62, 63, 70, 71, 76, 77, 78, 79 and 80, Kittson's Addition, vacated alley in said Block 70, and vacated Pine Street, Olive Street, John Street, Locust Street, and Water Street lying within the following described line:

Commencing in the Northeasterly line of Block Four (4) Hopkins Addition which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes East along the Southerly line of vacated Broadway Street (being the Southerly line of vacated Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East for 42.91 feet to the point of beginning of the lines to be herein described; thence continuing North 77 degrees 07 minutes 25 seconds East 284.86 feet; thence North 69 degrees 58 minutes 15 seconds East for 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle of 0 degrees 50 minutes 53 seconds, long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East; thence North 34 degrees 07 minutes 49 seconds West 313.34 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 318.60 feet; thence continuing along said Southeasterly line South 56 degrees 44 minutes 08 seconds West 803.51 feet to the northeasterly line of vacated Broadway Street; thence South 34 degrees 05 minutes 48 seconds East along said Northeasterly line 57.71 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Abstract Property.

(PIN NO. 32-29-22-34-0011)

Exhibit B

LEGAL DESCRIPTION OF PARKING LOT- EAST PARCEL

All that part Of Blocks 68, 69, 70, 72, 73, 76 and 84, Kittson's Addition, Lots 1, 2, 3, and 4, Ewing and Chutes Subdivision of Lot 5 of said Block 69, vacated alleys in said Blocks 68, 69, 70 and vacated Willis Street (College Street), Neill Street, Kittson Street, First Street and Water Street lying within the following described lines:

Commencing in the Northeasterly line of Block 4, Hopkins Addition, which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes 00 seconds East along the Southerly line of vacated Broadway Street (being the Southerly line of Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East 327.77 feet; thence North 69 degrees 58 minutes 15 seconds East 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle 0 degrees 50 minutes 53 seconds, a long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East to the point of beginning of the lines to be herein described; thence continuing along a curve to the left 104.14 feet, delta angle of 6 degrees 18 minutes 17 seconds, a long chord of 104.08 feet bears North 58 degrees 49 minutes 04 seconds East; thence North 55 degrees 40 minutes 00 seconds East, for 348.92 feet; thence along a curve to the left having a radius of 398.86 feet, to which the last described course is tangent, 261.40 feet, delta angle of 37 degrees 32 minutes 59 seconds, a long chord of 256.75 feet bears North 36 degrees 53 minutes 25 seconds East to a point of compound curve; thence Northerly along a curve to the left having a radius of 622.44 feet, delta angle of 27 degrees 44 minutes 23 seconds, a long chord of 298.42 feet bears North 4 degrees 14 minutes 42 seconds East a distance of 301.35 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 880.92 feet; thence South 34 degrees 07 minutes 49 seconds East 313.34 feet to the point of beginning.

Together with an easement for access as contained in Document Number 2313361.

Subject to Boulevard and easements.

Ramsey County, Minnesota

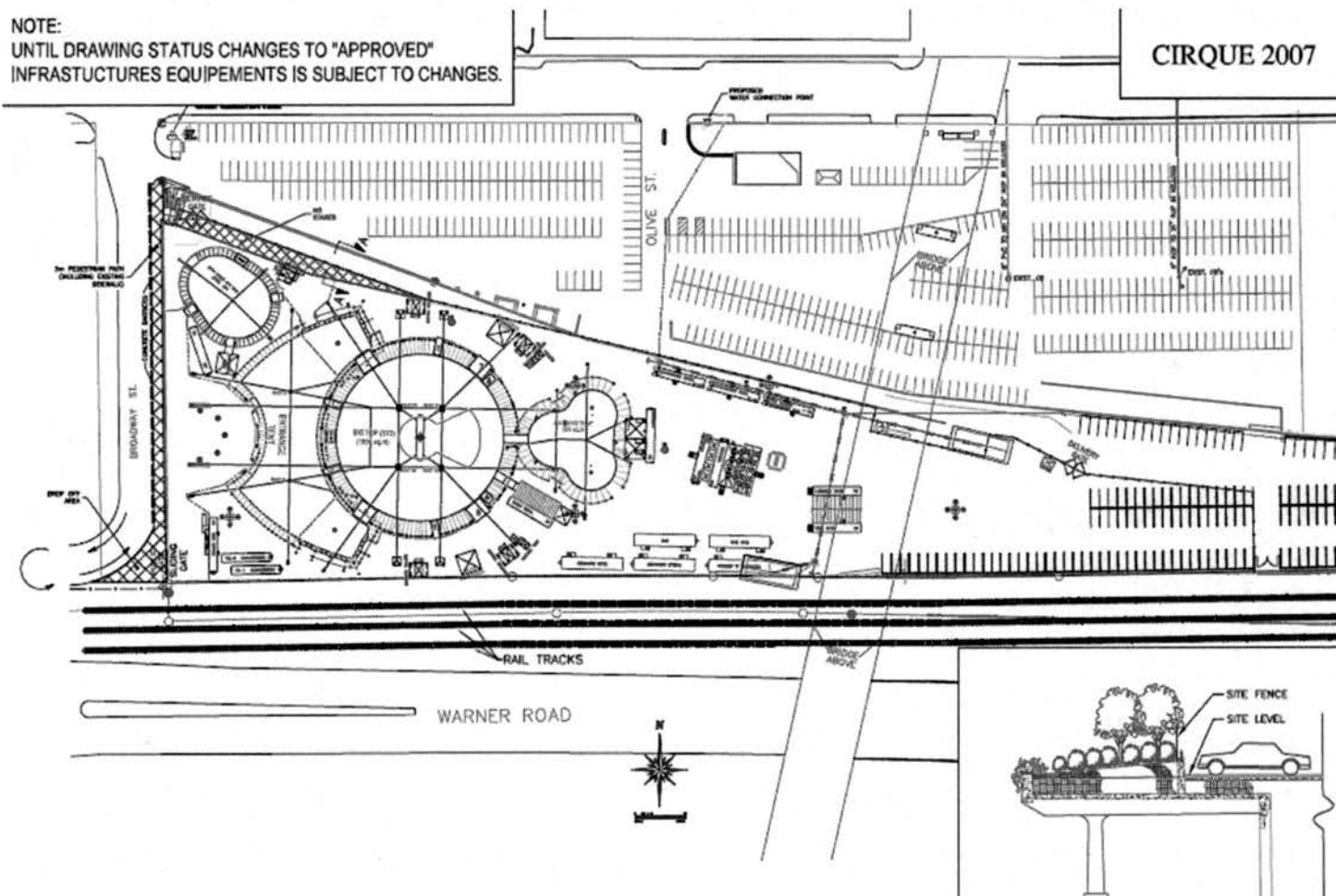
SCHEDULE 1.1

MAP OF SITE

See attached document

SCHEDULE 3.1.3
SITE PLAN

NOTE:
UNTIL DRAWING STATUS CHANGES TO "APPROVED"
INFRASTRUCTURES EQUIPEMENTS IS SUBJECT TO CHANGES.



SCHEDULE 7

CIRQUE'S WORK

A) SITE PREPARATION WORKS (from 1 to 19 June 2009)

- Installation of a temporary fence (minimum height of 6 feet / maximum height of 8 feet) with gates along the site perimeter.
- Provision and installation of a water connection point in the vicinity of the site. This connection will be from a hydrant on Kellogg Blvd. near the entrance to the General Event Parking across this lot to the Kooza SITE as shown on Schedule 3.1.3. This also includes as may be required, the installation of scaffolding.

The connection shall be capable to supply a minimal flow rate of 45 gallons per minute under a minimal pressure of 65 PSI. The flow shall be constant and regular. Water shall be potable.

- Provision and installation of a sewer connection point (minimal diameter of 4 inches) in the vicinity of the site. This connection will be from the sewer station at the SE corner of Kellogg and Broadway St. across the VIP Parking Spaces to the Kooza SITE as shown on Schedule 3.1.3.

This also includes as may be required, the installation of scaffolding.

- Cleaning and inspection of the existing storm drainage system.
- Removal of obstacles such as: bollards, small trees, bushes, park benches, trees, light poles and concrete bases (including its decommissioning) as shown on Drawing.
- Removal of splitter islands. Excavation and off-site disposal of the excavated material.
- Placement of compacted granular fill material within the splitter islands area.
- Installation of asphalt within the splitter islands to match the adjacent pavement.
- Installation of an asphalt pad within the Big Top (show area).
- Construction of one or two engineered anchoring system(s) for mast and funicular.
- Shallow excavation (~4 inches) at one mast location.
- Installation of sump pits as shown on Drawing.
- Identification and marking with spray paint on ground surface (once rendered to final grade) of all underground utilities and services within the site limits.

B) MARKING (from 20 to 24 June 2009)

- Installation of temporary asphalt curbs around the Big Top and concession tents. The curbs are designed for preventing run-off water to enter the tents.

- Installation of temporary asphalt ramps. The ramps are designed for pedestrian access to the tents and also to allow traffic over various cables, wires and hoses (electric, water, sewer, telecommunication, etc...).
- As may be required, asphalt repairs in paved areas.

C) SITE RESTORATION WORKS (from 12 to 21 August 2009)

- Removal of the temporary fence installed by Cirque.
- Removal of the temporary water and sewer connections installed by Cirque.
- Filling of stake holes (~1 200) with compacted sand and/or any suitable granular material. The upper 5cm is filled with hot mix or cold patch asphalt, or concrete where necessary.
- Removal and off-site disposal of the asphalt composing the curbs, ramps and asphalt pad in show area.
- Reinstatement in areas where sump pits were dug. This also includes the reinstatement at one mast location.
- Re-construction of concrete bases previously removed.
- Reinstatement of obstacles previously removed (bollards, small trees, bushes, park benches, trees and light poles (including its re-commissioning).
- Reinstatement of splitter islands.
- Asphalt repairs of damaged paved areas, as may be required.
- Housekeeping.
- Cleaning of paved areas with a power sweeper truck.

END OF DOCUMENT

SCHEDULE 21

RELEASE

I, the undersigned, a duly authorized representative of Ramsey County Regional Railroad Authority of Saint Paul, Minnesota (the "**Owner**"), acknowledge having inspected the site (the "**Site**") and the parking lot (the "**Parking Lot**") licensed for use to Cirque du Soleil America, Inc. ("**Cirque**") according to the license agreement between the Owner and Cirque dated _____, 2009 (the "**Agreement**") and declare that the Site and the Parking Lot have been returned to the Owner by Cirque in a satisfactory condition in accordance with the terms and conditions of the Agreement. Therefore, the Owner hereby waives all claims it may have against Cirque du Soleil in respect to the return condition of the Site and of the Parking Lot.

SIGNED on this _____ day of _____ 200 ____.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By:
(Print name)

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From: Sekora, Christopher [CSekora@PARKING.COM]
Sent: Friday, March 06, 2009 10:23 AM
To: Homolka, James
Subject: RE: Cirque Parking

James,

Based upon comps in the St Paul market we project a rate of \$20.00 for the Fringe Lot. The Fringe Lot (for the Cirque event) would be the equivalent of the surface lot across 7th Street to the west of the Xcel Energy Center. That lot charges \$25.00 for Wild games and large concerts.

The rate we charge will, to a certain extent, be determined by the event rates in the surrounding sub-market. We will watch pricing to the north and west of our property during the event.

Let me know if I can provide additional information.

Thanks
Chris

-----Original Message-----

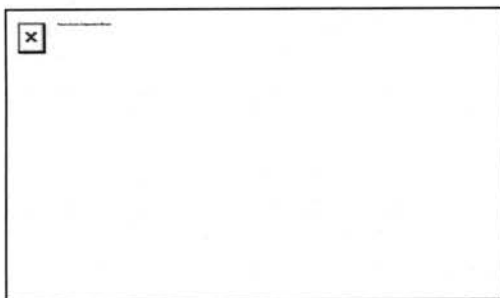
From: Homolka, James [mailto:james.homolka@CO.RAMSEY.MN.US]
Sent: Friday, March 06, 2009 10:10 AM
To: Sekora, Christopher
Cc: Ted.Brennan@cirquedusoleil.com; MacMillan, David; Mayasich, Timothy
Subject: Cirque Parking

Chris,

Per our previous phone conversation, could you make a professional recommendation on a fair market parking rate RCRRRA should not exceed for its' Kellogg and Broadway lot during Cirque?

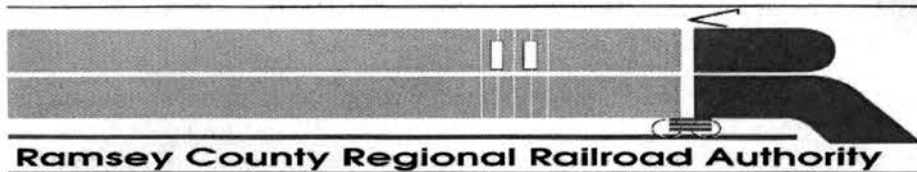
We have agreed to advise Cirque what we will charge their patrons for parking. As we are nearing the finalization of that document and I am preparing a memo for our Chairman, it would be helpful if you could make a recommendation at this time.

Please advise.



<<James Homolka.vcf>>

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6560 Ramsey County Government Center West
50 Kellogg Boulevard West
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

March 17, 2009

Immediately following the County Board Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the March 17, 2009 Board Meeting is presented for approval.

MINUTES of the January 20, 2009 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Approval of the I-94 Joint Powers Agreement

POLICY AGENDA

2. Support of a \$500 million request for the design and construction of Minnesota's portion of the St. Paul to Chicago High Speed Rail Corridor

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

January 20, 2009

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Bennett, Ortega, Parker, Reinhardt, Rettman, McDonough – 6. Absent: Carter - 1.

Chair McDonough called the meeting to order at 11:00 AM

AGENDA

Commissioner Parker moved approval of the Agenda of the January 20, 2009 Board Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 6. Nays – 0. Motion accepted.

MINUTES

Commissioner Parker moved approval of the Minutes from the January 6, 2008 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 6. Nays – 0. Motion accepted.

1. Overview of the Minnesota High Speed Passenger Rail Corridor Joint Powers Agreement

Chair McDonough said that the Regional Railroad Authority (RRA) is seeking approval for distributing a letter inviting eligible parties along the Minnesota High Speed Passenger Rail (HSR) Corridor to join a Joint Powers Agreement (JPA). This letter would include a copy of the draft JPA and be the initial step in starting the JPA process.

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Ortega.

Commissioner Rettman commented that when mentioning downtown St. Paul in the letters and the JPAs, they need to be consistent by saying the Union Depot in downtown St. Paul.

The amendment was accepted as friendly.

Commissioner Parker provided a quick update to the Board on Chicago's proposed use of the new University of Minnesota's (UMN) stadium as an Olympic venue for soccer games and how it could serve as a catalyst for implementing the HSR Corridor.

Commissioner Bennett confirmed that Chicago is proposing to use the UMN's new football stadium for the Olympic soccer games and said it is a good example for showing how HSR ties the two regions together. He also said it was discussed at the last LOCATE meeting that Amtrak, which will run the HSR, is already upgrading the tracks between Chicago and Milwaukee. He said St. Paul would be on a first leg and would conveniently connect the other regions together.

Commissioner Reinhardt commented that there is another point in the HSR JPA where the amended insertion needs to be made and asked that the RRA staff review the entire Agreement to assure that the mentioning of St. Paul is changed to the Union Depot in St. Paul throughout the document.

Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 6. Nays – 0. Motion accepted. (R09-06)

WHEREAS, The Midwest Regional Rail Initiative has identified a High Speed Rail corridor between the Twin Cities and Chicago; and

WHEREAS, the identified Corridor enters Minnesota at La Crescent and travels northwest along the Canadian Pacific Railway track to the Union Depot in downtown St. Paul; and

WHEREAS, Federal Funds have been authorized for the development of high speed rail corridors throughout the country; and

WHEREAS, the Minnesota Department of Transportation is developing a state rail plan that includes high speed passenger rail corridors; and

WHEREAS, local government involvement in corridor development and implementation is important to the successful implementation of high speed passenger rail in Minnesota; and

WHEREAS, a joint powers agreement has been drafted to allow for the multiple regional railroad authorities along the Corridor to cooperatively advocate for and analyze an integrated rail transportation system that includes passenger, high speed, commuter, and freight rail. Now, Therefore Be It

RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the Chair to distribute the draft agreement to the eligible parties, and be it further

RESOLVED, that the Chair is authorized to schedule a meeting with the eligible parties to finalize the agreement and its funding formula, and be it further

RESOLVED, that the final joint powers agreement and its funding formula be brought back to the Regional Railroad Authority for approval.

2. Overview of the I-94 Corridor Joint Powers Agreement

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Ortega.

Commissioner Rettman mentioned several points in the I-94 Corridor JPA and letter where the amended "Union Depot in downtown St. Paul" insert needed to be made. She also asked if the definition of the Interstate 94 (I-94) Corridor was going to exclude going to Hudson, WI and suggested that they be open to including Wisconsin.

Chair McDonough said the I-94 Corridor has always been defined as starting at the Union Depot and then it goes east, therefore the definition in the I-94 JPA would need to be changed from west to east.

Commissioner Parker suggested that, as they create the Joint Powers Board, they should include Wisconsin.

Commissioner Reinhardt commented that it is more inclusive to say that it goes east.

Chair McDonough commented that this is not the final document that would come back to them for approval, rather is the base from which the Ramsey and Washington County RRA staff can move forward and invite partners to join the JPA.

David MacMillan, Ramsey County Attorney, said the issue with going into Wisconsin is that it is a Joint Powers Agreement and the legality of it gets tricky at this point because of the interplay between the Regional Railroad Authority and Joint Powers Statutes.

Commissioner Bennett said he believes they are making a mistake and it will probably cause him to vote against it. He mentioned the loss of the Riverview Corridor and believes they should include the airport and Wisconsin in the I-94 Corridor JPA.

