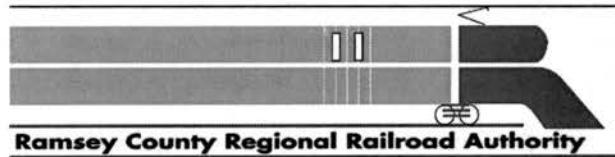




Ramsey County Regional Railroad Authority.
Records.

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

**REGIONAL RAILROAD AUTHORITY MEETING
AGENDA**

November 16, 2010

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

.....
ROLL CALL and Call to Order

AGENDA of the November 16, 2010 Board Meeting is presented for approval.

MINUTES of the November 2, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Central Corridor Construction Funding Agreement with the Metropolitan Council and Hennepin County Regional Railroad Authority**

Board Action Requested:

- 1) Approve the Cooperative Funding Agreement for Construction for the Central Corridor with the Metropolitan Council and the Hennepin County Regional Railroad Authority.
- 2) Authorize the Chair to execute the Agreement.

2. **Approve funding to continue Central Corridor construction activities through the first quarter of 2011**

Board Action Requested:

Approve continuation of early construction work on the Central Corridor during the first quarter of 2011, upon receipt of an FTA Letter of No Prejudice, up to an RCRRRA share of \$5.8 million from the existing RCRRRA Central Corridor commitment of \$67,000,000.

3. **Agency Agreement with Mn/DOT for Federal funding of the Union Depot Multi-Modal Transit Hub Project**

Board Action Requested:

- 1) Approve the Agency Agreement with the Minnesota Department of Transportation for Federal funding of the Union Depot project.
- 2) Authorize the Chair to execute the Agreement.

4. **Union Depot Economic Analysis and Development Potential Study for Union Depot - Presentation**

Board Action Requested:

None. For information and discussion only.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

November 2, 2010

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0. Also present were Julie Kleinschmidt, County Manager, and Gary Davis, Assistant County Attorney.

Chair McDonough called the meeting to order at 9:50 a.m.

AGENDA

Commissioner Carter moved approval of the Agenda of the November 2, 2010 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0.

MINUTES

Commissioner Reinhardt moved approval of the Minutes of the October 12, 2010 Board Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0.

1. Revision to funding contributions for Red Rock Corridor studies

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R10-50)

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 to address the transportation needs of the Red Rock Corridor; and

WHEREAS, The Ramsey County Regional Railroad Authority ("RCRRA") is a member of the RRCC; and

WHEREAS, The RRCC was granted State bond funds in 2005 and 2006 totaling \$1,000,000 through the Metropolitan Council ("Met Council") for completion of environmental and engineering work for the Red Rock Corridor; and

WHEREAS, On April 30th, 2009 the RRCC approved by Resolution (2009-02) the distribution of the \$1,000,000 in state bond funds to the RCRRA for the reimbursement of eligible preliminary work for the Union Depot; and

WHEREAS, In resolution R09-12, the RCRRA agreed to provide up to \$762,500 covering the 20% match to federal funds for the completion of the Economic Analysis and Development Potential Study of the Union Depot, Coordination of Corridors into Downtown St. Paul, East Metro Highway Analysis and East Metro Rail Capacity and Engineering Improvements studies; and

WHEREAS, The RRCC has identified \$3,050,000 in federal 5339 funds to cover the remaining 80% of the studies' costs; and

WHEREAS, Due to pre-design requirements governing the use of state bonds, the Union Depot is no longer an eligible project to utilize Red Rock state Bonds; and

WHEREAS, This development required the RRCC to develop an action plan for use of these state bond funds before they expire at the end of 2010. Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority supports the Red Rock Corridor Commission's recommendation to revise the use of state bond funds and RCRRA levy for Red Rock studies, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves the distribution of up to \$600,000 of the \$1,000,000 in State bond funds to the City of Hastings to be used for eligible work for the design and construction of the Park-and-Ride in Hastings; provided that said funds can be obligated prior to their expiration on December 31, 2010, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves the distribution of up to \$400,000 of the \$1,000,000 in State bond funds to RCRRA to be used as the local match for the East Metro Rail Capacity and Engineering Improvements Study that is being led by RCRRA on behalf of the RRCC, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves the adjustments to funding contributions for Red Rock Corridor studies made by partner Regional Railroad Authorities, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves the use of levy funds in an amount up to \$42,500 to match federal funds for the Economic Analysis and Development Potential Study of the Union Depot, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves the use of levy funds in the amount up to \$59,375 or 25% of the local match to federal funds for the Southeast Station Area and Site Master Planning Study, and Be It Further

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.

2. Approval of a Subrecipient Agreement with the Metropolitan Council for the East Metro Rail Capacity Study

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R10-51)

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

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

WHEREAS, The railroad capacity constraints in the east metro are an obstacle to achieving RCRRA's vision for the Union Depot and the build-out of the Red Rock Corridor; and

WHEREAS, A study of east metro rail capacity would be beneficial to identifying improvements required for enhanced freight capacity and for the implementation of increased Amtrak, commuter, inter-city, and high speed rail service to the Union Depot; and

WHEREAS, The Commission in Resolution 2009-13 authorized the Ramsey County Regional Railroad Authority the use of \$1,600,000 in 5339 federal funds for the completion of a rail capacity study; and

WHEREAS, The Ramsey County Regional Railroad Authority approved in Resolution R09-039 a Subrecipient Agreement with the Metropolitan Council to access federal 5339 funds from the Federal Transit Administration; and

WHEREAS, In 2005 and 2006, the Commission was granted bond funds from the State of Minnesota totaling \$1,000,000 for completion of environmental and engineering work along the Red Rock Corridor, and

WHEREAS, The Commission approved the distribution of up to \$400,000 in state bond funds to cover the 20% match to federal funds for the completion of East Metro Railroad Capacity Analysis, and

WHEREAS, State bond funds will be reimbursed to the RCRRA through a Subrecipient Agreement with the Metropolitan Council. Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves Subrecipient Agreement SG-2010-101 with the Metropolitan Council to provide up to \$400,000 in state funds for the East Metro Railroad Capacity Analysis, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorize the Chair to execute Subrecipient Agreement SG-2010-101, and Be It Further

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

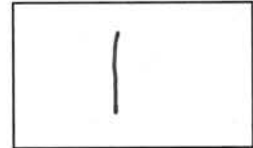
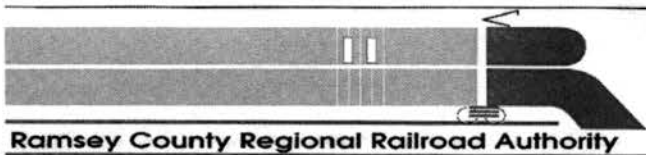
CORRIDOR UPDATES

Central Corridor

Chair McDonough said the Metropolitan Council awarded the last major contract for the Central Corridor Light Rail Transit project for the operations and maintenance facility. This contract is about 10% under the projected budget.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 9:53 a.m.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/16/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Central Corridor Construction Funding Agreement with the Metropolitan Council and Hennepin County Regional Railroad Authority

EXECUTIVE SUMMARY

The Central Corridor project continues to move toward a Full Funding Grant Agreement (FFGA) with the Federal Transit Administration (FTA) in early 2011. Construction funding for the project is included in the President's FY 2011 budget. The FFGA application was submitted to FTA this summer by the Metropolitan Council.