Commissioner Reinhardt noted that as originally envisioned the I-94 Corridor did not proceed west of downtown St. Paul. She stressed that for the purpose of bringing people in the I-94 Corridor together with a common interest it is important that it starts at the Union Depot and goes east. She said wording it this way implies that they want to partner with Wisconsin and offers the most flexibility in defining the Corridor as the Joint Powers Board is formed. She said this is the base from which they can proceed.

Commissioner Ortega agreed with Commissioner Reinhardt that while they need to maintain their greater vision of extending the I-94 Corridor further east, they need to compromise for now and start with what they have.

Commissioner Bennett commented that they should include the small pieces of adding the airport and Wisconsin connection and if they do not look at the whole piece it is not worth voting for.

Commissioner Reinhardt pointed out that if they have the JPA and it goes to the airport, it would mean that Hennepin County is part of the JPA. Then it would not be about starting from the Union Depot in St. Paul going east, but rather about Hennepin County. She knows most people would be in favor of including the airport because that is part of the bigger vision. However, for now they need to build on the joint partnership which is the intention of the JPA.

Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, McDonough – 6. Nays – Bennett – 1. Motion accepted. (R09-07)

Commissioner Rettman added that this is just the beginning and that there are still options for later changes.

Chair McDonough said there have been conversations at the staff level and at the Counties Transit Improvement Board (CTIB) about looking at the Riverview Corridor and getting it back into the picture.

WHEREAS, The I-94 Corridor currently carries over 130,000 vehicles a day at Trunk Highway 52 and 110,000 vehicles a day at I-694; and

WHEREAS, the Draft 2030 Transportation Policy Plan forecasts traffic and congestion to increase substantially by 2030 resulting in the entire length of I-94 from downtown St. Paul to the St. Croix River being congested; and

WHEREAS, the Draft 2030 Transportation Policy Plan identifies the I-94 Corridor as a transitway corridor in need of analysis; and

WHEREAS, this analysis is needed to identify how mobility can be maintained and improved in the Corridor; and

WHEREAS, transitway analysis has been completed on similar Ramsey County transitway corridors including the Red Rock and Rush Line by the Ramsey County Regional Railroad Authority and its partners; and

WHEREAS, this partnership has been formalized through joint powers agreements; and

WHEREAS, a joint powers agreement has been drafted to allow for the Washington County and Ramsey County regional railroad authorities along with Corridor cities and towns to advocate for and analyze the feasibility, environmental impacts, engineering, and construction of multi-modal transportation system that may include light rail, bus rapid, commuter rail, multi-use trails, and Intelligent Transportation Systems (ITS) along with the associated land use and development impacts. Now Therefore Be It

RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the Chair to distribute the draft agreement to the eligible parties, and be it further

RESOLVED, that the Chair is authorized to schedule a meeting with the eligible parties to finalize the agreement and its funding formula, and be it further

RESOLVED, that the final joint powers agreement and its funding formula be brought back to the Regional Railroad Authority for approval.

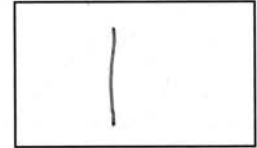
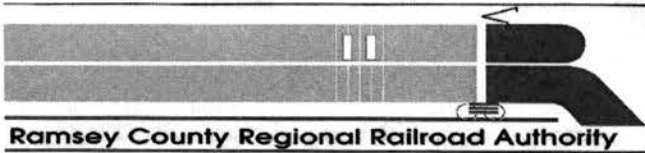
3. Ratification of Report of Contracts

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 6. Nays – 0. Motion accepted. (R09-08)

WHEREAS, Administrative Code 4.3.50A requires a report of all contracts approved by the County Manager; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the Quarterly Report of Contracts for the period of July 1, 2008 through December 31, 2008.

There being no further business, Chair McDonough declared the meeting adjourned at 11:20 AM.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 3/17/2009

Regional Railroad Authority Meeting Date:

SUBJECT: I-94 Corridor Joint Powers Agreement

EXECUTIVE SUMMARY

The I-94 Corridor is the eastern gateway to the Twin Cities carrying more than 130,000 vehicles a day at Trunk Highway 52 and 110,000 vehicles a day at I-694. The 2030 Transportation Policy Plan identifies the Corridor from downtown St. Paul to the St. Croix River as a congested corridor in 2030. To maintain and improve mobility in the corridor, transit improvements are needed.

On November 18, 2008, the Ramsey County Regional Railroad Authority directed staff to work with the Washington County Regional Railroad Authority to develop a joint powers agreement for the Corridor. This agreement has the purpose of establishing a joint powers board that will bring together the regional railroad authorities, cities, and township along the Corridor to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, and construction of a multi-modal transportation system that may include light rail, bus rapid, commuter rail, multi-use trails, and Intelligent Transportation Systems (ITS). The board will also analyze the land use and development impacts associated with the Corridor.

(Executive Summary is continued on the following page.)

ACTION REQUESTED

1. Approve the I-94 Corridor Joint Powers Agreement.
 2. Authorize the Chair and Chief Clerk to execute the I-94 Joint Powers Agreement.
 3. Authorize a payment in an amount not to exceed \$500,000 for RCRRA's share of the cost of the I-94 Joint Powers Agreement.
 4. Authorize the County Manager to make all necessary budget adjustments in a form approved by Budgeting and Accounting.
 5. Appoint Commissioner Victoria Reinhardt as the RCRRA's representative to the I-94 Corridor Commission.
- |

EXECUTIVE SUMMARY (Continued)

A draft of the I-94 Corridor Joint Powers Agreement (JPA) was presented to the Ramsey County Regional Railroad Authority on January 20, 2009, for review and input. Additionally, staff provided information on the anticipated expenses for the Corridor which included an Alternatives Analysis study estimated to cost \$1 million. The cost of this study would be split 50/50 between Washington and Ramsey County Regional Railroad Authorities as described in the JPA's funding article. Funds are available in the RCRRA administrative operating budget for the RCRRA's portion.

Following the January meeting, comments were received and incorporated into the JPA. The JPA has now been finalized and is being distributed to its eligible parties for approval. Adoption of this agreement by all eligible entities will provide the financial and policy support required to advance the I-94 Corridor.

SUBJECT: I-94 Corridor Joint Powers Agreement

ATTACHMENTS:

1. Draft Resolution Approving the I-94 Corridor Joint Powers Agreement and appointing the RCRRA's member to the I-94 Corridor Commission
2. Final I-94 Corridor Joint Powers Agreement

PREVIOUS ACTION:

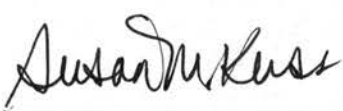
On November 18, 2008, staff was authorized to enter into discussions with staff from the Washington County Regional Railroad Authority to develop a joint powers agreement for the I-94 Corridor.

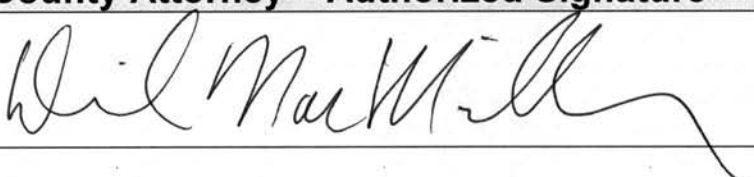
On January 20, 2009, staff provided the Regional Railroad Authority with an overview of the I-94 Joint Powers Agreement. Staff was directed to bring the Final Joint Powers Agreement back to the Regional Railroad Authority for approval.

COUNTY MANAGER'S COMMENTS:

SUBJECT: I-94 Corridor Joint Powers Agreement

Regional Railroad Authority – Authorized Signature	Date
	3-11-09

Budgeting & Accounting – Authorized Signature	Date
	3/11/09

County Attorney – Authorized Signature	Date
	3/11/09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: I-94 Corridor Joint Powers Agreement

Draft Resolution

1 WHEREAS, The I-94 Corridor currently carries over 130,000 vehicles a day at Trunk
2 Highway 52 and 110,000 vehicles a day at I-694; and
3

4 WHEREAS, The Draft 2030 Transportation Policy Plan forecasts traffic and congestion
5 to increase substantially by 2030 resulting in congestion/congestive conditions for the entire
6 length of I-94 from the Union Depot in downtown St. Paul to the St. Croix River; and
7

8 WHEREAS, The Draft 2030 Transportation Policy Plan identifies the I-94 Corridor as a
9 transitway corridor in need of analysis; and
10

11 WHEREAS, This analysis is needed to identify how mobility can be maintained and
12 improved in the Corridor; and
13

14 WHEREAS, Transitway analysis has been completed by the Ramsey County Regional
15 Railroad Authority and its partners on similar transitway corridors such as Red Rock and Rush
16 Line; and
17

18 WHEREAS, This partnership has been formalized through joint powers agreements; and
19

20 WHEREAS, A joint powers agreement has been drafted allowing the Washington and
21 Ramsey County Regional Railroad Authorities in partnership with Corridor cities and towns to
22 advocate for and analyze the feasibility, environmental impacts, engineering, and construction
23 of a multi-modal transportation system that may include light rail, bus rapid, ^{transit} commuter rail, multi-
24 use trails, Intelligent Transportation Systems (ITS) and associated land use and development
25 impacts along the corridor; Now, Therefore, Be It
26

27 RESOLVED, The Ramsey County Regional Railroad Authority approves the I-94
28 Corridor Joint Powers Agreement, and Be It Further
29

30 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair and
31 Chief Clerk to execute the I-94 Corridor Joint Powers Agreement, and Be It Further
32

33 RESOLVED, The Ramsey County Regional Railroad Authority authorizes a payment in
34 an amount not to exceed \$500,000 for its share of the cost of the agreement, and Be It Further
35

36 RESOLVED, Authorize the County Manager to make all necessary budget adjustments
37 in a form approved by Budgeting and Accounting, and Be It Further
38

39 RESOLVED, The Ramsey County Regional Railroad Authority hereby appoints
40 Commissioner Victoria Reinhardt as the I-94 Corridor Commission representative for 2009.
41

5

**JOINT POWERS AGREEMENT
ESTABLISHING THE
INTERSTATE 94 CORRIDOR COMMISSION**

THIS AGREEMENT, is entered into by and between the undersigned Regional Railroad Authorities, Cities, and Townships all being governmental units of the State of Minnesota, pursuant to the authority contained the Minn. Statutes §§471.59 and 398A.

WITNESSETH

WHEREAS, the Interstate 94 Corridor is defined as the transitway corridor originating at the Union Depot in downtown St. Paul and traveling east through Washington County with connections to other multi—modal transportation options; and

WHEREAS, the Interstate 94 Corridor has significant transportation safety, and land use issues; and

WHEREAS, there are opportunities for a variety of multi-modal transportation improvements to the Interstate 94 Corridor, including light rail transit, bus rapid transit or commuter rail along with multi-use trails, Intelligent Transportation Systems (ITS) and roadway improvements as related to the implementation of light rail transit, bus rapid transit or commuter rail; and

WHEREAS, the parties wish to collaboratively plan for multi-modal transportation improvements to the Interstate 94 Corridor and for the related land use and development impacts; and

WHEREAS, the Interstate 94 Corridor Commission intends to work collaboratively with the Minnesota Department of Transportation and the Metropolitan Council for the planning and development of light rail transit, bus rapid transit or commuter rail along with multi-use trails, Intelligent Transportation Systems (ITS) and roadway improvements as related to the implementation of light rail transit, bus rapid transit or commuter rail in the Interstate 94 Corridor.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties hereto agree to as follows:

ARTICLE 1.

DEFINITIONS

Unless context otherwise requires, the terms defined in this section shall have the meanings stated herein:

Agreement means this Joint Powers Agreement as it now exists and as it may hereafter be amended.

Commission (I-94 Corridor Commission) shall mean the Joint Powers body established hereby

Party or Parties shall mean any Regional Railroad Authorities, Cities or Townships identified in Article 6 of this Agreement as signatories to this Agreement.

Financial Parties shall mean the financial party or parties so identified in Article 6 of this Agreement.

Interstate 94 (I-94) Corridor shall be defined as the Interstate 94 transportation corridor originating at the Union Depot in downtown St. Paul and traveling east through Washington County.

Member shall mean an individual appointed to the Commission as provided in Article 4 of this Agreement.

Quorum shall mean a majority of members, provided such majority includes at least two (2) Financial Members as defined in the Agreement. A quorum shall not be found if fewer than two (2) Financial Members are present.

ARTICLE 2.

PURPOSE

The purpose of this Agreement is to form a joint powers board under the provision of Minnesota Statutes Section 471.59 and 398.A to enable the parties to cooperatively analyze the feasibility, environmental impacts, engineering, and construction of multi-modal transportation improvements in the I-94 Corridor including light rail transit, bus rapid transit commuter rail along with multi-use trails, Intelligent Transportation Systems (ITS), roadway improvements as related to the implementation of light rail transit, bus rapid transit or commuter rail and the associated land use and development impacts. These activities may include but not be limited to the acquisition and management of federal, state, and local funding in conjunction with the Minnesota Department of Transportation and the Metropolitan Council, and may perform any responsibilities delegated by the Commissioner of Transportation or Metropolitan Council Chair subject to the conditions that sufficient funds are received.

The Parties will communicate and coordinate the Commission's activities as necessary with private corporations, state agencies, counties, municipalities, the Federal Transit Administration, other regulatory, planning, and funding agencies, and other stakeholders for advancement of the Commission's purposes.

The method of accomplishing the purpose of this Agreement is the establishment of a Joint Powers Board to provide a mechanism whereby the Parties jointly address the stated purposes.

ARTICLE 3.

TERM

This Agreement shall be effective (the Effective Date) and the joint powers board established herein may commence exercising the powers and authorized in this Agreement on the day that the Agreement has been approved by resolution and duly executed by the Ramsey County Regional Railroad Authority and the Washington County Regional Railroad Authority by action of their governing boards. This Agreement shall remain in full force and effect until terminated by the Parties pursuant to Article 10 of the Agreement.

ARTICLE 4.**JOINT POWERS BOARD**

- A. There is hereby created a Joint Powers Board as a public entity, to be known as the I-94 Corridor Commission. The Commission shall be an entity separate from its member Parties and shall not be deemed an agent or partner of the member Parties and the member Parties shall not be liable for the actions of the Commission. The Commission shall have full authority to exercise all powers stated herein.
- B. The Commission shall consist of one Member and one alternate appointed through resolution by a Party for an initial term commencing with the execution of this Agreement until January 15, 2010. Each Member or alternate must be a member of the governing body, commission, or council which appoints him or her, and must remain so during his or her term.
- C. After January 15, 2010, the governing body, commission, or council shall appoint by resolution its member and alternate for one year terms. In the event that any Member or alternate shall not have been appointed by January 15 in any year, the incumbent Member shall serve until a successor has been appointed. Removal of any Member or alternate during the term for which the Member has been appointed may be done at any time but shall be done only by resolution of the appointing governing body, commission, or council, or automatically if the Member ceases to be a member of the Party which appointed him or her.

ARTICLE 5.**VOTING**

Board voting shall be as follows: Each Financial Party Member receives three (3) votes and each non-Financial Party Member receives one (1) vote.

- A. In the event that the appointed Member is not present at the meeting, their alternate may cast all of their Party's allocated votes.
- B. All actions of the Board require both a simple majority vote of the Members present and a simple majority vote of the Financial Members present. However, for all actions involving the expenditure of funds and adoption of the budget, a simple majority of the whole Board plus a unanimous vote of all Financial Members is required.

ARTICLE 6.**MEMBERSHIP**

The government units that are eligible for participation in this Commission upon adoption of this agreement by resolution and duly executed by their respective governmental units on or before December 31, 2009 include:

- A. Financial Parties
 - a. Ramsey County Regional Railroad Authority

- b. Washington County Regional Railroad Authority
- B. Non-financial Parties
 - a. City of St. Paul
 - b. City of Maplewood
 - c. City of Landfall
 - d. City of Oakdale
 - e. City of Woodbury
 - f. City of Lake Elmo
 - g. City of Afton
 - h. City of Lakeland
 - i. Town of West Lakeland
- C. If an entity identified in this Article 6 does not elect to become a Party by December 31, 2009, it may do so thereafter by amendment to this Agreement pursuant to Article 11 hereof.
- D. Following the initial term, Commission Members' terms shall commence on January 15 of a calendar year and end on January 14 of the next succeeding year, or until a successor is appointed.

ARTICLE 7.

POWERS OF COMMISSION

The Commission has such authority as is necessary and proper to make all decisions to carry out its purpose as described in Article 2. Such powers shall be subject to the provisions of Minn. Stat. § 471.59 and 398A and will include, but not be limited to, any or all of the following:

- A. Adopt an annual budget, together with a statement of the sources of funding and an estimated amount required of each Financial Party.
- B. Enter into transactions, including contracts or leases, required in furtherance of this Agreement and statutory mandate and enforce such transactions to the extent available in equity or at law. The contracting and purchasing requirements of one of the Financial Parties designated by the Commission shall apply hereto. The Commission may approve any contract relating to this Agreement up to the amount approved in the annual budget and may authorize the Chair of the Commission to execute those contracts.
- C. Have the power to adopt such by-laws that it may deem necessary or desirable for the conduct of its business. Such by-laws shall be consistent with this Agreement and any applicable laws or regulations. The by-laws may provide for the appointment of ex officio, non-voting members to the Board by the Commission. Approval of the by-laws shall be in accordance with Article 5 of this Agreement.
- D. Apply for and accept gifts, grants and loans of money, other property, or assistance from the United States government, the State of Minnesota, or any person, corporation, partnership, association, or agency public or private for any of its purposes; enter into any

agreement in connection therewith to hold, use and dispose of such money, other property; and assistance in accordance with the terms of the gifts, grants, or loans relating thereto.

- E. Acquire and hold such real and personal property as may be required to accomplish the purposes of this Agreement and, upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- F. Employ agents and employees, and to fix the compensation and all other terms and conditions of employment thereof.
- G. Incur debts, liabilities, or obligations which do not constitute a debt of any of the Parties. The Joint Powers Board does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the Parties. The obligations or other forms of indebtedness must be issued in the same manner as would apply to one of the Financial Parties.
- H. Enter into agreements and non-binding memoranda of understanding between the Commission and the United States government, the State of Minnesota, or any person, corporation, partnership, association, or agency public or private in accordance with applicable law.
- I. Sue and be sued in its own name.

All powers granted herein shall be exercised by the Commission in accordance with the legal requirements applicable to the regional railroad authorities.

ARTICLE 8.

OFFICERS, EMPLOYEES, AND SERVICES

A. Chair and Vice-Chair

The Commission shall elect a Chair and Vice-Chair at its first regular meeting each year. The Chair and Vice-Chair shall consist of at least one Financial Party member. The Chair and Vice-Chair shall be elected by the Commission for a term of one (1) year. The Chair shall preside at all meetings of the Commission, may establish such committees as may be needed from time to time and shall perform other duties and functions as may be determined by the Commission. The Vice-Chair shall assume the duties of the Chair during the absence of the Chair and perform such other duties as may be determined by the Commission. If both the Chair and Vice-Chair are absent, the Commission may elect a temporary Chair to conduct its business, provided a quorum is present. Election of a temporary chair shall be by a simple majority vote of the quorum.

B. Executive Committee

The Commission may establish an Executive Committee of the Commission consisting of the representative of each Financial Member. The Executive Committee shall develop and make recommendations to the Commission regarding the ongoing responsibilities of

the Commission and shall have such other duties as set forth in the Commission's by-laws.

C. Staff

Any Party may provide staff support to the Commission subject to the approval of the Commission.

D. Vacancies

If an appointment of any Member or alternate is vacated before the end of his or her term, the vacancy shall be filled by appointment by the appropriate Party pursuant to Articles 4 and 6 of this Agreement. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist.

E. Meetings

The Commission shall meet at regular intervals at such times and places as the Commission shall establish in its by-laws. Special meetings may be held on reasonable notice by the Chair or any two members upon terms and conditions as the Commission may determine and that conform to the Minnesota Open Meeting Law, Minn. Stat. § 13D.

F. Committees

The Commission may establish standing committees of the Commission by providing for such committees by resolution. The Chair may establish ad hoc committees of the Commission.

ARTICLE 9.

FUNDING

It is understood by the Parties that the activities and duties of the Commission are to be funded primarily by grant monies from the United States Government, the State of Minnesota or any other association or agency. Nevertheless, the Financial Parties identified in this Agreement agree to provide funding, if necessary, for the feasibility, environmental impacts, engineering, and construction of a multi-modal transportation improvement in the I-94 Corridor including light rail transit, bus rapid transit, commuter rail, multi-use trails, and Intelligent Transportation Systems (ITS) along with the associated land use and development impacts, and administrative expenses of the Commission (to the extent not covered by grant funds), and other items deemed necessary to facilitate development of the corridor. The Financial Parties will establish an initial budget. The Financial Members contribution to the initial budget and all subsequent budgets shall be allocated as follows:

50%	Ramsey County Regional Railroad Authority
50%	Washington County Regional Railroad Authority

Each Financial Party shall pay its appropriate initial contribution to the regional railroad authority acting as fiscal agent of the Commission within sixty (60) days of the Commission approving a budget.

A. Annual Budget

For the calendar year next following the calendar year in which the Effective Date occurs and all subsequent years, the Commission shall establish and approve a budget. Each Financial Member shall be assessed for its proportionate share of the budget according to the schedule established above. The Commission shall establish its first budget within sixty (60) days of the commencement of the Commission.

B. Financial Members' Budget Approval

Adoption of the budget and any other matter requiring expenditure of funds shall be in accordance with Article 5 of this Agreement.

C. Contribution Date

Except for any initial contribution required by this Agreement, assessments made under the provisions of this article shall be paid by each Financial Party by January 15 of each year. The initial contribution shall be made within sixty (60) days of the adoption of the budget pursuant to Article 7(A) hereof.

D. Budgeting, Accounting, Fiscal Agent, and Other Services

The Commission may contract with any Party to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the Commission and otherwise act as the Commission's fiscal agent. Such services shall include, but not be limited to, management of all funds, including contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the Party so selected shall apply to transactions of the Commissions. Such Party shall identify the staff person to work as liaison with the Commission.

E. Accountability for Funds

All funds shall be accounted for according to generally acceptable accounting principles. A report on all receipts and disbursements shall be forwarded to the Commission on an annual basis. The Parties have the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established Commission funds shall be credited back to that same fund.

ARTICLE 10.

WITHDRAWAL AND TERMINATION

A. Withdrawal

Any Party may withdraw from this Agreement upon 90-days prior written notice evidenced by resolution of the Party's governing body to the Commission. In the event of withdrawal by any Party, this Agreement shall remain in full force and effect as to all remaining Parties.

B. Effect of Withdrawal, Disposition of Property, Funds, and Obligations

A Financial Party withdrawing from this Agreement shall, prior to such withdrawal, pay the full amount of any unpaid assessments to the Commission as defined in Article 9. A Party withdrawing from this Agreement shall not receive a distribution of property or

funds until such time as this Agreement is terminated by all Parties pursuant to this Article 10. Such disposition of property shall be in accordance with the provisions of Section D of this Article 10.

Any Financial Party withdrawing shall be liable for any assessment in the year in which the withdrawal becomes final only for the period in such year that the Financial Party remains a party. The Financial Party's assessment shall not exceed the sum of one-twelfth (1/12th) the full assessment multiplied by the number of months or fractions thereof in the year during which the party remains a party.

C. Termination

This Agreement shall terminate upon the occurrence of any one of the following events:

- a. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- b. When all of the Financial Parties agree, by resolution adopted by the respective governing bodies, to terminate this Agreement and all obligations of the Commission shall have been paid or otherwise defeased in full.

D. Disposition of Property and Funds

At such time as this Agreement is terminated, any property interest remaining in the Commission, following discharge of all obligations owed by the Commission shall be disposed of and the proceeds of the property shall be returned to the Parties in proportion to their contribution.

E. Effect of Withdrawal of Financial Party on Budget

In the event a Financial Party withdraws, the unpaid assessment allocable to such member in the year of withdrawal and subsequent years shall be reallocated to the remaining Financial Party.

ARTICLE 11.

MISCELLANEOUS

A. Amendments

This Agreement may be amended by unanimous agreement of the Parties as evidenced by resolutions adopted by the respective governing bodies.

B. Records, Accounts, and Reports

The Commission shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Commission shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5. The Commission, within one hundred twenty (120) days after the close of each fiscal year which shall be January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the Parties.

C. Counterparts

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

D. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

E. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements relating to the Commission.

F. Alternative Dispute Resolution

In the event of a dispute arising under this Agreement, the Parties and the Commission agree to attempt to resolve their dispute by following the process described below:

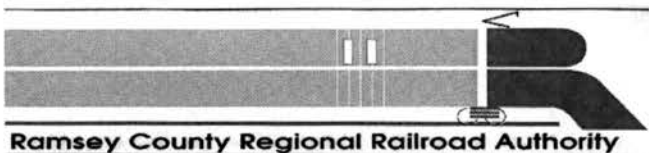
- a. A Party shall provide written notice to the Commission describing perceived conflict, positions, and underlying reasons.
- b. The Commission shall provide written response to notice within seven (7) days of receipt of notice.
- c. The Parties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
- d. At the first meeting, the neutral facilitator will assist the Parties in identifying the appropriate Parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
- e. In developing the process, the parties will be guided by the following principles:
 - i. the Parties will attempt in good faith to reach a negotiated settlement;
 - ii. the Parties agree that there must be fair representation of the parties directly involved in the dispute;
 - iii. the Parties will use legal proceedings as a last resort; and

- iv. in the event the Parties are unable to resolve the dispute, each Party retains all rights, remedies, or defenses it had prior to entering the process.
- f. The parties will report to the Commission within 60-days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

G. Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation shall be in State district court located within the County of Ramsey, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota. If any provision of this agreement is invalid, illegal, or unenforceable the remaining provisions will not be affected.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written below.



2

REQUEST FOR ACTION

Type of Agenda: ☒ Policy ☐ Discussion
☐ Administrative ☐ Information

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: **3-17-09**

SUBJECT: Support of a \$500 million request for the design and construction of Minnesota's portion of the St. Paul to Chicago High Speed Rail Corridor

EXECUTIVE SUMMARY

On October 19, 2008, President Bush signed the Railroad Safety and Enhancement Act which authorized Amtrak and provided significant funding for passenger rail throughout the country. The bill provided the first funding for developing High Speed Rail within certain designated corridors throughout the Country. One of those corridors is the St. Paul to Chicago connection on Canadian Pacific Railway Corridor that enters Minnesota at La Crescent and travels northwest to St. Paul's Union Depot. Since the passage of this bill, counties along the St. Paul to Chicago Corridor have met to discuss ways to advance high speed rail initiatives along the route. A Joint Powers Agreement has been drafted which will formalize the Minnesota High Speed Rail Commission. This Commission will be vital to securing funding from the Economic Recovery and Investment Act that was signed by President Obama on February 17, 2009. This bill provides \$8 billion for the implementation of High Speed Rail and \$1.3 billion for Amtrak.

(Executive Summary is continued on the following page.)

ACTION REQUESTED

1. Support a request of \$500 million for the design and construction of High Speed Rail from the Union Depot in St. Paul to La Crescent along the Federally Designated High Speed Rail Corridor, including a study of a possible connection to Minneapolis.
2. Authorize the submittal of an application for funding to the Minnesota Department of Transportation for \$500 million.
3. Support the submittal of a joint High Speed Rail request from the Minnesota and Wisconsin Departments of Transportation to the Federal Railroad Administration for the completion of High Speed Rail from St. Paul to Madison and Milwaukee as part of the larger St. Paul to Chicago High Speed Rail Corridor.

EXECUTIVE SUMMARY, Continued

In order to access Economic Recovery funds, an application must be submitted by a state, group of states, or Amtrak to the Federal Railroad Administration. Discussions have taken place with state legislators on a potential state request which culminated in the sending of a letter on February 24 from those legislators to members of the Minnesota federal delegation asking for their support of a \$500 million request for design and construction of Minnesota's portion of the St. Paul to Chicago High Speed Rail Corridor. Additionally, the letter requested funding for a study of a possible connection to Minneapolis and that Minnesota pursue a partnership with Wisconsin in the submittal of this application including the provision of additional funding for the La Crosse to Milwaukee portion of the St. Paul to Chicago High Speed Rail Corridor.

Prior to Minnesota submitting applications for funding, the State, through its Department of Transportation, is requesting project sponsors to submit funding requests. As a project sponsor the Ramsey County Regional Railroad Authority will submit a request for this High Speed Rail Corridor.

SUBJECT: Support of a \$500 million request for the design and construction of Minnesota's portion of the St. Paul to Chicago High Speed Rail Corridor

ATTACHMENTS:

Minnesota Legislator letter requesting federal support for the \$500 million high speed rail request.

PREVIOUS ACTION:

On November 18, 2008, staff was authorized to enter into discussions with staff from Dakota, Goodhue, and Washington County Regional Railroad Authorities so that a joint powers agreement could be drafted for the St. Paul to Chicago High Speed Rail Corridor in Minnesota.

On January 20, 2009, staff presented an overview of the Draft Minnesota High Speed Rail Corridor Joint Powers Agreement for review and comment.

COUNTY MANAGER'S COMMENTS:

Due to time constraints associated with this item, immediate action is requested.

SUBJECT: Support of a \$500 million request for the design and construction of Minnesota's portion of the St. Paul to Chicago High Speed Rail Corridor

Regional Railroad Authority – Authorized Signature	Date
	3-11-09

Budgeting & Accounting – Authorized Signature	Date
	3/11/09

County Attorney – Authorized Signature	Date
	3/11/09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approval of Resolution supporting a \$500 million request for the design and construction of Minnesota's portion of the St. Paul to Chicago High Speed Rail

Draft Resolution

1 WHEREAS, The Midwest Regional Rail Initiative has identified a High Speed Rail
2 corridor between the Twin Cities and Chicago; and
3

4 WHEREAS, the identified Corridor is federally designated and enters Minnesota at La
5 Crescent and travels northwest along the Canadian Pacific Railway track to the Union Depot in
6 downtown St. Paul; and
7

8 WHEREAS, the Economic Recovery and Investment Act provides \$8 billion for the
9 implementation of High Speed Rail; and
10

11 WHEREAS, accessing this funding requires an application be submitted by a state,
12 group of states, or Amtrak; and
13

14 WHEREAS, the Minnesota Department of Transportation is requesting project sponsors
15 to submit potential stimulus projects for their review and support; and
16

17 WHEREAS, the Ramsey County Regional Railroad Authority is a project sponsor for
18 High Speed Rail; and
19

20 WHEREAS, a request will need to be submitted to the Minnesota Department of
21 Transportation; and
22

23 WHEREAS, Corridor legislators recently sent a letter to members of Minnesota's federal
24 delegation seeking their support for a \$500 million request to design and construct the
25 Minnesota portion of the High Speed Rail corridor from the Union Depot in St. Paul to Chicago
26 including a study of a possible connection to Minneapolis; and
27

28 WHEREAS, the success of this request could be substantially increased if was
29 submitted in partnership with Wisconsin; and
30

31 WHEREAS, all efforts to develop this dual proposal with the State of Wisconsin should
32 be explored by legislators, the State of Minnesota, and project sponsors. Now Therefore Be It
33

34 RESOLVED, that the Ramsey County Regional Railroad Authority supports a request of
35 \$500 million for the design and construction of High Speed Rail from the Union Depot in St. Paul
36 to La Crescent along the federally designated High Speed Rail Corridor, including the study of a
37 possible connection to Minneapolis, and be it further
38

39 RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the
40 submittal of an application for funding to the Minnesota Department of Transportation for \$500
41 million, and be it further
42

43
44 RESOLVED, that the Ramsey County Regional Railroad Authority supports the submittal
45 of a joint High Speed Rail request from the Minnesota and Wisconsin Departments of
46 Transportation to the Federal Railroad Administration for the completion of High Speed Rail
47 from St. Paul to Madison and Milwaukee as part of the larger St. Paul to Chicago High Speed
48 Rail Corridor.

5



February 24, 2009

Senator Amy Klobuchar
302 Hart Senate Office Bldg.
Washington D.C. 20510

Congresswoman Betty McCollum
1714 Longworth Bldg.
Washington D.C. 20515

Congressman Keith Ellison
1122 Longworth Bldg.
Washington, D.C. 20515

Congressman Tim Walz
1722 Longworth Bldg.
Washington, D.C. 20515

Congressman Erik Paulsen
126 Cannon Bldg.
Washington, D.C. 20515

Dear Senator Klobuchar and Representatives McCollum, Ellison, Walz, and Paulsen:

Thank you for your strong leadership in securing passage of the *American Recovery and Reinvestment Act of 2009*. We understand the great benefit that the major investments in this law will have on critical infrastructure and job creation in our state and across the nation. We are particularly appreciative of your work with the Obama Administration to invest \$8 billion in intercity High Speed Rail service, and ask for your formal support of the federally designated High Speed Rail corridor in Minnesota. Funding for this vital corridor represents a "shovel ready" investment, because it utilizes existing rail right of way.

As you know, Minnesota is part of the Midwest Regional Rail Initiative/Chicago Hub Network, one of 10 federally designated High Speed corridors under section 1010 of the Intermodal Surface Transportation Act of 1991 (ISTEA) and Section 1103(c) of the Transportation Efficiency Act for the 21st Century (TEA-21). In Minnesota, this corridor crosses into Minnesota from LaCrosse, Wisconsin at LaCrescent and proceeds through Winona, Red Wing, St. Paul's Union Depot, and possibly Minneapolis.

We understand that within 60 days, the U.S. Secretary of Transportation will submit a strategic plan for high speed rail deployment to the U.S. House and Senate Appropriations Committees, with interim guidance being issued within 120 days, and time is of the essence. Further, we believe that it is important for Minnesota to submit the strongest proposal possible; therefore, we are encouraging the Minnesota Department of Transportation to submit a joint Midwest Regional Rail proposal with the Wisconsin Department of Transportation. To the extent that it may assist this project, we ask that you work with your colleagues in Wisconsin to support this joint effort.

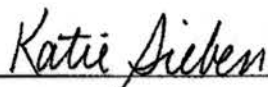


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First and foremost, we request the full \$500 million needed to construct Minnesota's portion of the federally-designated route from LaCrescent to the Union Depot in St. Paul. In addition, we plan to request funds to study the option of continuing the route onto Minneapolis at this time, and the future development of the line into other regions of the state. We ask that you support us in these efforts. We feel it is prudent that our state take full advantage of these short-lived stimulus dollars by studying how this line can best serve Minnesota's regional and statewide passenger rail system.

We commend your vision and your focus on generational investments in the *American Recovery and Reinvestment Act of 2009*. We strongly believe that this law presents a major opportunity to put Minnesotans back to work while providing a cost-effective and environmental way to move people. We look forward to working with you to bring High Speed Rail to Minnesota.