On May 11, 2010, by Resolution R10-31, the Ramsey County Regional Railroad Authority committed to providing 7% of the project cost, up to a limit of \$67 million.

The project budget for the FFGA is \$956.9 million. After adjustments for funding for the three added stations, the RCRRA share is \$66,411,000.

Cooperative Funding Agreements have been used by Ramsey and Hennepin County Regional Railroad Authorities to provide preliminary engineering and final design funding for Central Corridor. The Hennepin County Regional Railroad Authority has approved this agreement. The agreement provides for an additional \$50,000 in reimbursement to RCRRA and HCRRA for additional staff support to the project consistent with the settlement agreement reached with the University of Minnesota.

ACTION REQUESTED

1. Approve the Cooperative Funding Agreement for Construction for the Central Corridor with the Metropolitan Council and the Hennepin County Regional Railroad Authority.
2. Authorize the Chair to execute the Agreement.

1

SUBJECT: Central Corridor Construction Funding Agreement with the Metropolitan Council and Hennepin County Regional Railroad Authority

ATTACHMENTS:

Cooperative Funding Agreement for Construction

PREVIOUS ACTION:

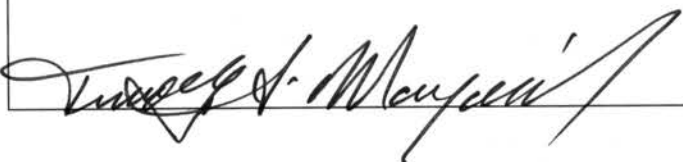
R10-31 Authorized an RCRRA share for the Central Corridor of 7% up to \$67 million.

COUNTY MANAGER'S COMMENTS:

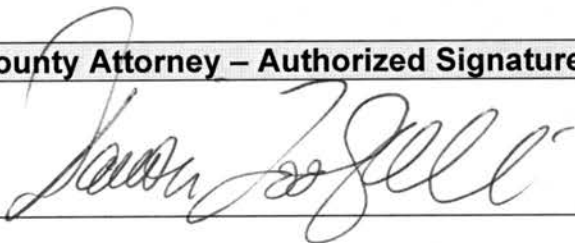
This action provides the RCRRA share of construction funding for the Central Corridor. RCRRA led the early development of this project and this action completes the local funding so that service can begin in 2014.

2

SUBJECT: Central Corridor Construction Funding Agreement with the Metropolitan Council and Hennepin County Regional Railroad Authority

Regional Railroad Authority – Authorized Signature	Date
	11-9-10

Budgeting & Accounting – Authorized Signature	Date
	11/8/10

County Attorney – Authorized Signature	Date
	11/9/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Central Corridor Construction Funding Agreement with the Metropolitan Council and Hennepin County Regional Railroad Authority

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the
2 Central Corridor and other transit projects that benefit the citizens of Ramsey County; and

3
4 WHEREAS, The Metropolitan Council is responsible for delivering the project according to
5 Federal Transit Administration and local project partners' requirements; and

6
7 WHEREAS, Early construction has begun for the project and a Full Funding Grant
8 Agreement with the Federal Transit Administration is planned for late 2010; and

9
10 WHEREAS, Adjustments to the project, including adding the three stations on University
11 Avenue have resulted in a project budget of \$956.9 million; and

12
13 WHEREAS, The Ramsey County Regional Railroad Authority's share of the Central
14 Corridor Light Rail Project is seven percent of the project, not to exceed \$67,000,000, Now,
15 Therefore, Be It

16
17 RESOLVED, The Ramsey County Regional Railroad Authority Approves the Cooperative
18 Funding Agreement for Construction for the Central Corridor with the Metropolitan Council and the
19 Hennepin County Regional Railroad Authority; and be it further

20
21 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to
22 execute the Agreement.

Attachment

Reference Numbers

CCLRT Project: 65701

Metropolitan Council: 2-10

RCRRA Contract No.

HCRRA Contract No. A101426

PROJECT: CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT

NAME: Cooperative Funding Agreement For Construction

PARTIES:

- **Metropolitan Council**
- **Ramsey County Regional Railroad Authority**
- **Hennepin County Regional Railroad Authority**

THIS AGREEMENT ("Agreement") is entered into between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council"), the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA"), and the Hennepin County Regional Railroad Authority, a political subdivision of the State of Minnesota ("HCRRA"). RCRRA and HCRRA are sometimes referred to herein individually as "RRA" and collectively as the "RRAs".

WHEREAS:

1. Pursuant to Minnesota Laws 2008, Chapter 287, Article 1, Sections 100 to 108 and through designation by the Governor in Executive Order 08-13, the Met Council is responsible for planning, designing, acquiring, constructing, and equipping the Central Corridor Light Rail Transit Line running between downtown Minneapolis and downtown St. Paul and connecting to and integrated with the existing Hiawatha LRT line in Minneapolis. Design and construction of the new light rail transit line is referred to in this Agreement as the "Central Corridor LRT Project" or the "Project."
2. The RRAs have committed to partial funding of the Project as more specifically set forth herein.
3. The parties anticipate and the Project requires contribution of funds from the United States Government through grants from the Federal Transit Administration ("FTA") and other federal sources and programs for design and construction of the Project. Such grants from the FTA and other federal sources will require funding participation from non-federal sources, including state and local governmental units. The federal share of the entire Project (i.e., design and construction) is anticipated to ultimately be approximately 50% of Project costs.

4. The Met Council has received certain appropriations from the State of Minnesota to fund design and construction of the Project. The state share of the entire Project (i.e., design and construction) is anticipated to ultimately be approximately 10% of Project costs.
5. With respect to non-federal, non-state sources of funds for the Project, the Met Council, RCRRA, and HCRRA entered into a Memorandum of Understanding on or about August 29, 2006 whereby RCRRA and HCRRA each committed to make certain expenditures for design and construction of the Project. Such commitment to establish proportions for RCRRA and HCRRA as set forth in Minnesota Laws 2006, Chapter 258, Section 17(4).
6. On or about February 24, 2010, the Metropolitan Council authorized \$2,583,600 in regional transit capital funds for the Project as set forth in Metropolitan Council Business Item Amended 2010-45.
7. On or about July 11, 2007, the parties entered into a Cooperative Funding Agreement for Preliminary Engineering in order to partially implement the said Memorandum of Understanding with respect to funding for Preliminary Engineering for the Project. The Cooperative Funding Agreement for Preliminary Engineering did not address funding for Final Design of the Project.
8. On or about August 7, 2009, the parties entered into a Cooperative Funding Agreement for Preliminary Engineering and Final Design in order to partially implement the said Memorandum of Understanding with respect to funding for Preliminary Engineering and Final Design for the Project. The Cooperative Funding Agreement for Preliminary Engineering and Final Design did not address funding for Construction of the Project.
9. During the 2008 legislative session, the Counties Transit Improvement Board ("CTIB") was authorized pursuant to Minnesota Statutes, section 297A.992, and later established by action of five metropolitan counties. Establishment of CTIB and other legislation passed during the 2008 Legislative Session has required a modification of the funding commitments for the non-federal, non-state sources of funds for the Project, including the addition of CTIB as a new funding partner. Non-federal, non-state funding commitments for the Project have now been made as follows:
 - a. Pursuant to Resolution No. R010-31, adopted on May 11, 2010, RCRRA committed to providing seven percent of the capital costs for the Central Corridor Light Rail Transit Project, not to exceed \$67 million.
 - b. Pursuant to Resolution No. 09-HCRRA-0052, adopted on September 9, 2009, HCRRA committed to providing three percent of the capital costs of the Central Corridor Light Rail Transit Project, not to exceed \$28.3 million.
 - c. Pursuant to Resolution No. 17-CTIB-2008, adopted on August 20, 2008, CTIB committed to providing 30% of the capital cost of the Central Corridor Light Rail Transit Project, not to exceed \$300 million.

10. The Project received approval from the FTA to proceed with Final Design (FD) for the Project and anticipates entering into a Full Funding Grant Agreement with the FTA for the Project in the fourth quarter of 2010. It is estimated that during FD the Project will need approximately \$80 million for right-of-way acquisition, public utility relocation, consultant services, staff costs, and Project office costs. It is estimated that construction of the Project, which includes guideway and track elements, stations, operations and maintenance facility, light rail vehicles, sitework, startup and testing ("Construction") will cost approximately \$600 million ("Construction Costs").
11. Since the FTA has not currently committed sufficient funds to cover the ultimate anticipated 50% federal share for the Project, RCRRA and HCRRA recognize that funding of Construction for the Project may require RCRRA, HCRRA, CTIB, and the State of Minnesota, at their risk, to contribute a proportion of funds for Construction greater than their percentage commitments described above. This greater contribution for Construction is in anticipation that the contributions of RCRRA, HCRRA, and CTIB for the entire Project will ultimately approximate the percentage commitments described above if and when federal funds for the entire Project are committed and the Project is completed. The parties acknowledge and agree that some state and federal funds and/or contributions are also available for Construction but not currently in sufficient amounts to cover the projected costs of Construction.
12. Met Council, RCRRA and HCRRA wish to enter into this Agreement to establish a system of accountability for use of funds received from the RRAs by Met Council for Construction of the Project, identify the parties' respective responsibilities regarding funding, and to provide a mechanism for the transfer of funds from RCRRA and HCRRA to Met Council for partial funding of the Construction phases of the Project and for the transfer of funds from Met Council to RCRRA and HCRRA.
13. Transfer of funds from CTIB to Met Council in partial funding of the Construction phase of the Project, pursuant to CTIB's commitment described above, will be addressed by a separate grant agreement between CTIB and the Met Council.
14. This Agreement is intended to be concurrent with the Cooperative Funding Agreement for Preliminary Engineering and Final Design entered into between the parties.

NOW, THEREFORE, in consideration of the mutual promises, agreements, benefits, and obligations in this Agreement, it is agreed between the parties as follows:

ARTICLE I MANAGEMENT

- A. **Federal Grant Funding.** In consultation with RCRRA and HCRRA (individually referred to as an "RRA" and together referred to as the "RRAs" in this Agreement), Met Council shall negotiate and enter into all necessary grant agreements with the FTA or other federal funding agencies necessary to receive federal funding for Construction.

B. **Construction Contracts.** Met Council has entered in the Civil East Construction Contract for CCLRT construction in Ramsey County and has entered into the Civil West Construction Contract for CCLRT construction in Hennepin County ("Construction Contracts"). The Construction Contracts do include or will include provisions substantially as follows:

1. The construction contractors ("Construction Contractors") must prepare and submit construction progress information that provides information on the Construction Contractor's progress in carrying out construction. As such elements are determined and subject to the scope of work for the respective Construction Contractor, the reports shall include with respect to Construction:
 - location, identification, limits of work represented, and date of tests and inspections made to demonstrate compliance with contract requirements;
 - location and date of re-work, repair, or replacement of work, resulting from failing test results, or from damage to work;
 - location, identification, limits of work represented, and date of Nonconformance Reports issued;
 - location, identification, limits of work represented, and date of Owner's Monitoring Notices issued by the CAR; and
 - submit photographic records of construction activities and progress, and Quality Control inspection and tests.
2. The reports shall also detail any changes to such information since the date of the last report.
3. The Construction Contractor must maintain all records and provide all reporting as required by this Agreement.
4. The Construction Contractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming RCRRRA (in the Civil East Contract) and HCRRRA (in the Civil West Contract) as additional insureds, and provide to the Met Council prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage.
5. The Construction Contractor must be an independent contractor for the purposes of completing the contracted work.
6. The Construction Contractor for Civil East must acknowledge that the contract between the Met Council and it does not create any contractual relationship between RCRRRA and the Construction Contractor for Civil East.
7. The Construction Contractor for Civil West must acknowledge that the contract between the Met Council and it does not create any contractual relationship between HCRRRA and the Construction Contractor for Civil West.

8. The Construction Contractor shall perform and complete the Project in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.
9. Subject to the scope of work for the respective Construction Contractors, the contracts shall provide that the Construction Contractors shall consult with RCRRA (for Civil East) and HCRRA (for Civil West) as to the matters stated in section I(B)(1) above for the purposes of review and comment by the RRAs to Met Council.
10. In the event Met Council has entered into the Civil East or Civil West Contract prior to the Effective Date of this Agreement, and the above-referenced provisions have not been included in the contract, Met Council's obligation to have the provisions included is subject to the Met Council's ability to reach agreement with the Civil East or Civil West Construction Contractor to amend such agreement in order to include the described provisions. The Met Council shall diligently and in good faith pursue such amendments to the Civil East Construction Contract. RCRRA (for Civil East) and HCRRA (for Civil West) agree that costs payable to the Construction Contractor or Construction Contractors by the Met Council in order to implement any amendments required in paragraphs B and C above shall be costs eligible for reimbursement under this Agreement.