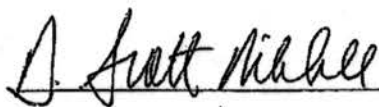
Sincerely:



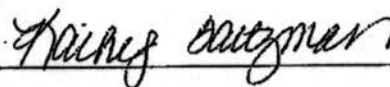
Senator Katie Sieben



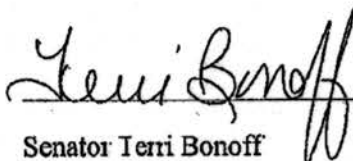
Senator Steve Murphy



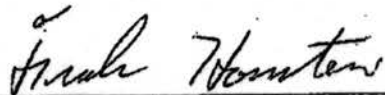
Senator Scott Dibble



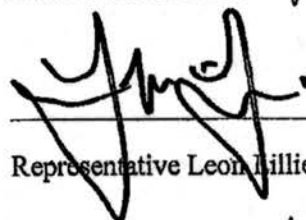
Senator Kathy Saltzman



Senator Terri Bonoff



Representative Frank Hornstein



Representative Leon Billie



Representative Alice Hausman



Representative Linda Slocum



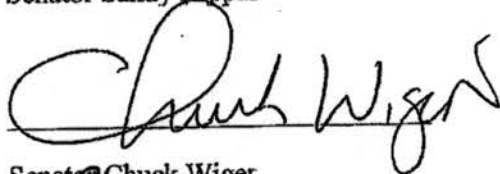
Representative Karla Bigham



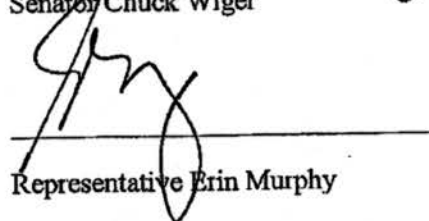
Senator Sharon Erickson Ropes



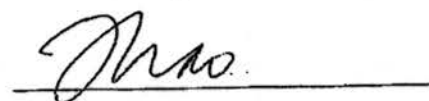
Senator Sandy Pappas



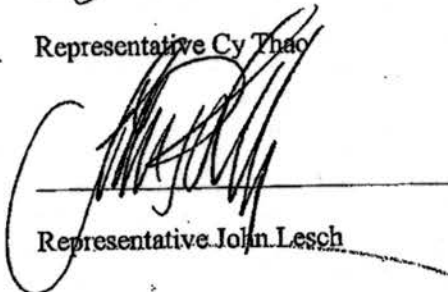
Senator Chuck Wiger



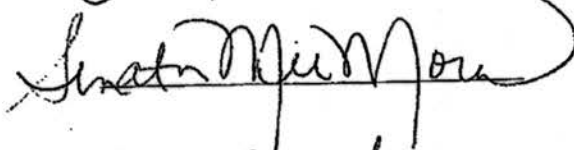
Representative Erin Murphy

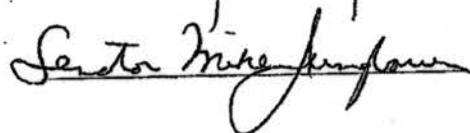


Representative Cy Thao



Representative John Lesch



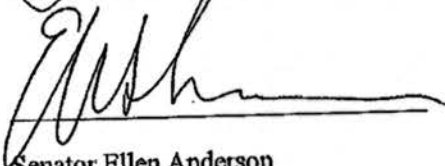




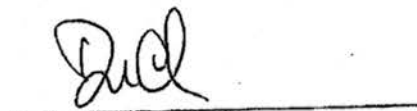




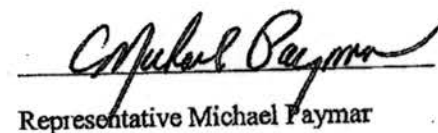
Senator Jim Metzger



Senator Ellen Anderson



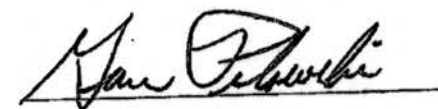
Senator Dick Cohen



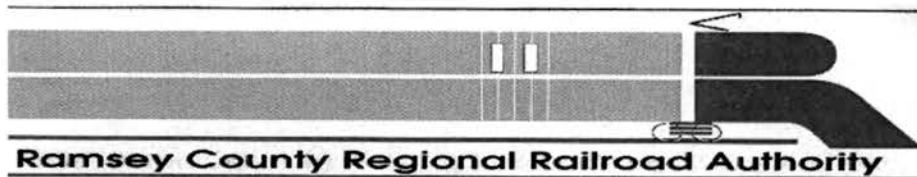
Representative Michael Paymar



Representative Carlos Mariani



Representative Gene Pelowski



6560 Ramsey County Government Center West
50 Kellogg Boulevard West
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

January 20, 2009

Immediately following the County Board Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the January 20, 2009 Board Meeting is presented for approval.

MINUTES of the January 6, 2009 Board Meeting is presented for approval.

POLICY AGENDA

1. Overview of the Minnesota High Speed Passenger Rail Corridor Joint Powers Agreement
2. Overview of the I-94 Corridor Joint Powers Agreement

ADMINISTRATIVE AGENDA

3. Ratification of Report of Contracts

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

January 6, 2009

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: none.

Chair McDonough called the meeting to order at 9:58 AM

AGENDA

Commissioner Parker moved approval of the Agenda of the January 6, 2009 Board Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. Motion accepted.

MINUTES

Commissioner Carter moved approval of the Minutes from the December 16, 2008 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. Motion accepted.

1. 2009 Ramsey County Regional Railroad Authority Officer Elections/Appointments

Chair McDonough confirmed with the County Attorney that the 2009 Regional Railroad Authority Officer appointments would actually be elections for Chair, Vice Chair, Secretary and Treasurer.

Following the recommendation of the County Attorney, Commissioner Parker nominated Commissioner Jim McDonough as Chair of the Ramsey County Regional Railroad Authority, seconded by Commissioner Rettman. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. Motion accepted. (R09-01)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Jim McDonough to serve as Chair of the Ramsey County Regional Railroad Authority for the year 2009.

Commissioner Reinhardt nominated Commissioner Jan Parker as Vice Chair of the Ramsey County Regional Railroad Authority, seconded by Commissioner Ortega. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. Motion accepted. (R09-02)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Jan Parker to serve as Vice Chair of the Ramsey County Regional Railroad Authority for the year 2009.

Commissioner Reinhardt nominated Commissioner Tony Bennett as Secretary of the Ramsey County Regional Railroad Authority, seconded by Commissioner Parker. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. Motion accepted. (R09-03)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Tony Bennett to serve as Secretary of the Ramsey County Regional Railroad Authority for the year 2009.

Commissioner Parker nominated Commissioner Toni Carter as Treasurer of the Ramsey County Regional Railroad Authority, seconded by Commissioner Ortega. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. Motion accepted. (R09-04)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Toni Carter to serve as Treasurer of the Ramsey County Regional Railroad Authority for the year 2009.

Commissioner Rettman pointed out that in the draft resolution she is identified as the Northstar Corridor liaison for 2009, however, at its Annual Organizational Meeting earlier that morning, the County Board appointed Commissioner Reinhardt as the representative and appointed Commissioner Rettman as the alternate liaison to the Northstar Corridor.

It was agreed that the appointment change should be reflected in the resolution.

Commissioner Reinhardt moved approval of the resolution as amended, seconded by Commissioner Ortega.

Commissioner Bennett asked if the resolutions would be rewritten separately as an election of officers and appointments to standing committees.

Commissioner Reinhardt clarified that her motion covered the approval of appointments to the standing Regional Railroad Authority committees as listed in the resolution, including the proposed amendment covering the Northstar Corridor.

Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.
Motion accepted. (R09-05)

WHEREAS, The Board of Ramsey County Commissioners organized a regional railroad authority pursuant to Minnesota Statutes Chapter 398A by Resolution 87-230 in April, 1987; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Rush Line Task Force for 2009:

Victoria Reinhardt, Representative
Jan Parker, Alternate

And Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Red Rock Corridor for 2009:

Jim McDonough, Representative
Janice Rettman, Alternate

and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Robert Street Corridor for 2009:

Rafael Ortega, Representative
Tony Bennett, Alternate

And Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint Rafael Ortega as the Central Corridor Partnership representative for 2009; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2009:

Jan Parker, Representative
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint Tony Bennett and Rafael Ortega as the LOCATE representatives for 2009; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint Jim McDonough as the Midwest High Speed Rail Association representative for 2009:

And Be It Finally

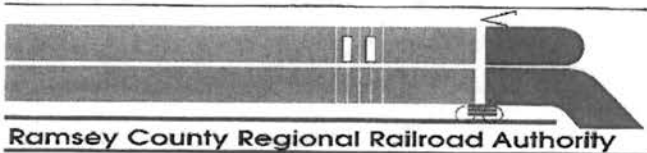
RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northstar Corridor for 2009:

Victoria Reinhardt, Representative
Janice Rettman, Alternate

Chair McDonough thanked the Commissioners for their support of him as Regional Railroad Authority Chair and said it was a busy year for Ramsey County and the metropolitan area. For 2009, the Full Funding Grant Agreement on the Central Corridor will be their first priority. He commended the Board for their hard work with the transit issues, transit corridors and the vision they have maintained for the Union Depot to be the connector of all the corridors. This vision is being recognized regionally as the final part to the community and he thanked the Commissioners for advocating for Ramsey County's position.

Commissioner Reinhardt also thanked the Commissioners for their commitment and collaborative work and thanked Chair McDonough for the tremendous leadership he provided to the Regional Railroad Authority. She added they will soon make an appointment to the I-94 Corridor, as they are in the process of putting it together

There being no further business, Chair McDonough declared the meeting adjourned at 10:06 AM.



3

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 1/20/2009

Regional Railroad Authority Meeting Date: _____

SUBJECT Ratification of Report of Contracts

EXECUTIVE SUMMARY

A report of contracts approved by the County Manager for the period of July 1, 2008 through December 31, 2008 is attached.

ACTION REQUESTED

Approve the report of contracts for the period of July 1, 2008 through December 31, 2008.

SUBJECT: Ratification of Report of Contracts

ATTACHMENTS:

1. Proposed resolution
2. Quarterly reports of contracts for the period of July 1, 2008 through December 31, 2008

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

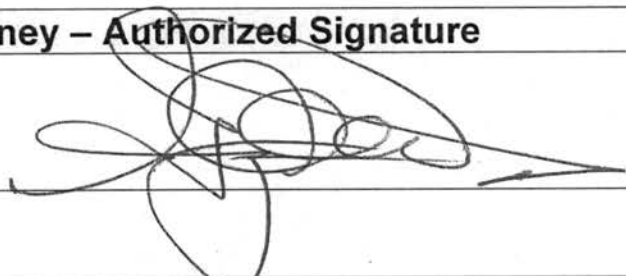
The RCRRA requires ratification of the report of contracts approved by the County Manager citing Administrative Code 4.3.50A, which requires a report of all contracts approved by the County Manager.

2

SUBJECT: Ratification of Report of Contracts

Regional Railroad Authority – Authorized Signature	Date
	1/13/09

Budgeting & Accounting – Authorized Signature	Date
	1/14/09

County Attorney – Authorized Signature	Date
	1/15/09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

1 WHEREAS, Administrative Code 4.3.50A requires a report of all contracts approved by
2 the County Manager; Now, Therefore, Be It

3
4 RESOLVED, The Ramsey County Regional Railroad Authority hereby approves
5 the Quarterly Report of Contracts for the period of July 1, 2008 through December 31,
6 2008.
7

REPORT OF CONTRACTS PURSUANT TO RESOLUTION R98-34

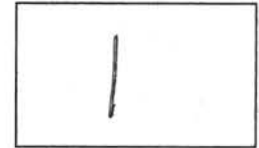
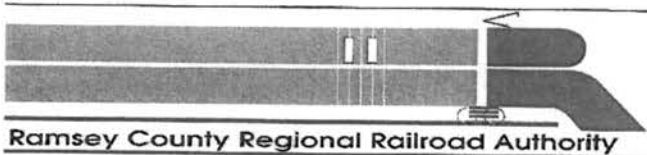
QUARTER ENDING September 30, 2008

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT
RRA 798	Lockridge Grindal Nauen P.L.L.P.	01-Jul-08	\$32,619.39	Amendment to extend agreement through 6/30/2009 and to set the maximum amount for the extension period. Provide federal lobbying services.

REPORT OF CONTRACTS PURSUANT TO RESOLUTION R98-34

QUARTER ENDING December 31, 2008

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT
RRA 707	URS Corporation	23-Dec-08	-----	Amendment to extend end date from 12/31/2008 to 6/30/2009. Provide conceptual engineering and environmental assessment services for the Union Depot.
RRA 827	Thompson Coburn LLP	23-Dec-08	\$25,000.00	Provide legal assistance (focusing on the Federal requirements applicable) to the Regional Rail Authority in connection with the development of a multi-modal transit facility at Union Depot in St Paul and the development of the Central Corridor light rail transit project. Agreement is for the period of 1/1/2009 through 12/31/2009.
RRA 828	McGrann, Shea, Anderson, Carnival, Straughn & Lamb, Chartered	23-Dec-08	\$48,000.00	Amendment to extend end date from 12/31/2008 to 12/31/2009 and set maximum amount for 2008. Provide legislative services.
N/A	Metropolitan Council	23-Dec-08	-----	Regional Railroad Authority will provide in-kind traffic engineering services for the Central Corridor Light Rail Transit Project.



REQUEST FOR ACTION

Type of Agenda: ☒ Policy ☐ Discussion
☐ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 1/20/2009

Regional Railroad Authority Meeting Date:

SUBJECT: Overview of the Minnesota High Speed Passenger Rail Corridor Joint Powers Agreement

EXECUTIVE SUMMARY

On October 19, 2008, President Bush signed the Railroad Safety and Enhancement Act which authorized Amtrak and provided significant funding for passenger rail throughout the country. The bill provided the first funding for developing High Speed Rail within certain designated corridors throughout the Country. One of those corridors is the St. Paul to Chicago connection on Canadian Pacific Railway Corridor that enters Minnesota at La Crescent and travels northwest to St. Paul's Union Depot. Since the passage of this bill, Counties along the St. Paul to Chicago Corridor have met to discuss ways to advance high speed rail initiatives along the route. With the Counties' endorsement, a Joint Powers Agreement has been drafted which will formalize the Minnesota High Speed Passenger Rail Corridor Commission. The purpose of this Commission will be to bring together the multiple regional railroad authorities along the corridor to cooperatively advocate for and analyze an integrated rail transportation system that includes passenger, high speed, commuter, and freight rail.

Staff from Ramsey and Washington County Regional Railroad Authorities have lead the drafting of the Joint Powers Agreement. Staff is seeking input on the Draft from the Regional Railroad Authority and authorization for the Chair to distribute the agreement to other eligible parties for their review. Following the initial review by all parties, a meeting will be scheduled to finalize the JPA along with a cost sharing formula. Staff is anticipating a \$50,000 budget, which will be split based upon the final cost sharing formula with the other eligible Regional Railroad Authorities. Funds for the Ramsey County portion are available in the RCRRA administrative operating budget. The Final JPA, it will be brought to the Regional Railroad Authority for approval.

ACTION REQUESTED

Staff will provide an overview on the Draft Minnesota High Speed Passenger Rail Corridor Joint Powers Agreement and provide Commissioners with a timeline for the Agreement's implementation prior to seeking authorization from the Board for the Chair to distribute the Joint Powers Agreement to eligible parties.

SUBJECT: Overview of the Minnesota High Speed Passenger Rail Corridor Joint Powers Agreement

ATTACHMENTS:

Draft Minnesota High Speed Passenger Rail Corridor Joint Powers Agreement
Draft Minnesota High Speed Passenger Rail Corridor Joint Powers Agreement distribution letter

PREVIOUS ACTION:

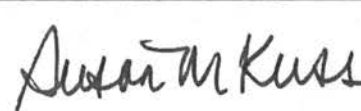
On November 18, 2008 staff was authorized to enter into discussions with staff from Dakota, Goodhue, and Washington County Regional Railroad Authorities to draft a Joint Powers Agreement for the St. Paul to Chicago High Speed Rail Corridor in Minnesota.

COUNTY MANAGER'S COMMENTS:

The Board Action is being requested to gather Regional Railroad Authority input on the development of the final Minnesota High Speed Passenger Rail Corridor Joint Powers Agreement. Additionally, the Board will be requested to authorize the Chair to distribute the agreement to other eligible parties. Following receipt of comments, a meeting will be organized to bring together all parties interested in adopting the Joint Powers Agreement. The final language of the Joint Powers Agreement and its funding formula will be drafted at the meeting. The final document will then be distributed to all eligible parties for final approval. The final JPA will be brought to the Rail Authority for final approval.

SUBJECT: Overview of the Minnesota High Speed Passenger Rail Corridor Joint Powers Agreement

Regional Railroad Authority – Authorized Signature	Date
	1/14/09

Budgeting & Accounting – Authorized Signature	Date
	1/14/09

County Attorney – Authorized Signature	Date
	1/15/09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Overview of the Minnesota High Speed Passenger Rail Corridor Joint Powers Agreement

Draft Resolution

1 WHEREAS, The Midwest Regional Rail Initiative has identified a High Speed Rail
2 corridor between the Twin Cities and Chicago; and

3
4 WHEREAS, the identified Corridor enters Minnesota at La Crescent and travels
5 northwest along the Canadian Pacific Railway track to the Union Depot in downtown St.
6 Paul; and

7
8 WHEREAS, Federal Funds have been authorized for the development of high
9 speed rail corridors throughout the country; and

10
11 WHEREAS, the Minnesota Department of Transportation is developing a state
12 rail plan that includes high speed passenger rail corridors; and

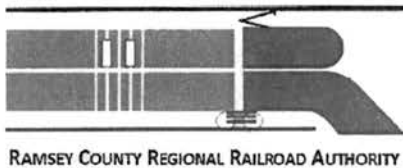
13
14 WHEREAS, local government involvement in corridor development and
15 implementation is important to the successful implementation of high speed passenger
16 rail in Minnesota; and

17
18 WHEREAS, a joint powers agreement has been drafted to allow for the multiple
19 regional railroad authorities along the Corridor to cooperatively advocate for and
20 analyze an integrated rail transportation system that includes passenger, high speed,
21 commuter, and freight rail. Now, Therefore Be It

22
23 RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the
24 Chair to distribute the draft agreement to the eligible parties, and be it further

25
26 RESOLVED, that the Chair is authorized to schedule a meeting with the eligible
27 parties to finalize the agreement and its funding formula, and be it further

28
29 RESOLVED, that the final joint powers agreement and its funding formula be
30 brought back to the Regional Railroad Authority for approval.
31



Washington
County



January, 2009

Chair,
County Regional Railroad Authority

High Speed Passenger Rail Joint Powers Agreement

Dear:

On October 19, 2008, President Bush signed the Railroad Safety and Enhancement Act which authorized Amtrak and provided significant funding for passenger rail throughout the country. The bill provided the first funding for developing High Speed Rail within certain designated corridors throughout the Country. One of those corridors is the St. Paul to Chicago connection on Canadian Pacific Railway Corridor that enters Minnesota at La Crescent and travels northwest to St. Paul's Union Depot. Since the passage of this bill, Counties along the Twin Cities to Chicago Corridor have met to discuss ways to advance high speed rail initiatives along the route. With the Counties' endorsement, Ramsey and Washington County Regional Railroad Authorities drafted a joint powers agreement (JPA) to formalize a Minnesota High Speed Passenger Rail Corridor Commission. A copy of the Draft JPA is being distributed to each eligible party for their review. Following the receipt of comments on the draft JPA, a meeting will be organized to finalize the JPA. Following this meeting, all eligible parties will be requested to adopt the JPA.