C. **Additional Construction Contracts.** In addition to the Construction Contracts, the parties agree that the contracts for Construction will also include, but may not limited to, Advanced Traffic Improvements, Washington Avenue Bridge, Systems, Operation and Maintenance Facility, Low Floor Light Rail Vehicles, and Fare Collection ("Additional Construction Contracts"). The Additional Construction Contracts, do include, or will include, provisions that are similar to the requirements for the Construction Contracts outlined in Article I, B above.

D. **Providing of Information to RRAs.** During the Construction phases of the Project, the Met Council shall provide RCRRA and HCRRA with the following information:

1. Upon request of the RRAs, copies of invoices and supporting documentation submitted by the Construction contractors;
2. Upon request of the RRAs, copies of the progress reports of the Construction contractors prepared as provided for in section I(B)(1) above (to be provided at Project Finance Advisory Committee meetings);
3. Upon request of the RRAs, copies of state and federal funding documentation; and
4. Upon the request of the RRAs, documentation showing each party's proportionate time charged to the Project for staff and/or support.

- E. **Scope of Work for Construction.** The Construction work includes extending the existing light rail service from downtown Minneapolis to downtown Saint Paul, Minnesota. The contracts generally include demolition of existing structures and relocation of existing underground public utilities, demolition of roadway pavement, environmental remediation, drainage, street lighting, light rail track, bridge and retaining wall structures, light rail stations, adjustments to areaways, underground communications, signal and traction power ducts, pull boxes, above and below-grade traffic signal facilities, catenary pole foundations, sidewalks, curb and gutter, roadway pavements, light rail communications, overhead catenary system, and traction power system.
- F. **Termination of Construction.** The Met Council agrees that it shall not terminate Construction prior to completion without consultation between the parties to this Agreement. However, in any case, termination of Construction prior to completion shall not relieve the RRAs of the obligation to fund their share of costs, as specified in this Agreement, incurred by the Met Council for Construction prior to such termination.
- G. **Control of Project.** The Met Council is responsible for satisfactory performance and completion of the Project. Use of a Construction Contractor or Construction Contractors for Construction does not relieve the Met Council from its obligations under this Agreement.

**ARTICLE II
REGIONAL RAILROAD AUTHORITIES RESPONSIBILITY
FOR CONSTRUCTION COSTS**

- A. **RCRRA and HCRRA Responsibility for Construction Costs.** RCRRA and HCRRA agree to disburse their respective contributions for Construction Costs on a monthly basis to Met Council ("Disbursements") in accordance with the yearly cash flow schedule attached hereto as Exhibit A, and incorporated in this Agreement ("Cash Flow Projection"). RCRRA and HCRRA Contract Managers identified in Article VII.O., may agree to modification or acceleration of the respective disbursements of RCRRA and HCRRA based upon Updated Cash Flow Projections, as set out in B., except that the total disbursements of RCRRA and HCRRA shall be not exceed the limits identified in Whereas Par. 9 for each regional railroad authority without amendment of this Agreement, nor may the RCRRA and HCRRA Contract Managers agree without amendment of this Agreement to a modification or acceleration of the respective disbursements of RCRRA and HCRRA where updates to the Cash Flow Projection results from the failure of other Funding Partners, as that term is defined in C. below, to fund their share of Construction Costs in accordance with the cash flow and disbursement schedule attached hereto as Exhibit A.
- B. **Construction Budget.**
1. The Met Council shall prepare, and periodically update, a budget for Construction for the Project. The budget shall include all costs anticipated to be expended for Construction including, without limitation, staffing costs and costs for contractors and other necessary contracts Upon FTA approval to enter FD, the budget shall also include, without limitation, all costs anticipated to be expended for FD, including

2. The budget shall also include, without limitation, all costs for work authorized under FTA-approved Letter(s) of No Prejudice (LONP) or under the FTA-granted Full Funding Grant Agreement. However, the Council shall consult with the RRAs regarding work proposed to be carried out under any such LONP. No such work shall be included in the Project budget or carried out by the Council without the written approval of both the RRAs.

C. Cash Flow Projections.

1. Exhibit A is the Central Corridor Light Rail Transit Project cash flow projection for Construction, as of the date of this Agreement, and identifies the anticipated yearly cash flow required for the Project and schedule of disbursements required from each funding source ("Funding Partners"). The Cash Flow Projection outlines estimated expenditures for Construction during certain time periods and total expenditures for each of the two phases of the Project. The exhibit also designates the percentages to be paid by each Funding Partner for the Construction stage of the Project including the amounts to be disbursed to Met Council by RCRRRA and HCRRA.
2. Periodically the Met Council shall prepare and provide to the RRAs updated Cash Flow Projections ("Updated Cash Flow Projections"). The Cash Flow Projections will show the monthly amounts anticipated to be needed to fund the calendar year's expenditures for Construction contractual work and for staff support; the mix of funding contributions based upon funding source for Construction contractual work and staff support; and the anticipated timing of receipt and payment of these funds. A Cash Flow Projection may include a contingency amount to address expenditures at a greater than anticipated rate during the calendar year. If either RRA believes that the budget contingency amount is excessive it shall notify the Council and the Council shall consult with the RRAs with regard to the contingency amount.

The allocation of funding contributions in an Updated Cash Flow Projection to RCRRRA and HCRRA shall approximate the percentages of funding set forth in Exhibit A. However, RCRRRA and HCRRA recognize that the Council may request an adjustment to such percentages in an Updated Cash Flow Projection in order to meet the availability of federal grant funds, state appropriations, and CTIB grant funds, or when adjustments are necessary because certain costs may not be eligible for funding from a particular source, and Met Council recognizes that any modification to the Cash Flow Projection and schedule for Disbursement by RCRRRA and HCRRA due to the failure of other Funding Partners to fund their share of Construction Costs in accordance with the cash flow and disbursement schedule attached hereto as Exhibit A, requires an amendment to this Agreement.

D. Payment of RRAs Project Contributions.

1. **Commencement of RRAs Payment.** Payment for the RRAs share of Project Construction Costs will commence January 1, 2011. The Met Council shall provide each of the RRAs with an invoice for each of the RRAs respective share of Project costs based on the Council's Cash Flow Projection attached as Exhibit A or Updated Cash Flow Projections, if agreed to in accordance with II.A. Within thirty calendar days after receipt of an invoice from the Met Council for Disbursements authorized by RCRRA and HCRRA in accordance with this Agreement, the RRAs shall remit to the Met Council the amount stated in the invoice. However, if either RRA is unable to make such payment within thirty calendar days because payment authorization is required by its governing board and its regularly scheduled meeting does not occur within such thirty calendar day period, then payment may be remitted within 45 calendar days after receipt of the invoice.

2. **Cash Flow Methodology.**

- a. It is the intent of the parties that the Met Council shall not be required to finance any authorized Disbursements to be made by the RRAs pursuant to this section. Each RRA shall be liable for its attributed share of any interest charges, costs, or other penalties duly incurred by the Met Council or the Project as a result of delays in RRA invoiced payments by such RRA under this section, except for invoiced items which are disputed by the RRAs and such dispute is subject to the provisions of Article VII C or this Agreement.
- b. It is the intent of the parties that all funding sources, including federal grant funds, CTIB grants, state appropriations, and RRA contributions, will contribute funds as set forth in the Project's Cash Flow Projection.
- c. If at any time available federal grant funds or CTIB grant funds have been fully expended prior to the completion of construction, it is the intent of the parties that Project costs will be split on a 50%-50% basis by available state appropriations and contributions by the RRAs until additional federal and/or CTIB funding is available. In such case, the contribution of the RRAs will be split between them in the following percentages:
 - RCRRA – 70.16%
 - HCRRA – 29.84%

At the completion of the Project and after payment of all Construction Costs for the Project are completed, if there remains funds received from RRAs but not yet expended, and interest attributable to the RRA funds deposited with the Met Council (excess funds), then the RRAs excess funds shall be refunded to the RRAs. At the completion of Construction, if the amounts paid by the RRAs, plus accumulated interest, is less than their respective shares for the actual costs of Construction, the Met Council shall invoice the RRAs for such underpayment in accordance with the provisions of this agreement and the RRAs shall reimburse the Met Council all funds owed.

- d. If the RRA issue bonds or provide bond proceeds for partial Project funding, the Council agrees to comply with the provisions of all applicable state and federal laws, rules, and regulations pertaining to the use of bond proceeds. The Council will not use the funds in any way which would cause the bonds to be classified as "Arbitrage Bonds" under the Internal Revenue Code. The Council will not take any action that would adversely affect the exemption from federal income taxation of the bonds or omit to take any action necessary to maintain such tax exempt status. If the RRAs consult with their bond counsel and their bond counsel recommends that the terms of this Agreement be amended to satisfy the provisions of this Section, the parties shall confer and amend the Agreement as needed for use of bond funds for a Disbursement.
 - e. Interest shall be based upon the Federal funds target rate.
- E. **Staff Support.** With the advance and continuing written approval of the Met Council, either RRA may provide staff support from among its own employees to assist in Project activities. The value of any such staff support (including overhead and fringe benefits) at the RRA's standard rates shall constitute an in-kind contribution of the RRA providing the staff support and the value of such staff support shall be considered part of the RRA's financial contribution for the Project. It is anticipated RCRRA staff support in 2010 dollars will be approximately \$170,000 per annum and HCRRA staff support in 2010 dollars will be \$50,000 per annum. As applicable, RCRRA and/or HCRRA shall provide documentation to the Met Council of approved staff support rendered for the Project in accordance with this section including, without limitation, applicable standard staff rates. The Met Council may request that the applicable RRA provide additional documentation to demonstrate the appropriateness and amount of staff support rendered. Within thirty days after receipt of all such documentation, the Met Council shall, after review and acceptance of the documentation, confirm in writing to the applicable RRA the approved amount that has been credited to the Project and applied to that RRA's contribution for the Project.

ARTICLE III ULTIMATE PROJECT CONTRIBUTION

- A. The parties recognize and acknowledge that the percentage contribution of RCRRA and HCRRA for Construction under this Agreement, as based on funds currently available to the Met Council from state, CTIB and federal Project fund sources, may exceed the percentage commitments as set forth in RCRRA Board Resolution No. R09-35 and R10-17 and HCRRA Board Resolution No. 09-HCRRA-0052.
- B. The parties further recognize and acknowledge that their current intent is that the ultimate percentage contribution of RCRRA and HCRRA for the entire Project (i.e., design and construction) shall approximate the proportional commitment as set forth in RCRRA Board Resolution No. R10-17 and R10-17 and HCRRA Board Resolution No. 09-HCRRA-0052.

- C. However, RCRRA and HCRRA expressly recognize and acknowledge that the intentions set forth in paragraphs A and B above are dependent on the availability of funds for the Project from annual CTIB grant funds and federal grant funds and are subject to modifications as expressed in future legislation and/or agreements among the parties.
- D. Further, RCRRA and HCRRA expressly recognize and acknowledge that their expenditures for Construction under this Agreement are solely and completely at their risk and that completion of the Project is dependent on the later commitment of annual CTIB grant funds and federal grant funds, some or all of which are not currently received or committed. Nothing in this Agreement shall be construed or deemed to create any obligation or commitment on the part of the Met Council to reimburse RCRRA or HCRRA for any Project expenditures.

ARTICLE IV CONSULTATION AND INFORMATION

During the Construction phases of the Project:

- A. The Met Council shall periodically consult with the RRAs during negotiations between Met Council and the FTA as to any agreements with the FTA related to the Project and the Met Council shall provide a reasonable opportunity to the RRAs to review and comment on any proposed agreements related to Construction between Met Council and the FTA, provided that such review and comment shall not in any manner delay the Met Council's timeline for entering into such agreements.
- B. Upon request, the Met Council will allow representatives of the RRAs to participate in the procurement review and selection process for contractors to be used in carrying out Construction activities.
- C. Upon request, and subject to the requirements of the Minnesota Government Data Practices act and other applicable law and the requirements of Met Council procurement policies and procedures, the Met Council shall make available to the RRAs, for their inspection, copies of all bids or responses to Invitation for Prequalifications ("IFP") for Construction contracts obtained by the Met Council and the actual contracts entered into pursuant to such IFP processes.
- D. The Met Council shall provide the RRAs with a reasonable opportunity to participate in Project change committees.

ARTICLE V FINANCIAL MANAGEMENT

- A. **Met Council Federal Grantee.** Met Council is the Grantee of the federal funds for the Project. As Grantee, Met Council will conduct negotiations with FTA and will submit all components of any grant application for the Project to the FTA. RCRRA and HCRRA recognize and acknowledge that as Grantee, Met Council is required, irrespective of the

participation of other parties, to ensure that the Project is carried out in compliance with federal requirements and regulations and the RRAs shall cooperate with the Met Council in carrying out that obligation.

- B. **Reporting Requirements.** Met Council will have the sole responsibility for provision of Project expenditure reporting information to the FTA and the parties. Met Council, the State Auditor, the Legislative Auditor and the MnDOT Auditor will have responsibility for audit functions.

ARTICLE VI SALE AND DISPOSITION OF REAL ESTATE

- A. **Sale or Transfer of Interest in Real Property.** Met Council may not sell or otherwise transfer any interest in real property acquired for the Project, including but not limited to the fee title interest, easement rights, air-rights or any other interest in the real property for purposes other than for use for the Central Corridor LRT, unless all of the following conditions have been complied with fully:
1. Met Council determines by official action that the interest in the real property is surplus and it is no longer usable or needed for the Central Corridor LRT;
 2. Met Council provides RRA's with written notice of any proposed sale at least sixty (60) days prior to the date of sale;
 3. The proposed sale or transfer of the interest in the real property is made as authorized by law; and
 4. The sale is for fair market value unless RRA's give their prior written approval for a sale for less than fair market value, or unless some other value is required by law. RRA's approval shall not be unreasonably withheld. A sale for at least 95% of the appraised value shall be deemed fair market value.