As a Regional Railroad Authority or City along the federally designated Chicago to Twin Cities High Speed Rail Corridor we request that you review and comment on this Draft Joint Powers Agreement (JPA). Establishment of a JPA is one of the initial steps necessary to position Minnesota for the receipt of federal funds. As drafted, this JPA will provide its members with the opportunity to join together and speak with one voice on issues concerning Corridor advocacy and analysis. Additionally, this JPA will be a significant step forward in allowing Minnesota to begin to catch up to other Midwestern states like Wisconsin, Illinois, and Michigan that have already initiated the development of their high speed rail corridors and requested the federal funds for their construction.

The timely organization of the Minnesota High Speed Passenger Rail Commission, created by the establishment of this JPA, is of added significance given the upcoming legislative session, the drafting of the next federal six-year transportation bill, and the \$100 million Midwest Interstate Passenger Rail Commission request for Minnesota as part of a federal economic stimulus package. Because of these opportunities to advance the Corridor, we ask that you provide an indication on whether or not your Regional Railroad Authority is interested in becoming a party to the JPA along with any comments you have on the agreement by February 13, 2009. Please provide this information to Michael Rogers of the Ramsey County Regional Railroad Authority, or Ted Schoenecker of Washington County. Their contact information is included at the end of this letter.

Ramsey County Regional Rail Authority
6560 Ramsey County Government Center West
50 West Kellogg Boulevard • St. Paul, MN 55102
(651) 266-2760 • FAX (651) 266-2761

Washington County Regional Railroad Authority
11660 Myeron Road North
Stillwater, MN 55082
(651) 430-4300 • FAX (651) 430-4350

5

Page 2 of 2
High Speed Rail Letter
January, 2009

Following the receipt of comments, a meeting will be organized to bring together all those interested in adopting the Joint Powers Agreement (JPA). At this meeting the JPA will be finalized along with its funding formula so it can be distributed for approval.

To aid eligible parties in their timely review of this Joint Powers Agreement, staff from the Ramsey and Washington County Regional Railroad Authorities will be available to assist you. We look forward to continuing to work with you to advance High Speed Passenger Rail in Minnesota.

If you have any questions, or would like the assistance of either of our staff please contact Michael Rogers, Senior Transportation Planner Ramsey County Regional Railroad Authority at 651-266-2773, michael.rogers@co.ramsey.mn.us, or Ted Schoenecker, Washington County Transportation Manager at 651-430-4319, ted.schoenecker@co.washington.mn.us.

Sincerely,

Jim McDonough
Chair, Ramsey County RRA

Myra Peterson
Chair, Washington County RRA

Enc.

c: County Administrator
Julie Kleinschmidt, Ramsey County Administrator
Jim Schug, Washington County Administrator
Tim Mayasich, Director, Ramsey County RRA
Don Theisen, Director Washington County Public Works/County Engineer
County Engineer/Public Works Director
Mike Rogers, Senior Transportation Planner, RCRRA
Ted Schoenecker, Transportation Manager, Washington County

6

**JOINT POWERS AGREEMENT
ESTABLISHING THE
MINNESOTA HIGH SPEED PASSENGER RAIL CORRIDOR COMMISSION**

THIS AGREEMENT, is entered into by and between the undersigned Regional Railroad Authorities, Counties, and Cities, all being governmental units of the State of Minnesota, pursuant to the authority contained in the Minn. Statutes §§471.59 and 398A.

WITNESSETH

WHEREAS, the Minnesota High Speed Rail Corridor (Corridor) is defined as a Canadian Pacific railway corridor from La Crescent to St. Paul, Minnesota traveling along the Mississippi River; and

WHEREAS, the Minnesota High Speed Rail Corridor will connect Minnesota to Chicago, and the greater Midwest Regional Rail System, a 3,000 mile, nine-state high speed rail network advocated for by the Midwest Interstate Passenger Rail Commission (MIPRC), and

WHEREAS, the MIPRC estimated that connecting Minnesota to the Midwest Regional Rail System would generate over 1,500 permanent jobs and \$1.2 billion in user benefit to Minnesota, and

WHEREAS, the identified economic benefits will not be achieved without high speed rail, and

WHEREAS, there are opportunities to build upon these economic benefits via a variety of rail transportation improvements to the corridor, including passenger rail, high speed rail, and commuter rail, and

WHEREAS, investments in the Corridor provide the opportunity to simultaneously advance other rail projects, and

WHEREAS, the implementation of rail improvements allows for the maximization of public resources, and

WHEREAS, the communities along the Corridor wish to collaboratively plan for the multiple rail transportation improvements and for the related land use and development impacts to maximize the public investment.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herefrom, the parties agree as follows:

7

ARTICLE 1.

DEFINITIONS

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this agreement have the meanings herein stated:

Agreement means this Joint Powers Agreement as it now exists and as it may hereafter be amended.

Commission (Minnesota High Speed Passenger Rail Corridor Commission) shall mean the joint powers board herein established.

Party shall mean any Regional Railroad Authority, County, or City identified in Article 6 of this Agreement as eligible to participate in this Agreement and which approves and executes this Agreement.

Financial Party shall mean any financially contributing Regional Railroad Authority or County.

Minnesota High Speed Passenger Rail Corridor shall be defined as the Canadian Pacific Railway corridor from La Crescent to St. Paul, Minnesota traveling along the Mississippi River.

Passenger Rail shall mean an electric or diesel powered railway that connects multiple regions and the cities in between. Service is focused on moving people between regional centers at speeds not exceeding 90 miles per hour.

High Speed Rail shall mean an electric or diesel powered railway that travels in excess of 90 miles per hour and connects metropolitan regions together.

Commuter Rail shall mean an electric or diesel powered railway operating on existing or abandoned railway corridors connecting commuters to job centers. The service provided will be focused in the 'peak' commuting periods, but could include off-peak and special event service.

Member shall mean an individual appointed to the Commission as provided in Article 4 of this Agreement.

ARTICLE 2.

PURPOSE

The purpose of this Agreement is to form a joint powers board under the provisions of Minnesota Statutes Section 471.59 and 398.A to enable the Parties to cooperatively advocate for, analyze the feasibility, environmental impacts, engineering, construction, and operation of an integrated rail transportation system in the Minnesota High Speed Passenger Rail Corridor that includes passenger, high speed, commuter, and freight rail along with the associated land use and development impacts. These activities may include but not be limited to the acquisition and management of federal, state, and local funding in

conjunction with the Minnesota Department of Transportation and the performance of any responsibilities delegated by the Commissioner of Transportation subject to the conditions that sufficient funds are received.

The Parties will communicate and coordinate the Commission's activities as necessary with Canadian Pacific Railway, Burlington Northern Santa Fe Railway, Union Pacific Railway, Amtrak, state agencies, counties, municipalities, the Federal Railroad Administration, other regulatory, planning, and funding agencies, tribal authorities, and other stakeholders for advancement of the Commission's purposes.

The method of accomplishing the purpose of this Agreement is the establishment of a Joint Powers Board to provide a mechanism whereby the Parties jointly address the need for enhanced rail transportation along the Corridor.

ARTICLE 3.

TERM

This Agreement shall be effective (the Effective Date) and the joint powers board established herein may commence exercising the powers authorized in this Agreement on the date that the Agreement has been approved by resolution and duly executed by the Regional Railroad Authorities of Ramsey, Washington, Dakota, and Goodhue Counties by action of their governing boards. This Agreement shall remain in full force and effect until terminated by the Parties pursuant to Article 10 of the Agreement.

ARTICLE 4.

JOINT POWERS BOARD

- A. There is hereby created a Joint Powers Board as a public entity, to be known as the Minnesota High Speed Passenger Rail Commission. The Commission shall be an entity separate from its member Parties and shall not be deemed an agent or partner of the member Parties and the member Parties shall not be liable for the actions of the Commission. The Commission shall have full authority to exercise all powers stated herein.
- B. The Commission shall consist of one Member and one alternate appointed by a Party for an initial term commencing with the execution of this Agreement until January 15, 2010. Each Member or alternate must be a member of the governing body, commission, or council which appoints him or her, and must remain so during his or her term.
- C. Thereafter, each Member and alternate shall be appointed for one-year terms, beginning January 15, by resolution of the governing body, commission, or council. In the event that any Member or alternate shall not have been appointed by January 15 in any year, the incumbent Member shall serve until a successor has been appointed. Removal of any Member or alternate during the term for which the Member has been appointed may be done at any time, but shall be done only by resolution of the appointing governing body, commission, or council.

9

ARTICLE 5.**VOTING**

Board voting shall be allocated so that each Financial Party receives two (2) votes and each Party that is not a Financial Party receives one (1) vote.

- A. In the event that the appointed Member is not present at a meeting, their alternate may cast all of their Party's allocated votes.
- B. All actions of the Board require the following:
 - a. A simple majority vote of the Board
 - b. A simple majority vote of the Financial Members present
 - c. A simple majority vote of the Ramsey, Washington, Dakota, and Goodhue County Regional Railroad Authorities.

A simple majority is defined as more than fifty percent (50%) of the Parties present at a meeting.

ARTICLE 6.**PARTIES**

The government units that are eligible for participation in this Commission upon adoption of this agreement by their respective governmental units on or before December 31, 2009 include:

- A. Financial Parties:
 - a. Dakota County Regional Railroad Authority
 - b. Goodhue County Regional Railroad Authority
 - c. Houston County Regional Railroad Authority
 - d. Olmsted County Regional Railroad Authority
 - e. Ramsey County Regional Railroad Authority
 - f. Wabasha County Regional Railroad Authority
 - g. Winona County Regional Railroad Authority
- B. Non-Financial Parties:
 - a. City of Cottage Grove
 - b. City of Dakota
 - c. City of Dover
 - d. City of Eyota
 - e. City of Goodview
 - f. City of Hastings
 - g. City of Kellogg
 - h. City of La Crescent
 - i. City of Lake City
 - j. City of Lewiston
 - k. City of Minneiska
 - l. City of Minnesota City

10

- m. City of Newport
- n. City of Red Wing
- o. City of Rochester
- p. City of St. Charles
- q. City of St. Paul
- r. City of St. Paul Park
- s. City of Stockton
- t. City of Utica
- u. City of Wabasha
- v. City of Winona

- C. An entity identified in this Article 6 which does not elect to become a Party by December 31, 2009, may become a Party only by amendment to this Agreement pursuant to Article 11 hereof.
- D. Additional parties may become members of the Commission by amendment to the Agreement pursuant to Article 11 hereof.
- E. Following the initial term, Commission membership terms shall commence on January 15 of a calendar year and end on January 14 of the next succeeding year, or until a successor is appointed.

ARTICLE 7.

POWERS OF COMMISSION

The Commission has such authority as is necessary and proper to make all decisions to carry out its purpose as described in Article 2. Such powers shall be subject to the provisions of Minn. Stat. § 471.59 and 398.A and will include, but not be limited to, any or all of the following powers to the extent provided by law or not otherwise limited by this Agreement.

- A. Adopt an annual budget, together with a statement of the sources of funding and an estimate of the amounts required of each Financial Party.
- B. Enter into transactions, including contracts or leases, required in furtherance of this Agreement and statutory mandate, and enforce such transactions to the extent available in equity or at law. The contracting and purchasing requirements of the Commission's designated fiscal agent as identified in Article 9 D. The Commission may approve any contract relating to this Agreement up to the amount approved in the annual budget, and may authorize the Chair of the Commission to execute those contracts.
- C. The Commission shall have the power to adopt such by-laws that it may deem necessary or desirable for the conduct of its business. Such by-laws shall be consistent with this Agreement and any applicable laws or regulations. The by-laws may provide for the appointment by the Commission of ex-officio, non-voting

members to the Board, including but not limited to the appointment of representatives from the Prairie Island Indian Community to serve as ex-officio non-voting members, and may establish such conditions as it deems appropriate for such appointment. The by-laws shall be effective only if approved by unanimous vote of all Financial Parties.

- D. Apply for and accept gifts, grants, loans of money, other property, or assistance on behalf of the contracting parties from the United States government, the State of Minnesota and its political subdivisions, the State of Wisconsin and its political subdivisions, the Prairie Island Indian Community, or any person, corporation, partnership, association, or agency, public or private for any of its purposes. Including any grant which may be available, enter into any agreement in connection therewith, and hold, use and dispose of such money, other property, and assistance in accordance with the terms of the gifts, grants, or loans relating thereto.
- E. Acquire and hold such real and personal property as may be required to accomplish the purposes of this Agreement and, upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- F. Employ agents and employees, and to fix the compensation and all other terms and conditions of employment thereof.
- G. Incur debts, liabilities, or obligations which do not constitute a debt of any of the parties. The Joint Powers Board does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the parties.
- H. Enter into agreements and non-binding memoranda of understanding between the Commission and the Prairie Island Indian Community, Canadian Pacific Railway, Burlington Northern Santa Fe Railway, Union Pacific Railway, and Amtrak in accordance with applicable law.
- I. Sue and be sued in its own name.

All powers granted herein shall be exercised by the Commission in accordance with the legal requirements applicable to the regional railroad authorities.

ARTICLE 8. OFFICERS, EMPLOYEES, AND SERVICES

A. Chair and Vice-Chair

The Commission shall elect a Chair and Vice-Chair from its membership at its first regular meeting each year. The Chair and Vice-Chair shall be elected by the Commission from its membership for a term of one (1) year. The Chair shall preside at all meetings of the Commission, may establish such subcommittees as may be needed from time to time and shall perform other duties and functions as may be determined by the Commission. The Vice-Chair shall assume the duties of the Chair

during the absence of the Chair and perform such other duties as may be determined by the Commission. If both the Chair and Vice-Chair are absent, the Commission may elect a temporary Chair to conduct its business, provided a quorum is present.

B. Executive Committee

The Commission shall establish an Executive Committee of the Commission consisting of one (1) representative of each Financial Party. The Executive Committee shall develop and make recommendations to the Commission regarding the ongoing responsibilities of the Commission, and shall have such other duties as set forth in the Commission's by-laws.

C. Staff

Each Party may provide staff support to the Commission, subject to the approval of the Commission.

D. Vacancies

If an appointment of any Member or alternate is vacated before the end of his or her term, the vacancy shall be filled by appointment by the appropriate appointing governing body. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist.

E. Meetings

The Commission shall meet at regular intervals at such times and places as the Commission shall establish in its by-laws. Special meetings may be held on reasonable notice by the Chair or any two members upon terms and conditions as the Commission may determine and that conform to the Minnesota Open Meeting Law, Minn. Stat. § 13D.

F. Committees

The Commission may establish standing committees of the Commission by providing for such committees by resolution. The Chair may establish ad hoc committees of the Commission.

ARTICLE 9.

FUNDING

It is understood by the Parties that the activities and duties of the Commission are to be funded primarily by grant monies from the United States Government, the State of Minnesota or any other association or agency. Nevertheless, the Financial Parties agree to contribute funding, if necessary, to cooperatively analyze the feasibility, environmental impacts, engineering, construction, and operation of an integrated rail transportation system in the Minnesota High Speed Rail Passenger Corridor including passenger, high speed, commuter, and freight rail along with the associated land use and development impacts and administrative expenses of the Commission (to the extent not covered by grant

funds). The Contributing Financial Parties will establish an initial budget and allocate as follows any necessary initial contributions:

Ramsey County Regional Railroad Authority	38%
Washington County Regional Railroad Authority	15%
Dakota County Regional Railroad Authority	27%
Goodhue County Regional Railroad Authority	4%
Wabasha County Regional Railroad Authority	2%
Winona County Regional Railroad Authority	4%
Houston County Regional Railroad Authority	2%
Olmsted County Regional Railroad Authority	9%

Allocation of the budget contribution amongst the Financial Parties for the period beginning from the effective date of this Agreement to January 1, 2012 ("Initial Period") shall be based upon the most current population estimates by the Minnesota State Demographer, Metropolitan Council, La Crosse Area Planning Committee and US Census as of the first meeting of this Board. The Board shall reallocate the Financial Party budget contribution in the same manner as stated above, upon the addition of a Financial Party to this Agreement after the effective date, but during the Initial Period. Beginning on January 1, 2012, the Board shall reallocate each Financial Party budget allocation every four years based upon average population estimates generated in the previous four years for each Financial Party. The Board shall recalculate the allocation of Financial Party contributions in the same manner upon entry of an eligible Financial Party after the Initial Period. At no time shall a Financial Party contribute less than 2% of the Commission's budget.

Each Contributing Financial Party shall pay its appropriate initial contribution to the regional railroad authority acting as fiscal agent of the Commission within 30 days of the Commission approving a budget.

A. Annual Budget

For the calendar year next following the calendar year in which the Effective Date occurs and all subsequent years, the Commission shall establish and approve a budget. Each Financial Party shall be assessed for its proportionate share of the budget according to the schedule above. The Commission shall establish its first budget within 60 days of the commencement of the Commission.

B. Financial Parties Budget Approval

Adoption of the budget shall require unanimous approval of the Financial Parties.

C. Contribution Date

Except for any initial contribution required by this Agreement, assessments made under the provisions of this article shall be paid by each Financial Parties by January 15th of each year. The initial contribution shall be made within sixty (60) days of the

adoption of the budget pursuant to Article 7 (A) hereof.

D. Budgeting, Accounting, Fiscal Agent, and Other Service

The Commission may contract with any Financial Party that is a Regional Railroad Authority to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the Commission and otherwise act as the Commission's fiscal agent. Such services shall include, but not be limited to, management of all funds, including contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the member so selected shall apply to transactions of the Commission. Such member shall identify the staff person to work as a liaison with the Commission.

E. Accountability for Funds

All funds shall be accounted for according to generally acceptable accounting principles. A report on all receipts and disbursements shall be forwarded to the Commission on an annual basis. The Parties have the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established Commission funds shall be credited back to that same fund.

ARTICLE 10.

WITHDRAWAL AND TERMINATION

A. Withdrawal

Any Party may withdraw from this Agreement upon 90-days prior written notice evidenced by resolution of the party's governing body to the Commission. In the event of withdrawal by any member Party, this Agreement shall remain in full force and effect as to all remaining Parties.

B. Effect of Withdrawal, Disposition of Property, Funds, and Obligations

A Party withdrawing from this Agreement shall, prior to such withdrawal, pay the full amount of any unpaid assessments to the Commission as defined in Article 8. A member Party withdrawing from this Agreement shall not receive a distribution of property or funds until such time as this Agreement is terminated by all Parties pursuant to this Article 10. Such disposition of property shall be in accordance with the provisions of Section D of this Article 10.

Any Party withdrawing shall be liable for any assessment in the year in which the withdrawal becomes final only for the period in such year that the member Party remains a Party. The Party's assessment shall not exceed the sum of one-twelfth (1/12th) the full assessment multiplied by the number of months or fractions thereof in the year during which the Party remains a Party.

C. Termination

This Agreement shall terminate upon the occurrence of any one of the following events:

15

- a. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- b. When all the Financial Parties agree, by resolution adopted by the respective governing bodies, to terminate this Agreement and all obligations of the Commission shall have been paid or otherwise defeased in full.

D. Disposition of Property and Funds

At such time as this Agreement is terminated, any property interest remaining in the Commission, following discharge of all obligations owed by the Commission, shall be disposed of and the proceeds of the property shall be returned to the member Parties in proportion to their contribution over the life of the agreement.

E. Effect of Withdrawal of Financial Party on Budget

In the event a Financial Party withdraws, the unpaid assessment allocable to such Party in the year of withdrawal and subsequent years shall be reallocated to the remaining Financial Parties in proportion that the assessment allocations under Article 9(A) hereof bear to each other.

ARTICLE 11.

MISCELLANEOUS

A. Amendments

This Agreement may be amended by unanimous agreement of the member Parties as evidenced by resolutions adopted by the respective governing bodies.

B. Records, Accounts, and Reports

The Commission shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Commission shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5. The Commission, within one hundred twenty (120) days after the close of each fiscal year, which shall be January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the Parties.

C. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

D. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

E. Entire Agreement

This Agreement constitutes the entire agreement between the member Parties and supersedes all prior written or oral agreements relating to the Commission.

F. Alternate Dispute Resolution

In the event of a dispute arising under this Agreement, the member Parties and the Commission agree to attempt to resolve their dispute by following the process described below:

1. A member Party or Parties shall provide written notice to the Commission describing perceived conflict, positions, and underlying reasons.
2. The Commission shall provide written response to notice within seven (7) days of receipt of notice.
3. The Parties and Commission shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
4. At the first meeting, the neutral facilitator will assist the parties to the dispute in identifying the appropriate Parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
5. In developing the process, the parties will be guided by the following principles:
 - i. the Parties will attempt in good faith to reach a negotiated settlement;
 - ii. the Parties agree that there must be fair representation of the parties directly involved in the dispute;
 - iii. the Parties will use legal proceedings as a last resort; and
 - iv. in the event the Parties are unable to resolve the dispute, each party retains all rights, remedies, or defenses it had prior to entering the process.
6. The Parties will report to the Commission within 60-days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

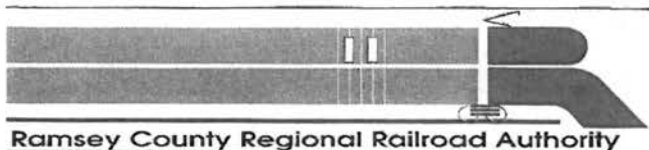
G. Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Ramsey, State of

Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota. If any provision of this agreement is invalid, illegal, or unenforceable the remaining provisions will not be affected.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written below.

18.



2

REQUEST FOR ACTION

Type of Agenda: ☒ Policy ☐ Discussion
☐ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 1/20/2009

Regional Railroad Authority Meeting Date:

SUBJECT: Overview of the I-94 Corridor Joint Powers Agreement

EXECUTIVE SUMMARY

The I-94 Corridor is the eastern gateway to the Twin Cities carrying more than 130,000 vehicles a day at Trunk Highway 52 and 110,000 vehicles a day at I-694. The 2030 Transportation Policy Plan identifies the Corridor from downtown St. Paul to the St. Croix River as a congested corridor in 2030. To maintain and improve mobility in the corridor, transit improvements are needed.

On November 18, 2008, the Ramsey County Regional Railroad Authority directed staff to work with the Washington County Regional Railroad Authority to develop a joint powers agreement for the Corridor. This agreement will have the purpose of establishing a joint powers board that will bring together the regional railroad authorities, cities, and township along to corridor to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, and construction of a multi-modal transportation system that may include light rail, bus rapid, commuter rail, multi-use trails, and Intelligent Transportation Systems (ITS). The board will also analyze the land use and development impacts associated with the corridor.

An agreement has been drafted and is being presented to both Regional Railroad Authorities for their input prior to its finalization. Following the incorporation of the input received, the agreement will be distributed to the eligible parties for their review. Following the initial review by all parties, a meeting will be scheduled to finalize the JPA along with a cost sharing formula. Anticipated expenses include a \$1,000,000 Alternatives Analysis Study. The Ramsey County portion of this study will be split 50/50 with Washington County. Funds are available in the RCRRA administrative operating budget for Ramsey County's portion. The Final JPA, will be brought to the Regional Railroad Authority for approval.

ACTION REQUESTED

Staff will provide an overview on the I-94 Corridor Joint Powers Agreement and provide Commissioners with a timeline for the Agreement's implementation prior to seeking authorization from the Board for the Chair to distribute the Joint Powers Agreement to eligible parties.

SUBJECT: Overview of the I-94 Corridor Joint Powers Agreement

ATTACHMENTS:

Draft I-94 Corridor Joint Powers Agreement
Draft I-94 Corridor Joint Powers Agreement distribution letter

PREVIOUS ACTION:

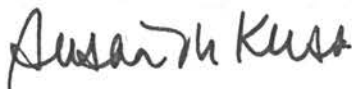
On November 18, 2008 staff was authorized to enter into discussions with staff from the Washington County Regional Railroad Authority to develop a joint powers agreement for the I-94 Corridor.

COUNTY MANAGER'S COMMENTS:

The Board Action is being requested to gather Regional Railroad Authority input on the development of the final I-94 Corridor Joint Powers Agreement. Additionally, the Board will be requested to authorize the Chair to distribute the agreement to other eligible parties. Following receipt of comments, a meeting will be organized to bring together all parties interested in adopting the Joint Powers Agreement. The final language of the Joint Powers Agreement will be drafted at the meeting. The final document will then be distributed to all eligible parties for final approval.

SUBJECT: Overview of the I-94 Corridor Joint Powers Agreement

Regional Railroad Authority – Authorized Signature	Date
	1/14/09

Budgeting & Accounting – Authorized Signature	Date
	1/14/09

County Attorney – Authorized Signature	Date
	1/15/09

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Overview of the I-94 Corridor Joint Powers Agreement

Draft Resolution

1 WHEREAS, The I-94 Corridor currently carries over 130,000 vehicles a day at Trunk
2 Highway 52 and 110,000 vehicles a day at I-694; and
3

4 WHEREAS, the Draft 2030 Transportation Policy Plan forecasts traffic and congestion to
5 increase substantially by 2030 resulting in the entire length of I-94 from downtown St. Paul to
6 the St. Croix River being congested; and
7

8 WHEREAS, the Draft 2030 Transportation Policy Plan identifies the I-94 Corridor as a
9 transitway corridor in need of analysis; and
10

11 WHEREAS, this analysis is needed to identify how mobility can be maintained and
12 improved in the Corridor; and
13

14 WHEREAS, transitway analysis has been completed by the Ramsey County Regional
15 Railroad Authority and its partners on similar transtway corridors such as Red Rock and Rush
16 Line; and
17

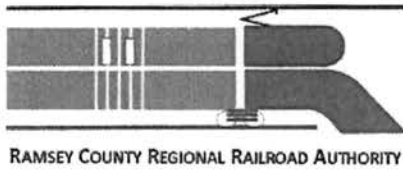
18 WHEREAS, this partnership has been formalized through joint powers agreements; and
19

20 WHEREAS, a joint powers agreement has been drafted allowing the Washington and
21 Ramsey County regional railroad authorities in partnership with Corridor cities and towns to
22 advocate for and analyze the feasibility, environmental impacts, engineering, and construction
23 of multi-modal transportation system that may include light rail, bus rapid, commuter rail, multi-
24 use trails, Intelligent Transportation Systems (ITS) and associated land use and development
25 impacts along the corridor. Now Therefore Be It
26

27 RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the Chair
28 to distribute the draft agreement to the eligible parties, and be it further
29

30 RESOLVED, that the Chair is authorized to schedule a meeting with the eligible parties
31 to finalize the agreement and its funding formula, and be it further
32

33 RESOLVED, that the final joint powers agreement and its funding formula be brought
34 back to the Regional Railroad Authority for approval.
35



January , 2009

Chair,
County Regional Railroad Authority

I-94 Corridor Joint Powers Agreement

Dear:

On January 14, 2009, the Metropolitan Council adopted its 2030 Transportation Policy Plan. This plan identifies the need to have a more balanced transportation system that includes the completion of multiple transitway corridors. One of the corridors identified for future analysis is the I-94 Corridor. This Corridor is identified as a possible light rail, bus rapid transit, or commuter rail corridor to be determined pending the completion of an Alternatives Analysis for the Corridor. The Regional Railroad Authorities of Ramsey and Washington County have anticipated the adoption of this plan and have met to discuss ways to advance transportation improvements in the I-94 Corridor from the Union Depot in downtown St. Paul through Washington County. With the endorsement of their Boards, a draft joint powers agreement (JPA) was developed to formalize the I-94 Corridor Commission. A copy of the draft agreement is being distributed to each eligible party for their review. Following the receipt of comments on the draft JPA, a meeting will be organized to finalize the JPA. Following this meeting, all eligible parties will be requested to adopt the JPA.

As a Regional Railroad Authority, city or township along the I-94 Corridor we request that you review and comment on this Draft Joint Powers Agreement (JPA). Establishment of a JPA is one of the initial steps necessary to position the I-94 Corridor for the receipt of federal and state funds. As drafted, this JPA will provide its members with the opportunity to join together and speak with one voice on issues concerning Corridor advocacy and analysis. Additionally, this JPA will be a significant step forward in allowing an Alternatives Analysis to be completed on the I-94 Corridor.

The timely organization of the I-94 Corridor Commission, created by the establishment of this JPA, is of added significance given the upcoming legislative session and the drafting of the next federal six-year transportation bill. Because of these opportunities to advance the Corridor, we ask that you provide an indication on whether or not your Regional Railroad Authority, City, or Township is interested in becoming a party to the JPA along with any comments you have on the agreement by February 13, 2009. Please provide this information to Michael Rogers of the Ramsey County Regional Railroad Authority, or Ted Schoenecker of Washington County. Their contact information is included at the end of this letter.

Following the receipt of comments, a meeting will be organized to bring together all those interested in adopting the Joint Powers Agreement (JPA). At this meeting the JPA will be finalized along with its funding formula so it can be distributed for approval.

Ramsey County Regional Rail Authority
6560 Ramsey County Government Center West
50 West Kellogg Boulevard • St. Paul, MN 55102
(651) 266-2760 • FAX (651) 266-2761

Washington County Regional Railroad Authority
11660 Myeron Road North
Stillwater, MN 55082
(651) 430-4300 • FAX (651) 430-4350

5

Page 2 of 2
I-94 JPA Letter
January, 2009

To aid eligible parties in their timely review of this Joint Powers Agreement, staff from the Ramsey and Washington County Regional Railroad Authorities will be available to assist you. We look forward to continuing to work with you to advance transit and transportation options along the I-94 Corridor.

If you have any questions, or would like the assistance of either of our staff please contact Michael Rogers, Senior Transportation Planner Ramsey County Regional Railroad Authority at 651-266-2773, michael.rogers@co.ramsey.mn.us, or Ted Schoenecker, Washington County Transportation Manager at 651-430-4319, ted.schoenecker@co.washington.mn.us.

Sincerely,

Jim McDonough
Chair, Ramsey County RRA

Myra Peterson
Chair, Washington County RRA

Enc.

c: County Administrator
Julie Kleinschmidt, Ramsey County Administrator
Jim Schug, Washington County Administrator
Tim Mayasich, Director, Ramsey County RRA
Don Theisen, Director Washington County Public Works/County Engineer
County Engineer/Public Works Director
Mike Rogers, Senior Transportation Planner, RCRRA
Ted Schoenecker, Transportation Manager, Washington County

6

**JOINT POWERS AGREEMENT
ESTABLISHING THE
INTERSTATE 94 CORRIDOR COMMISSION**

THIS AGREEMENT, is entered into by and between the undersigned Regional Railroad Authorities, Cities, and Townships all being governmental units of the State of Minnesota, pursuant to the authority contained the Minn. Statutes §§471.59 and 398A.

WITNESSETH

WHEREAS, the Interstate 94 Corridor is defined as the transitway corridor originating in Washington County and traveling west to the Union Depot in downtown St. Paul in Ramsey County with connections to other multi-modal transportation options; and

WHEREAS, the Interstate 94 Corridor has significant transportation safety, and land use issues; and

WHEREAS, there are opportunities for a variety of multi-modal transportation improvements to the Interstate 94 Corridor, including light rail transit, bus rapid transit, commuter rail, multi-use trails, and Intelligent Transportation Systems (ITS); and

WHEREAS, the parties wish to collaboratively plan for multi-modal transportation improvements to the Interstate 94 Corridor and for the related land use and development impacts; and

WHEREAS, the Interstate 94 Corridor Commission intends to work collaboratively with the Minnesota Department of Transportation and the Metropolitan Council for the planning and development of light rail transit, bus rapid transit, commuter rail, multi-use trails, and Intelligent Transportation Systems (ITS) in the Interstate 94 Corridor.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties hereto agree to as follows:

ARTICLE 1.

DEFINITIONS

Unless context otherwise requires, the terms defined in this section shall have the meanings stated herein:

Agreement means this Joint Powers Agreement as it now exists and as it may hereafter be amended.

Commission (I-94 Corridor Commission) shall mean the Joint Powers body established herein.

Party shall mean any Regional Railroad Authority, City or Township identified in Article 6 of this Agreement as eligible to participate in this Agreement and which approve and executes this Agreement.

Financial Party shall mean any financially contributing Regional Railroad Authority

Interstate 94 (I-94) Corridor shall be defined as the Interstate 94 transportation corridor from Washington County west to the Union Depot in downtown St. Paul in Ramsey County.

Member shall mean an individual appointed to the Commission as provided in Article 4 of this Agreement.

ARTICLE 2.

PURPOSE

The purpose of this Agreement is to form a joint powers board under the provision of Minnesota Statutes Section 471.59 and 398.A to enable the parties to cooperatively analyze the feasibility, environmental impacts, engineering, and construction of multi-modal transportation improvements in the I- 94 Corridor including light rail transit, bus rapid transit, commuter rail, multi-use trails, and Intelligent Transportation Systems (ITS) along with the associated land use and development impacts. These activities may include by not be limited to the acquisition and management of federal, state, and local funding in conjunction with the Minnesota Department of Transportation and the Metropolitan Council, and may perform any responsibilities delegated by the Commissioner of Transportation or Metropolitan Council Chair subject to the conditions that sufficient funds are received.

The Parties will communicate and coordinate the Commission's activities as necessary with private corporations, state agencies, counties, municipalities, the Federal Transit Administration, other regulatory, planning, and funding agencies, and other stakeholders for advancement of the Commission's purposes.

The method of accomplishing the purpose of this Agreement is the establishment of a Joint Powers Board to provide a mechanism whereby the Parties jointly address the need for enhanced rail transportation along the Corridor.

ARTICLE 3.

TERM

This Agreement shall be effective (the Effective Date) and the joint powers board established herein may commence exercising the powers and authorized in this Agreement on the day that the Agreement has been approved by resolution and duly executed by the Ramsey County Regional Railroad Authority and the Washington County Regional Railroad Authority by action of its governing board. This Agreement shall remain in full force and effect until terminated by the parties pursuant to Article 10 of the Agreement

ARTICLE 4.

JOINT POWERS BOARD

- A. There is hereby created a Joint Powers Board as a public entity, to be known as the I-94 Corridor Commission. The Commission shall be an entity separate from its member Parties and shall not be deemed an agent or partner of the member Parties and the member Parties shall not be liable for the actions of the Commission. The Commission shall have full authority to exercise all powers stated herein.

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- B. The Commission shall consist of one Member and one alternate appointed by a Party for an initial term commencing with the execution of this Agreement until January 15, 2010. Each Member or alternate must be a member of the governing body, commission, or council which appoints him or her, and must remain so during his or her term.
- C. Thereafter, each Member and alternate shall be appointed for one-year terms, beginning January 15, by resolution of the governing body, commission, or council. In the event that any Member or alternate shall not have been appointed by January 15 in any year, the incumbent Member shall serve until a successor has been appointed. Removal of any Member or alternate during the term for which the Member has been appointed may be done at any time, but shall be done only by resolution of the appointing governing body, commission, or council.