Sale or transfer by Met Council of CCLRT real property to the State of Minnesota or any of its agencies, or any political subdivision of the State of Minnesota, when such transfer is required by Federal or State statute, or as part of the Central Corridor LRT, shall not be deemed a sale or transfer of the real property under this section provided, however that the real property and the transferee shall be subject to the terms of this Agreement.

- B. **Disposition Alternatives and Proceeds of a Sale of Real Property.** If Met Council has fully complied with the conditions outlined in the section above, the Met Council may elect any of the following disposition alternatives:
1. Sell and reimburse the RRA. Met Council competitively markets and sells the interest in real property in conformance with the section above, and Met Council pays RRA's their proportionate share. "RRA's proportionate share" shall be RRA's

project share multiplied by the net proceeds of the sale. Net proceeds are defined as the sale price less reasonable sale costs.

2. **Sale and offset.** Met Council sells the interest in real property in conformance with the section above and Met Council applies the net proceeds from the sale to the cost of replacement property for the Central Corridor LRT. The acquisition and purchase price of such replacement property must be approved by the RRA's. Such replacement property shall be subject to the provision of this Agreement, including buy not limited to property, shall be subject to the provisions of this Article. If the purchase price of the replacement property is less than the sale price of the real property, excess funds shall be distributed in accordance with this section. The terms of the Article shall apply to the replacement property, and Met Council shall file amended declaration substituting the replacement property to be covered as restricted property.
3. **Retain title with buyout.** Compensate RRA's by multiplying RRA's project share by the fair market value for the interest in real property. Upon such payment to RRA's, **RRA's** shall release the interest in real property from the provisions of this Agreement, including but not limited to, the declaration required by the sections above.

ARTICLE VII GENERAL PROVISIONS

- A. **Consultation.** In all cases where the Met Council agrees to consult with the RRAs under this Agreement, the Met Council retains the ultimate decision-making authority with respect to the matter at issue. However, this provision shall not apply to consultation under Article II.B.2 regarding work proposed to be carried out under a Letter of No Prejudice. In such case, and in accordance with such Article II.B.2, no work under a Letter of No Prejudice shall be carried out by Met Council without the written approval of both RRAs.
- B. **RCRRA and HCRRA RRA Resolutions.** Except with respect to provisions regarding the percentage contribution of RCRRA and HCRRA for Construction, nothing in this Agreement is intended or shall be construed to amend, modify, or supersede the commitments set forth in RCRRA RRA Resolution No. R09-35 and R10-17 and HCRRA RRA Resolution No. 09-HCRRA-0052 regarding the ultimate commitment on the part of RCRRA and HCRRA to make certain expenditures for the Project as a whole or to carry out other obligations.
- C. **Conflict Resolution.** If a dispute should arise between or among the parties to this Agreement with respect to this Agreement or any of its provisions, the parties involved agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the parties involved in the dispute prior to initiation of the dispute resolution procedure in Minnesota Statutes, Section 473.3994, Subdivision 13 (regarding the parties' respective authority or responsibility); or prior to the initiation of any legal action on the part of any of the parties involved in the dispute with respect to this Agreement, any of its provisions and/or its enforcement. Each Party shall pay its own costs and expenses for preparation and

presentation of its case to the mediator. The fees and costs charged by the mediator shall be shared equally among those parties participating in such mediation.

- D. **Liability.** Subject to the liability limits contained in Minnesota Statutes Chapter 466, Met Council agrees to defend, indemnify and hold harmless the RRAs from and against any and all injury, loss, damage, claim, demand, liability, penalty, and fine, including costs and attorneys' fees ("Claims") by third parties arising from or related to Construction, which includes both the Construction Contracts and the Additional Construction Contracts. Notwithstanding the foregoing sentence, Met Council shall not be responsible to indemnify, defend or hold harmless the RRAs to the extent a Claim results from the negligence or willful misconduct of the RRAs, its employees, agents or contractors.
- E. **Employees.** All employees of each party and all persons engaged by each party in the performance of any work or services required or provided for in this Agreement to be performed by each party shall not be considered employees of any other party and any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, on any of the work or services provided to be rendered in this Agreement, shall in no way be the obligation or responsibility of any other party.
- F. **Successors and Assigns.** Each party binds itself, its partners, successors, assigns and legal representatives to the other parties for all covenants, agreements and obligations contained in this Agreement.
- G. **Applicable Provisions of Law.** The parties agree to comply with applicable provisions of federal and state laws and regulations, which shall be considered a part of this Agreement as though fully set forth in this Agreement.
- H. **Entire Agreement.** It is understood and agreed that the entire Agreement between the parties is contained in this Agreement and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement. All items referred to in this Agreement are incorporated and are deemed to be part of this Agreement. However, nothing in this section shall be deemed to affect commitments of RCRRRA and HCRRA as set forth in RCRRRA Resolutions No. R09-35 and R10-17 and HCRRA Resolution No. 09-HCRRA-0052.
- I. **Amendment.** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties to this Agreement.
- J. **Severability.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the parts which are

void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to the parties.

- K. **Non-Waiver.** One or more waivers by any party of any provision, term, condition or covenant of this Agreement shall not be construed by the other parties as a waiver of a subsequent breach of the same by the other parties.
- L. **Non-Waiver of Municipal Immunity and Limits.** Nothing in this Agreement shall be construed to waive the immunities or liability limits provided in Minnesota Statutes, Chapter 466, or other applicable state or federal law. The provisions of Minnesota Statutes, section 471.59, subdivision 1a, specifically apply to this Agreement.
- M. **Governing Law.** This Agreement is entered into under the laws of the State of Minnesota and shall be interpreted in accordance with those laws.
- N. **Notices.** Any notice or demand, which may or must be given or made by a party to this Agreement, under the terms of this Agreement or any law or regulation, shall be in writing and shall be sent certified mail or delivered in person to the other parties as follows:

MET COUNCIL

Regional Administrator
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

HCRRA

Executive Director of HCRRA
A2300 Hennepin County
Government Center
300 South 6th Street
Minneapolis, MN 55487

With copy to:
Phil Eckhert
Director Housing, Community Works, and
Transit, Hennepin County, 417 N. 5th
Street, Suite 320, Minneapolis, MN 5540

RCRRA

Director of RCRRA
6560 Ramsey County Government
Center West
50 West Kellogg Boulevard
St. Paul, MN 55102

or to such other person or address as a party may designate in writing to the other parties.

- O. **Contract Administration.** In order to coordinate the activities of the parties so as to accomplish the purposes of this Agreement, the following individuals, or their designees or successors shall manage this Agreement on behalf of the parties.

MET COUNCIL

Regional Administrator
Metropolitan Council
390 North Robert Street
St. Paul, MN 55101

HCRRA

Executive Director of HCRRA
A2300 Hennepin County
Government Center
300 South 6th Street
Minneapolis, MN 55487

RCRRA

Director of RCRRA
6560 Ramsey County Government
Center West
50 West Kellogg Boulevard
St. Paul, MN 55102

Any party may designate an alternative person (along with his/her address) to act for that party for the purposes of this section by written notice to the other parties.

- P. **Availability of Records.** The parties agree that each party to this Agreement, the Legislative Auditor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records, which are pertinent to the accounting practices and procedures of the other parties to this Agreement and involve transactions relating to this Agreement for a minimum of six years from the expiration of this Agreement.
- Q. **Data Privacy.** The parties agree to abide by all applicable state and federal laws and regulations with respect to confidential information concerning individuals and/or data including, but not limited to, information made non-public by such laws or regulations. Consistent with applicable law, no party shall acquire any right, title or interest in another party's data. Each party acknowledges and agrees that data must be used, controlled and safeguarded in compliance with the terms of this Agreement including but not limited to the provisions of the Minnesota Government Data Practices Act and other applicable law.
- R. **Effective Date and Termination; Cancellation.** This Agreement shall take effect upon execution by all of the parties to this Agreement ("Effective Date") and shall remain in effect until close out of the Project, unless extended by mutual agreement of the parties. This Agreement shall also terminate at such earlier time by agreement of the parties, if it becomes apparent that adequate state and federal funding will not be available for the Project. The parties to this Agreement may mutually agree to cancel this Agreement prior to its termination. Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement shall survive.
- S. **Effect of Termination or Cancellation.** Notwithstanding termination or cancellation of this Agreement as provided above, the RRAs shall remain liable to the Met Council for their respective shares of the costs of Construction incurred prior to the effective date of termination or cancellation.

- T. **Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Met Council, RCRRA and HCRRA, nor shall the Met Council be considered or deemed to be an agent, representative, or employee of the RCRRA or HCRRA in the performance of this Agreement, the completion of the Project or the acquisition of an interest in, improvement on or use of real property. All personnel of the Met Council or other persons while engaging in the performance of this Agreement, the completion of the Project or the acquisition of an interest in, the improvement, or use of real property shall not have any contractual relationship with RCRRA or HCRRA and shall not be considered employees of RCRRA or HCRRA. In addition, all claims that may or might arise on behalf of said personnel or other persons while so engaged out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Met Council, its officers, agents, contractors, or employees shall in no way be the responsibility of the RCRRA or HCRRA. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the RCRRA or HCRRA, including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.
- U. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective duly authorized representatives on the dates indicated.

METROPOLITAN COUNCIL

By: _____

Thomas H. Weaver
Regional Administrator

Date: _____

Approved as to form:

Office of General Counsel

IN TESTIMONY WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective duly authorized representatives on the dates indicated.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____

Its: Chair

Date: _____

Reviewed by County Attorney's Office

By: _____

Date: _____

Reviewed by County Manager

By: _____

Date: _____

IN TESTIMONY WHEREOF, the parties to this Agreement have caused this Agreement to be executed by their respective duly authorized representatives on the dates indicated.

**HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____

Its: Chair

Date: _____

By: _____

Its: Deputy/Executive Director

Date: _____

By: _____

Its: Director, Housing, Community Works & Transit

Date: _____

ATTEST:

Its: Clerk of its RRA

Date: _____

Reviewed by County Attorney's Office

Date: _____

LIST OF EXHIBITS

Exhibit	Description
A	Cash Flow

Fiscal Year 2010 Cash Flow														Aug 25, 2010
Funding Source	Jan 2010	Feb 2010	Mar 2010	April 2010	May 2010	June 2010	July 2010	Aug 2010	Sept 2010	Oct 2010	Nov 2010	Dec 2010	Total 2010	
Federal 5309 New Starts	0	0	0	0	0	0	0	0	500,000	500,000	500,000	500,000	2,000,000	
State	884,848	839,860	1,147,085	1,429,079	1,597,559	1,368,568	1,086,375	2,543,974	3,111,317	4,286,418	1,601,535	0	20,506,619	
CTIB	2,654,544	2,519,579	3,441,256	4,287,236	4,792,678	4,105,703	5,089,125	7,631,923	9,333,952	8,501,630	9,139,052	4,529,798	66,026,475	
RCRRA	619,394	587,902	802,960	1,000,355	1,118,291	957,997	1,187,463	1,780,782	2,177,922	966,934	0	0	11,200,000	
HCRRRA	265,454	251,958	344,126	428,724	479,268	410,570	508,913	763,192	933,395	414,400	0	0	4,800,000	
METC	0	0	0	0	0	0	0	0	645,500	645,500	645,500	645,500	2,582,000	
Total	4,424,240	4,199,298	5,735,426	7,146,394	7,987,796	6,842,838	8,481,875	12,719,872	16,702,986	15,314,883	11,886,087	5,675,298	107,115,093	107,115,093

Fiscal Year 2011 Cash Flow														
Funding Source	Jan 2011	Feb 2011	Mar 2011	April 2011	May 2011	June 2011	July 2011	Aug 2011	Sept 2011	Oct 2011	Nov 2011	Dec 2011	Total 2011	
Federal 5309 New Starts	0	0	0	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	0	0	0	45,000,000	
State	4,138,557	4,138,557	4,138,552	4,138,487	4,138,527	827,702	827,705	827,697	827,711	827,698	4,521,267	1,798,902	31,151,364	
CTIB	15,220,896	15,220,896	15,220,874	15,220,617	15,220,776	1,977,476	1,977,489	1,977,457	1,977,510	1,977,458	5,437,005	15,253,072	106,681,526	
RCRRA	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	11,200,000	
HCRRRA	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	4,800,000	
CITY OF ST PAUL	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	2,600,000	
CCFC	0	0	0	0	0	0	0	0	0	0	0	0	0	
METC	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	20,909,454	20,909,454	20,909,426	28,409,104	28,409,303	11,855,179	11,855,194	11,855,154	11,855,220	4,355,156	11,608,272	18,601,974	201,432,891	201,432,891