ARTICLE 5.

VOTING

Board voting shall be allocated so that each Financial Party receives two (2) votes and each Party that is not a Financial Party receives one (1) vote.

- A. In the event that the appointed Member is not present at the meeting, their alternate may cast all of their Party's allocated votes.
- B. All actions of the Board require the following:
 - a. A simple majority vote of the Board
 - b. A simple majority vote of the Financial Members present
- C. All actions of the Board involving the expenditure of funds require the following in addition to those items listed in Article 5.B.
 - a. A unanimous vote of the Financial Members

A simple majority is defined as more than fifty percent (50%) of the Party members present at a meeting.

ARTICLE 6.

MEMBERSHIP

The government units that are eligible for participation in this Commission upon adoption of this agreement by resolution and duly executed by their respective governmental units on or before December 31, 2009 include:

- A. Financial Parties
 - a. Ramsey County Regional Railroad Authority
 - b. Washington County Regional Railroad Authority
- B. Non-financial Parties
 - a. City of St. Paul
 - b. City of Maplewood
 - c. City of Landfall
 - d. City of Oakdale
 - e. City of Woodbury

- f. City of Lake Elmo
 - g. City of Afton
 - h. City of Lakeland
 - i. Town of Lakeland
- C. An entity identified in this Article 6 which does not elect to become a Party by December 31, 2009, may become a Party only by amendment to this Agreement pursuant to Article 11 hereof.
- D. Additional Parties may become members of the Commission by amendment to the Agreement pursuant to Article 11 hereof.
- E. Following the initial term, Commission membership terms shall commence on January 15 of a calendar year and end on January 14 of the next succeeding year, or until a successor is appointed.

ARTICLE 7.

POWERS OF COMMISSION

The Commission has such authority as is necessary and proper to make all decisions to carry out its purpose as described in Article 2. Such powers shall be subject to the provisions of Minn. Stat. § 471.59 and 398.A and will include, but not be limited to, any or all of the following powers to the extent provided by law or not otherwise limited by this Agreement.

- A. Adopt an annual budget, together with a statement of the sources of funding and an estimate of the amounts required of each Financial Party.
- B. Enter into transactions, including contracts or leases, required in furtherance of this Agreement and statutory mandate, and enforce such transactions to the extent available in equity or at law. The contracting and purchasing requirements of one party designated by the Commission shall apply hereto. The Commission may approve any contract relating to this Agreement up to the amount approved in the annual budget, and may authorize the Chair of the Commission to execute those contracts.
- C. The Commission shall have the power to adopt such by-laws and any amendments that it may deem necessary or desirable for the conduct of its business. Such by-laws shall be consistent with this Agreement and any applicable laws or regulations. The by-laws may provide for the appointment of ex officio, non-voting members to the Board by the Commission. The by-laws shall be effective only if approved by unanimous vote of all Financial Parties.
- D. Apply for and accept gifts, grants, loans of money, other property, or assistance on behalf of the contracting parties from the United States government, the State of Minnesota, or any person, corporation, partnership, association, or agency public or private for any of its purposes. Including any grant which may be available, enter into any agreement in connection therewith, and hold, use and dispose of such

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money, other property, and assistance in accordance with the terms of the gifts, grants, or loans relating thereto.

- E. Acquire and hold such real and personal property as may be required to accomplish the purposes of this Agreement and, upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- F. Employ agents and employees, and to fix the compensation and all other terms and conditions of employment thereof.
- G. Incur debts, liabilities, or obligations which do not constitute a debt of any of the Parties. The Joint Powers Board does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the Parties.
- H. Enter into agreements and non-binding memoranda of understanding between the Commission and the United States government, the State of Minnesota, or any person, corporation, partnership, association, or agency public or private in accordance with applicable law.
- I. Sue and be sued in its own name.

All powers granted herein shall be exercised by the Commission in accordance with the legal requirements applicable to the regional railroad authorities.

ARTICLE 8.

OFFICERS, EMPLOYEES, AND SERVICES

A. Chair and Vice-Chair

The Commission shall elect a Chair and Vice-Chair from its membership at its first regular meeting each year. The Chair and Vice-Chair shall be elected by the Commission from its membership for a term of one (1) year. The Chair shall preside at all meetings of the Commission, may establish such subcommittees as may be needed from time to time and shall perform other duties and functions as may be determined by the Commission. The Vice-Chair shall assume the duties of the Chair during the absence of the Chair and perform such other duties as may be determined by the Commission. If both the Chair and Vice-Chair are absent, the Commission may elect a temporary Chair to conduct its business, provided a quorum is present.

B. Executive Committee

The Commission shall establish an Executive Committee of the Commission consisting of the representative of each Financial Member. The Executive Committee shall develop and make recommendations to the Commission regarding the ongoing responsibilities of the Commission, and shall have such other duties as set forth in the Commission's by-laws.

C. Staff

Any Party may provide staff support to the Commission subject to the approval of the Commission.

D. Vacancies

If an appointment of any Commission member or alternate is vacated before the end of his or her term, the vacancy shall be filled by appointment by the appropriate Party. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist.

E. Meetings

The Commission shall meet at regular intervals at such times and places as the Commission shall establish in its by-laws. Special meetings may be held on reasonable notice by the Chair or any two members upon terms and conditions as the Commission may determine and that conform to the Minnesota Open Meeting Law, Minn. Stat. § 13D.

F. Committees

The Commission may establish standing committees of the Commission by providing for such committees by resolution. The Chair may establish ad hoc committees of the Commission.

ARTICLE 9.

FUNDING

It is understood by the Parties that the activities and duties of the Commission are to be funded primarily by grant monies from the United States Government, the State of Minnesota or any other association or agency. Nevertheless, the Financial Parties agree to contribute funding, if necessary, for the feasibility, environmental impacts, engineering, and construction of a multi-modal transportation improvement in the I-94 Corridor including light rail transit, bus rapid transit, commuter rail, multi-use trails, and Intelligent Transportation Systems (ITS) along with the associated land use and development impacts, and administrative expenses of the Commission (to the extent not covered by grant funds). The Contributing Financial Parties will establish an initial budget and allocate as follows any necessary initial contributions:

50%	Ramsey County Regional Railroad Authority
50%	Washington County Regional Railroad Authority

Each Contributing Financial Party shall pay its appropriate initial contribution to the regional railroad authority acting as fiscal agent of the Commission within sixty (60) days of the Commission approving a budget.

A. Annual Budget

For the calendar year next following the calendar year in which the Effective Date occurs and all subsequent years, the Commission shall establish and approve a budget. Each Financial Member shall be assessed for its proportionate share of the budget according to the schedule established above. The Commission shall establish its first budget within sixty (60) days of the commencement of the Commission.

B. Financial Members' Budget Approval

Adoption of the budget shall require unanimous approval of the Financial Parties.

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C. Contribution Date

Except for any initial contribution required by this Agreement, assessments made under the provisions of this article shall be paid by each Financial Party by January 15 of each year. The initial contribution shall be made within sixty (60) days of the adoption of the budget pursuant to Article 7(A) hereof.

D. Budgeting, Accounting, Fiscal Agent, and Other Services

The Commission may contract with any Party to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the Commission and otherwise act as the Commission's fiscal agent. Such services shall include, but not be limited to, management of all funds, including contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the Party so selected shall apply to transactions of the Commissions. Such Party shall identify the staff person to work as liaison with the Commission.

E. Accountability for Funds

All funds shall be accounted for according to generally acceptable accounting principles. A report on all receipts and disbursements shall be forwarded to the Commission on an annual basis. The Parties have the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established Commission funds shall be credited back to that same fund.

ARTICLE 10.

WITHDRAWAL AND TERMINATION

A. Withdrawal

Any Party may withdraw from this Agreement upon 90-days prior written notice evidenced by resolution of the Party's governing body to the Commission. In the event of withdrawal by any Party, this Agreement shall remain in full force and effect as to all remaining Parties.

B. Effect of Withdrawal, Disposition of Property, Funds, and Obligations

A Party withdrawing from this Agreement shall, prior to such withdrawal, pay the full amount of any unpaid assessments to the Commission as defined in Article 9. A Party withdrawing from this Agreement shall not receive a distribution of property or funds until such time as this Agreement is terminated by all Parties pursuant to this Article 10. Such disposition of property shall be in accordance with the provisions of Section D of this Article 10.

Any Party withdrawing shall be liable for any assessment in the year in which the withdrawal becomes final only for the period in such year that the Party remains a party. The Party's assessment shall not exceed the sum of one-twelfth ($1/12^{\text{th}}$) the full assessment multiplied by the number of months or fractions thereof in the year during which the party remains a party.

C. Termination

This Agreement shall terminate upon the occurrence of any one of the following events:

- a. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- b. When all of the Financial Parties agree, by resolution adopted by the respective governing bodies, to terminate this Agreement and all obligations of the Commission shall have been paid or otherwise defeased in full.

D. Disposition of Property and Funds

At such time as this Agreement is terminated, any property interest remaining in the Commission, following discharge of all obligations owed by the Commission shall be disposed of and the proceeds of the property shall be returned to the Parties in proportion to their contribution.

E. Effect of Withdrawal of Financial Party on Budget

In the event a Financial Party withdraws, the unpaid assessment allocable to such member in the year of withdrawal and subsequent years shall be reallocated to the remaining Financial Party.

ARTICLE 11.

MISCELLANEOUS

A. Amendments

This Agreement may be amended by unanimous agreement of the Parties as evidenced by resolutions adopted by the respective governing bodies.

B. Records, Accounts, and Reports

The Commission shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Commission shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5. The Commission, within one hundred twenty (120) days after the close of each fiscal year, which shall be January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the Parties.

C. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

D. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

E. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements relating to the Commission.

F. Alternative Dispute Resolution

In the event of a dispute arising under this Agreement, the Parties and the Commission agree to attempt to resolve their dispute by following the process described below:

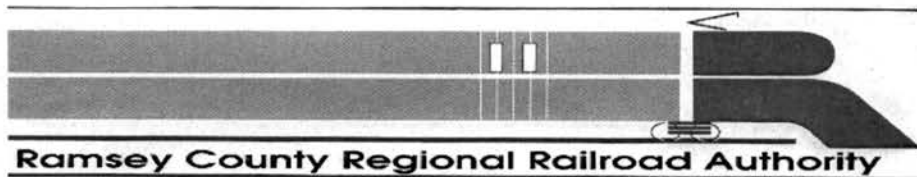
- a. A Party shall provide written notice to the Commission describing perceived conflict, positions, and underlying reasons.
- b. The Commission shall provide written response to notice within seven (7) days of receipt of notice.
- c. The Parties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
- d. At the first meeting, the neutral facilitator will assist the Parties in identifying the appropriate Parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
- e. In developing the process, the parties will be guided by the following principles:
 - i. the Parties will attempt in good faith to reach a negotiated settlement;
 - ii. the Parties agree that there must be fair representation of the parties directly involved in the dispute;
 - iii. the Parties will use legal proceedings as a last resort; and
 - iv. in the event the Parties are unable to resolve the dispute, each Party retains all rights, remedies, or defenses it had prior to entering the process.
- f. The parties will report to the Commission within 60-days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

G. Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Ramsey, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota. If any provision of this

agreement is invalid, illegal, or unenforceable the remaining provisions will not be affected.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written below.



6560 Ramsey County Government Center West
50 Kellogg Boulevard West
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

REGIONAL RAILROAD AUTHORITY MEETING

AGENDA

January 6, 2009

Immediately following the County Board Annual Organizational Meeting
Council Chambers - Third Floor Court House

.....
ROLL CALL and Call to Order

AGENDA of the January 6, 2009 Board Meeting is presented for approval.

MINUTES of the December 16, 2008 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. 2009 Officer Appointments

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

December 16, 2008

The Ramsey County Regional Railroad Authority met in the Council Chambers, Third Floor Court House, with the following members present: Bennett, Carter (late), Ortega (late), Parker, Reinhardt, Rettman, McDonough – 7. Absent: none.

Chair McDonough called the meeting to order at 12:13 PM

AGENDA

Chair McDonough suggested moving the policy item to the end of the agenda. Commissioner Parker moved approval of the Agenda of the December, 2008 Board Meeting, as amended, seconded by Commissioner Reinhardt. Roll Call: Ayes – Bennett, Parker, Reinhardt, Rettman, McDonough – 5. Nays – 0. Motion accepted.

MINUTES

Commissioner Reinhardt moved approval of the Minutes from the November 18, 2008 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Bennett, Parker, Reinhardt, Rettman, McDonough – 5. Nays – 0. Motion accepted.

[Commissioner Carter arrived at this point of the meeting]

MINUTES

Commissioner Parker moved approval of the Minutes from the November 25, 2008 Board Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – Bennett, Carter, Parker, Reinhardt, Rettman, McDonough – 6. Nays – 0. Motion accepted.

[Commissioner Ortega arrived during the following discussion]

2. Approve the 2009 tax levy in the amount of \$19,938,811 for the Ramsey County Regional Railroad Authority

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Carter.

Commissioner Bennett asked if the 2009 budget of \$32,708,558 contains funds from 2008.

Commissioner Rettman commented that much of the dollar amount is in capital projects.

Chair McDonough said the 0% levy increase for 2009 budget reflects the strategy implemented in 2003 to keep the levy level because of its impact on the community. He asked Julie Kleinschmidt, Director of Ramsey County Budgeting and Accounting, to comment on Commissioner Bennett's question.

Julie Kleinschmidt clarified that in 2003, a fifteen year financing plan was adopted to finance the Regional Railroad Authority's (RRA) work program. This included setting the levy, increasing it over two years and then maintaining it at a level amount for the next ten years. The resulting budgets allow for the accumulation of some cash for financing capital projects allowing the RRA to save money on debt issuance and for the issuance of debt.

Commissioner Rettman reminded the board that she did not vote in favor of the levy increase and while there was a 0% levy increase for 2008, there was a substantive increase in 2007. She said the board voted in favor of joining the Counties Transit Improvement Board (CTIB) and the .25% sales tax and she believed now would be an appropriate time to give tax payers a small break by reducing the budget and the levy.

Chair McDonough responded that the financing plan laid out for the local share at that time was a 17% Ramsey County contribution. The passage of the sales tax reduces it to 10%, but it is 10% of a larger dollar amount. It was an \$820 million project when they did this, now they are at 10% of a \$920 million dollar project.

Ms. Kleinschmidt confirmed Chair McDonough's statement and added that the RRA embarked on the Union Depot purchase and redevelopment and that will be a substantial cost.

Commissioner Bennett asked if they would have this every year until it is finished.

Ms. Kleinschmidt responded yes, it was the plan they adopted.

Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, McDonough – 6. Nays – Rettman – 1. Motion accepted. (R08-42)

WHEREAS, The Ramsey County Regional Railroad Authority was organized by Resolution 87-230, April 20, 1987, Board of Ramsey County Commissioners, pursuant to Minnesota Statutes, 1986, Chapter 398A, as a political subdivision and local government unit of Minnesota, to exercise thereunder part of the sovereign power of the state; and

WHEREAS, The Ramsey County Regional Railroad Authority adopted the County's plan to develop and implement two year budgets beginning in 2006; and

WHEREAS, The Ramsey County Regional Railroad Authority, on December 18, 2007, approved the 2009 Proposed Budget of \$32,708,558; and

WHEREAS, The 2009 approved budget hasn't changed; and

WHEREAS, the Ramsey County Regional Railroad Authority established the proposed net tax levy of \$19,938,811 by Resolution R08-33, September 9, 2008, to finance the 2009 budget; and

WHEREAS, The Ramsey County Regional Railroad Authority wishes to continue to improve access to transit and transportation services in the region with other agencies, including the Metropolitan Council, the Minnesota Department of Transportation, and other county regional railroad authorities; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves the 2009 tax levy in the amount of \$19,938,811 as summarized below:

	RCRRA Operations	CIP	2009 RCRRA Total
Gross Budget	\$ 3,908,558	\$28,800,000	\$ 32,708,558
Less – Revenues	- 475,400	- 16,000,000	- 16,475,400
Subtotal	\$ 3,433,158	\$ 12,800,000	\$ 16,233,158
Plus– Fund Balance	+	+ 3,314,695	+ 3,314,695
Subtotal	\$ 3,433,158	\$ 16,114,695	\$ 19,547,853
Plus – Estimated Tax Delinquency	+ 68,664	+ 322,294	+ 390,958
Total Tax Levy	\$ 3,501,822	\$ 16,436,989	\$ 19,938,811

3. Approve Requests for the Reauthorization of SAFETEA-LU and Federal Fiscal Year 2010 Funding Requests

Commissioner Parker moved approval of the draft resolution, seconded by Commissioner Reinhardt.

Commissioner Rettman recommended that they combine the Central Corridor and Red Rock Corridor request with the authorization/reauthorization requests of Union Depot, Rush Line Corridor, Riverview, High Speed Rail and I-94 Corridor. She also pointed out that the list did not reflect any order of importance and that they are all equally important.

Chair McDonough clarified that the request for Central Corridor comes from the Project Office and Red Rock comes from Washington County. The rest are requests of the Regional Railroad Authority.

Commissioner Reinhardt then offered a friendly amendment to eliminate the second resolved clause and combine Central Corridor and Red Rock Corridor into the first "resolved".

The amendment was accepted as friendly.

Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. Motion accepted. (R08-43)

WHEREAS, Ramsey County Regional Railroad Authority recognizes that although congestion is increasing at a dramatic rate, there is insufficient roadway capacity to meet current and future needs, and roadway capacity cannot be increased to meet demand without significant environmental and social costs; and

WHEREAS, Several studies have demonstrated broad public support in the Twin Cities for aggressive and diverse solutions to congestion, including a mix of buses, commuter rail, light rail and high speed rail; and

WHEREAS, Case studies of cities throughout the United States have shown that rail transit, when combined with supportive public policies, is a catalyst for development, enhances the tax base, and acts as an economic stimulus in cities where it is located; and

WHEREAS, The Ramsey County Regional Railroad Authority has progressed the development of rail transit throughout the Twin Cities Metropolitan Area as part of the Counties Transit Improvement Board; and

WHEREAS, The Ramsey County Regional Railroad Authority has progressed the development of rail transit in the Eastern Twin Cities through the Union Depot multi-modal hub, Central Corridor, Rush Line Corridor, Red Rock Corridor, I-94 Corridor, Riverview Corridor, and High Speed Rail; and

WHEREAS, progressing these projects requires local, state, and federal funds; and

WHEREAS, over the past six years federal funds were critical to completing the transit priorities of the Ramsey County Regional Railroad Authority and will be critical for completing its transit priorities over the next six years; and

WHEREAS, SAFETEA-LU, the federal law covering surface transportation, is set to expire on September 30, 2009; and

WHEREAS, the successor to SAFETEA-LU will guide federal investments in transportation for the next six years.

Now, Therefore Be It

RESOLVED, that Ramsey County Regional Railroad Authority requests authorization/reauthorization in accordance with the next federal transportation bill for the following projects:

- (1) Union Depot
- (2) Rush Line Corridor
- (3) High Speed Rail
- (4) I-94 Corridor
- (5) Riverview Corridor
- (6) Central Corridor
- (7) Red Rock Corridor

And Be it Further

RESOLVED that the Ramsey County Regional Railroad Authority requests federal 2010 appropriations to develop the Union Depot as a multi-modal transit hub for Amtrak, bus, commuter rail, high speed rail, light rail, bicycles, and pedestrians in the amount of \$15 million to be used for engineering, and construction.

And Be it Further

RESOLVED that the Ramsey County Regional Railroad Authority requests Congress to reaffirm the Federal Railroad Administration recognized Midwest Regional Rail Initiative as the federally designated high speed rail system for the Midwest.

And Be it Further

RESOLVED that as part of this reaffirmation the Twin Cities to Chicago High Speed Rail Corridor shall continue to be the Canadian Pacific Railway's mainline between the Twin Cities and Chicago that enters Minnesota at La Crescent and travels north along the Mississippi River for 150 miles to the Union Depot in St. Paul.

4. Approve Subordinate Funding Agreement (RCRRA-2) with the Metropolitan Council for Central Corridor Preliminary Engineering Staff Support for January 1, 2009 to August 31, 2009

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. Motion accepted. (R08-44)

WHEREAS, Ramsey County Regional Railroad Authority is a funding partner of the Central Corridor light rail preliminary engineering; and

WHEREAS, The preliminary engineering funding agreement provides for reimbursement to the Authority for staff provided to the preliminary engineering effort; and

WHEREAS, Dan Soler, a RCRRA Engineer, has been working out of the Central Corridor Project Office providing traffic engineering services; and

WHEREAS, The agreement with the Metropolitan Council for Mr. Soler's services expires December 31, 2008; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute the Subordinate Funding Agreement (RCRRA-2) with the

Metropolitan Council from January 1, 2009 through December 31, 2009 at a cost not to exceed \$133,000.

5. Approve Second Amendment to the Professional Services Agreement with URS Corporation for Union Depot Conceptual Engineering and Environmental Assessment Services

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Parker.

Commissioner Rettman asked if the scope of work would need to be amended due to the change in the operation and maintenance facility location.

Chair McDonough replied that it had already been incorporated into the design process.

Steve Morris, Transit Project Manager for the Ramsey County Regional Railroad Authority, confirmed to the Board that the entire property was always part of URS' work scope.

Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. Motion accepted. (R08-45)

WHEREAS, Ramsey County Regional Railroad Authority is developing the Union Depot concourse as a multi-modal transit hub; and

WHEREAS, Ramsey County Regional Railroad Authority entered into a contract with URS Corporation to provide conceptual engineering and environmental assessment services for the Union Depot; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute the contact amendment with URS Corporation to extend the contract termination date to June 30, 2009 at no increase in contract cost.

7. Approve Amendment 1 to Agreement with McGrann, Shea, Anderson, Carnival, Straughn & Lamb, Chartered for Intergovernmental Relations Assistance

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Carter.

Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, McDonough – 6. Nays – Rettman – 1. Motion accepted. (R08-47)

WHEREAS, Ramsey County Regional Railroad Authority will have several major transportation-related initiatives pending at the state level in 2009; and

WHEREAS, The Central Corridor, Union Depot, Rush Line Corridor, I-94 Corridor, and high speed rail will be the subject of state funding requests in 2009; and

WHEREAS, The agreement with McGrann, Shea, Anderson, Carnival, Straughn & Lamb, Chartered for state intergovernmental relations assistance expires on December 31, 2008; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute a contract amendment with McGrann, Shea, Anderson, Carnival, Straughn & Lamb, Chartered, in an amount not to exceed Forty-Eight Thousand Dollars and No Cents (\$48,000.00), from January 1, 2009 to December 31, 2009.

6. Approve Consultant Services Agreement with Thompson Coburn LLP for legal assistance on the Union Depot and Central Corridor projects

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, McDonough – 6. Nays – Rettman – 1. Motion accepted. (R08-46)

WHEREAS, Ramsey County Regional Railroad Authority is the recipient of federal grants for transit projects, and

WHEREAS, It is advantageous to have specialized technical assistance in the complex area of federal requirements for transit projects; and

WHEREAS, Ramsey County Regional Railroad Authority has an existing contract with Ed Gill of Thompson Coburn LLP law firm to assist in working with the Federal Transit Administration that expires on December 31, 2008; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute a contract with Thompson Coburn LLP from January 1, 2009 to December 31, 2009, at a cost not to exceed \$25,000.

1. Approve Central Corridor alignment in Union Depot area

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Parker.

Commissioner Rettman said she would be voting no on this item for several reasons including her consistent concern with the Board's tendency to give up when the Metropolitan Council makes substantive changes to the project. She has voiced her concerns on the environmental issues many times. Another issue of importance is where construction will start. As the Board has previously discussed, if it starts at the Union Depot and proceeds west toward Minneapolis, then she would agree to it because it would be definitive that the lines would come through downtown St. Paul. Finally, she believes that the RRA should be reimbursed either for the cost of the land or for the cost of the additional tracks that will be needed to get the trains to the back of the Union Depot. She believes they should have a statement in case private owners of the property being looked at for the maintenance facility say no.

Chair McDonough said the reason they have URS Corporation and the tremendous dedication of the Regional Railroad Authority (RRA) staff, is so that they can do independent evaluations of any changes proposed by the Met Council. Even though contracts and staff time add to the cost, these things are of great value to the RRA and he does not believe that the RRA has just accepted everything the Met Council project office presents to them.

Discussion continued with Commissioner Bennett adding that even though it may not be possible to begin construction in St. Paul, he agrees with Commissioner Rettman that they should try. Additionally, he cannot support the Met Council's proposed changes because he strongly believes the Light Rail Transit (LRT) station should be located behind the Union Depot and as a result of the proposed changes, some tracks are removed from the rear of the Depot without compensation.

Commissioner Carter said she understands the concerns regarding the light rail station at the Union Depot, the loss of track behind the Depot, and the lack of compensation. However, at the Board's workshop, the advantages of the changes were detailed and they provide a cost benefit to the project. She believes the Board should continue to advance the project and maintain its commitment to providing a seamless system. She thinks they need to continue to explore with the Met Council what Ramsey County can gain with the development of the Union Depot as a seamless station. Commissioner Carter then asked the Chair to clarify discussions held with the Met Council on how this change impacts Ramsey County and how the project can continue to move forward.

Chair McDonough commented it would be difficult to attach conditions and tradeoffs for the approval of this change. This would negatively impact the ability of the project to continue moving forward. He said it is most important for the RRA to have a working relationship with the Met Council's project office. He added that the RRA does have a resolution stating their highest priorities for the Corridor, which are to add the infill stations along University Avenue and connect to the Union Depot for its build-out. He said the long term vision for Union Depot goes beyond Central Corridor to include multiple corridors meeting there. He does not believe that putting the LRT station in front of the Depot will prohibit it from moving to the back in the future. As it was pointed out at the RCRRA workshop, keeping the maintenance facility in its current location not only restricts the operations of Central Corridor, but also the other lines destined for the Depot. He said it helps to get to Ramsey County's vision of a fully functional intermodal transit station, at the concourse level of Union Depot. He said moving the LRT station behind the Depot will only make sense when the majority of the other lines enter the Depot there as well, which may take several years.

Chair McDonough also said the notion that the project office may run out of money and not get as far as the Union Depot would mean they would have to give up on the maintenance facility as well. This would trigger a change on how this project moves forward, which would come back to the Board. If the Board moved forward with the request to move the LRT station to the back of the Depot, a capital cost of building the LRT line to the back would be added to the budget. This would also potentially cause a problem with the Cost Effectiveness Index (C.E.I.).

Commissioner Bennett pointed out that previous proposals had the LRT lines going to the back.

Chair McDonough responded that there was still going to be an estimated cost of \$22 million to bring the lines all the way into the concourse on that proposal. He added that moving the station also affects the C.E.I. through its impact upon ridership. Moving the station to the back of Depot without the activity of other lines will decrease ridership and station utilization. This happens because many people would use the station at the diagonal, which is not much further away. He believes it is important to move forward and to maximize the available capital in building a line that will work from both ends within Ramsey County.

Commissioner Reinhardt added that she agreed with Chair McDonough's statement and that a LRT station behind the Depot was a longer term vision.

Chair McDonough pointed out that these projects do not stop once the initial building is done. The Hiawatha Line, for example, was not able to have all it wanted up front, but is currently working on an extension that was part of the original plan. These projects always go back to their original vision and he said he is confident that this will be the case with Central Corridor.

Commissioner Bennett commented that more aspects of this project have been taken away from Ramsey County than have been added to it. He said he does not agree with spending \$5 million on the Union Depot project and putting the LRT station in front, if their goal is to have it in the back with the other lines as the station in front is not consistent with the Depot vision.

Commissioner Parker commented that asking for this change now would disrupt the project in many ways. She said if they are patient, they will probably have a better chance of getting what they want and the Depot will have a more successful operation behind it, when the other lines and modes of transportation come into it.

Commissioner Reinhardt said it is important to focus on what they have fought for and the progress they have made in this project. They may not have gotten everything they wanted but they also have not given up on their vision.

- Roll Call: Ayes –Carter, Ortega, Parker, Reinhardt, McDonough – 5. Nays – Bennett, Rettman - 2. Motion accepted. (R08-41)

WHEREAS, The Ramsey County Regional Railroad Authority is committed to the development of an effective and efficient Union Depot Multimodal Transportation and Transit Hub, and

WHEREAS, The Ramsey County Regional Railroad Authority has supported development of a Central Corridor light rail line that provides service to Union Depot under the concourse; and

WHEREAS, The Ramsey County Regional Railroad Authority has agreed to provide some of its property for the operating and maintenance facility for the project; and

WHEREAS, The previously approved preliminary engineering funding agreement for the project required analysis of options that would allow a future station under the Depot concourse; and

WHEREAS, Analysis conducted independently by Ramsey County Regional Railroad Authority staff and consultants and Central Corridor project staff and consultants has identified a 4th Street light rail alignment to a operation and maintenance facility at Diamond Products; and

WHEREAS, Analysis conducted independently by Ramsey County Regional Railroad Authority staff and consultants and Central Corridor project staff and consultants has determined that the line can be extended via Broadway to a station under the concourse; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves a change to the municipal consent alignment to provide service on 4th Street to the front of the Depot and continuing to an operation and maintenance facility on the Diamond Products site; and Be It Further

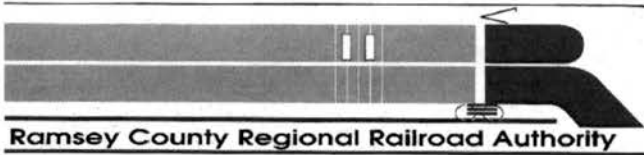
RESOLVED, That the Ramsey County Regional Railroad Authority approves that this alignment meets Ramsey County Regional Railroad Authority's continuing commitment to developing a station under the concourse; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves that the Ramsey County Regional Railroad Authority will use its property in the area as part of its Union Depot development instead of donating it to the Central Corridor project.

Commissioner Bennett made a suggestion that the Regional Railroad Authority Meeting use a rotating roll call system, as is used at the County Board Meeting.

The Board agreed to this change.

There being no further business, Chair McDonough declared the meeting adjourned at 1:00 PM.



REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: 01/06/09

Regional Railroad Authority Meeting Date: _____

SUBJECT 2009 Officer Appointments

EXECUTIVE SUMMARY

ACTION REQUESTED

- 1) Appoint officers for 2009 for Ramsey County Regional Railroad Authority, and members for 2009 to Rush Line Task Force, Red Rock Corridor, Robert Street Corridor, Central Corridor Partnership, Northeast Diagonal Policy Advisory Committee, LOCATE, Midwest High Speed Rail Association and the Northstar Corridor.

SUBJECT: 2009 Officer Appointments

ATTACHMENTS:

1) Draft resolution.

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

The County Manager recommends approval of this request.

SUBJECT: 2009 Officer Appointments

Regional Railroad Authority – Authorized Signature	Date
	12/30/08

Budgeting & Accounting – Authorized Signature	Date
	12/29/08

County Attorney – Authorized Signature	Date
	12/30/08

Other– Authorized Signature	Date

Other– Authorized Signature	Date

Other – Authorized Signature	Date

REVISED

Draft Resolution: 2009 Officer Appointments

1 WHEREAS, The Board of Ramsey County Commissioners organized a regional railroad
2 authority pursuant to Minnesota Statutes Chapter 398A by Resolution 87-230 in April, 1987;
3 Now, Therefore, Be It

4
5 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
6 hereby appoint the following officers to the Ramsey County Regional Railroad Authority for
7 2009:

8
9 Jim McDonough, Chair
10 Jan Parker, Vice-Chair
11 Tony Bennett, Secretary
12 Toni Carter, Treasurer
13

14 and Be It Further

15
16 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
17 hereby appoint to the Rush Line Task Force for 2009:

18
19 Victoria Reinhardt, Representative
20 Jan Parker, Alternate
21

22 And Be It Further

23
24 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
25 hereby appoint to the Red Rock Corridor for 2009:

26
27 Jim McDonough, Representative
28 Janice Rettman, Alternate
29

30 and Be It Further

31
32 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
33 hereby appoint to the Robert Street Corridor for 2009:

34
35 Rafael Ortgea, Representative
36 Tony Bennett, Alternate
37

38 And Be It Further

39
40 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
41 hereby appoint Rafael Ortega as the Central Corridor Partnership representative for 2009; and
42 Be It Further

43
44 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
45 hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2009:

46
47 Jan Parker, Representative
48 Victoria Reinhardt, Alternate
49
50
51

4

Draft Resolution: 2009 Officer Appointments

52 And Be It Further
53

54 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
55 hereby appoint Tony Bennett and Rafael Ortega as the LOCATE representatives for 2009; and
56 Be It Further
57

58 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
59 hereby appoint Jim McDonough as the Midwest High Speed Rail Association representative for
60 2009:
61

62 And Be It Finally
63

64 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
65 hereby appoint Janice Rettman as the Northstar Corridor liaison for 2009.
66

Draft Resolution: Election of Chair

1 RESOLVED, The Ramsey County Regional Railroad Authority hereby elects
2 Commissioner Jim McDonough to serve as Chair of the Ramsey County Regional
3 Railroad Authority for the year 2009.
4

Draft Resolution: Election of Vice Chair

1 RESOLVED, The Ramsey County Regional Railroad Authority hereby elects
2 Commissioner Jan Parker to serve as Vice Chair of the Ramsey County Regional
3 Railroad Authority for the year 2009.
4

Draft Resolution: Election of Secretary

1 RESOLVED, The Ramsey County Regional Railroad Authority hereby elects
2 Commissioner Tony Bennett to serve as Secretary of the Ramsey County Regional
3 Railroad Authority for the year 2009.
4
5

Draft Resolution: Election of Treasurer

1 RESOLVED, The Ramsey County Regional Railroad Authority hereby elects
2 Commissioner Toni Carter to serve as Treasurer of the Ramsey County Regional
3 Railroad Authority for the year 2009.
4
5

Draft Resolution: 2009 Officer Appointments

1 WHEREAS, The Board of Ramsey County Commissioners organized a regional railroad
2 authority pursuant to Minnesota Statutes Chapter 398A by Resolution 87-230 in April, 1987;
3 Now, Therefore, Be It
4

5 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
6 hereby appoint to the Rush Line Task Force for 2009:
7

8 Victoria Reinhardt, Representative
9 Jan Parker, Alternate
10

11 And Be It Further
12

13 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
14 hereby appoint to the Red Rock Corridor for 2009:
15

16 Jim McDonough, Representative
17 Janice Rettman, Alternate
18

19 and Be It Further
20

21 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners hereby
22 appoint to the Robert Street Corridor for 2009:
23

24 Rafael Ortgea, Representative
25 Tony Bennett, Alternate
26

27 And Be It Further
28

29 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
30 hereby appoint Rafael Ortega as the Central Corridor Partnership representative for 2009; and
31 Be It Further
32

33 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
34 hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2009:
35

36 Jan Parker, Representative
37 Victoria Reinhardt, Alternate
38

39 And Be It Further
40

41 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
42 hereby appoint Tony Bennett and Rafael Ortega as the LOCATE representatives for 2009; and
43 Be It Further
44

45 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
46 hereby appoint Jim McDonough as the Midwest High Speed Rail Association representative for
47 2009:
48

49 And Be It Finally
50

Draft Resolution: 2009 Officer Appointments

51 RESOLVED, That the Ramsey County Regional Railroad Authority Commissioners
52 hereby appoint to the Northstar Corridor for 2009:
53

54 Victoria Reinhardt, Representative
55 Janice Rettman, Alternate
56