Fiscal Year 2012 Cash Flow														
Funding Source	Jan 2012	Feb 2012	Mar 2012	April 2012	May 2012	June 2012	July 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Total 2012	
Federal 5309 New Starts	0	0	0	0	13,437,500	13,437,500	13,437,500	13,437,500	13,437,500	13,437,500	13,437,500	13,437,500	107,500,000	
State	0	0	0	0	0	0	0	0	0	0	0	0	0	
CTIB	16,358,478	16,358,478	16,358,677	16,358,351	16,358,550	6,307,098	8,224,800	1,555,200	0	0	0	0	97,879,633	
RCRRA	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	11,200,000	
HCRRRA	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	4,800,000	
CITY OF ST PAUL	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	2,600,000	
CCFC	43,333	43,333	43,333	43,333	43,333	43,333	43,333	43,333	43,333	43,333	43,333	43,333	520,000	
Total	17,951,811	17,951,811	17,952,011	17,951,884	31,389,384	21,337,831	23,255,633	16,586,033	15,030,833	15,030,833	15,030,833	15,030,833	224,499,633	224,499,633

Fiscal Year 2013 Cash Flow														
Funding Source	Jan 2013	Feb 2013	Mar 2013	April 2013	May 2013	June 2013	July 2013	Aug 2013	Sept 2013	Oct 2013	Nov 2013	Dec 2013	Total 2013	
Federal 5309 New Starts	0	0	0	0	13,437,500	13,437,500	13,437,500	13,437,500	13,437,500	13,437,500	13,437,500	13,437,500	107,500,000	
State	0	0	0	0	0	0	0	0	0	0	0	0	0	
CTIB	16,358,478	16,358,478	16,358,677	16,358,351	16,358,550	6,307,098	8,224,800	1,555,200	0	0	0	0	97,879,633	
RCRRA	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	933,333	11,200,000	
HCRRRA	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	4,800,000	
CITY OF ST PAUL	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	216,667	2,600,000	
CCFC	43,333	43,333	43,333	43,333	43,333	43,333	43,333	43,333	43,333	43,333	43,333	43,333	520,000	
Total	1,333,333	1,333,333	1,333,333	1,333,333	14,770,833	14,770,833	14,770,833	14,770,833	14,770,833	14,770,833	14,770,833	14,770,833	123,500,000	123,500,000

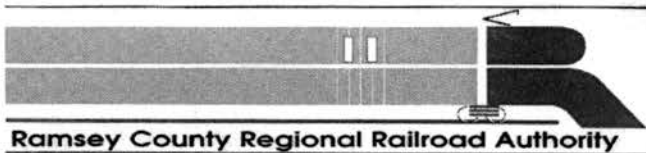
Fiscal Year 2014 Cash Flow														
Funding Source	Jan 2014	Feb 2014	Mar 2014	April 2014	May 2014	June 2014	July 2014	Aug 2014	Sept 2014	Oct 2014	Nov 2014	Dec 2014	Total 2014	
Federal 5309 New Starts	0	0	0	0	0	107,500,000	0	0	0	0	0	0	107,500,000	
State	0	0	0	0	0	0	0	0	0	0	0	0	0	
CTIB	0	0	0	0	0	0	0	0	0	0	0	0	0	
RCRRA	1,128,386	1,128,386	1,128,386	1,132,701	1,128,386	1,128,386	1,128,386	1,138,676	1,128,386	1,138,219	1,128,386	1,228,936	13,665,617	
HCRRRA	465,062	465,062	465,062	466,912	465,062	465,062	465,062	469,472	465,062	469,277	465,062	507,676	5,633,837	
Total	1,593,448	1,593,448	1,593,448	1,599,613	1,593,448	109,093,448	1,593,448	1,598,148	1,593,448	1,597,496	1,593,448	1,736,612	128,799,454	128,799,454

Fiscal Year 2015 Cash Flow														
Funding Source	Jan 2015	Feb 2015	Mar 2015	April 2015	May 2015	June 2015	July 2015	Aug 2015	Sept 2015	Oct 2015	Nov 2015	Dec 2015	Total 2015	
Federal 5309 New Starts	0	0	0	0	0	71,274,776	0	0	0	0	0	0	71,274,776	
Total	0	0	0	0	0	71,274,776	0	0	0	0	0	0	71,274,776	71,274,776

Summary Cash Flow														
Funding Source	PE Total	FD Total	FFGA total	Total 2007-2015	Total 2007	Total 2008	Total 2009	Total 2010	Total 2011	Total 2012	Total 2013	Total 2014	Total 2015	Total 2007-2015
Federal 5309 New Starts	39,175,224	2,000,000	438,774,776	479,950,000	50,08%	5,935,990	12,068,851	19,670,383	2,000,000	45,000,000	107,500,000	107,500,000	71,274,776	478,450,000
State	42,761,810	17,634,826	31,151,364	91,548,000	9,55%	2,084,095	15,455,374	22,350,548	20,506,619	31,151,364	0	0	0	91,548,000
CTIB	21,977,745	57,411,097	204,561,159	283,950,000	29,63%	0	0	13,362,366	66,026,475	106,681,526	97,879,633	0	0	283,950,000
RCRRA (1)	9,955,638	9,189,745	47,265,617	66,411,000	6,93%	0	0	7,945,383	11,200,000	11,200,000	11,200,000	11,200,000	13,665,617	66,411,000
HCRRRA (1)	4,286,702	3,938,462	20,033,837	28,239,000	2,95%	0	0	3,405,164	4,800,000	4,800,000	4,800,000	4,800,000	5,633,837	28,239,000
CITY OF ST PAUL	0	5,200,000	5,200,000	5,200,000	0,54%	0	0	0	2,600,000	2,600,000	0	0	0	5,200,000
CCFC	0	520,000	520,000	520,000	0,05%	0	0	0	0	520,000	0	0	0	520,000
METC	2,582,000	0	2,582,000	2,582,000	0,27%	0	0	0	2,582,000	0	0	0	0	2,582,000
Total	118,137,119	92,766,129	747,506,763	958,409,899	100,00%	8,020,085	27,524,225	66,733,844	107,115,093	201,432,891	224,499,633	123,500,000	128,799,454	956,900,000

(1) Includes deduction in the PE and 2008 columns for the 2008 cash flow amounts that were never billed to the RRA's; and an increase in the FFGA and 2014 columns to account for that decrease.

25



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/16/10

Regional Railroad Authority Meeting Date:

SUBJECT: Approve funding to continue Central Corridor construction activities through the first quarter of 2011

EXECUTIVE SUMMARY

The Federal Transit Administration (FTA) allows for local funding to be used for construction elements prior to the execution of a Full Funding Grant Agreement (FFGA) if these elements are covered under a Letter of No Prejudice (LONP). Local funds spent on the work count as local share of the project if it is federally funded but the LONP does not constitute a guarantee of Federal funding. The funding agreement between the Metropolitan Council and Ramsey County Regional Railroad Authority (RCRRA) states that future LONP activities require approval of the local funding organizations.

By Resolution R10-32, approved on May 11, 2010, RCRRA approved early construction activities of \$41.9 million under an LONP, with an RCRRA share of \$5.9 million. This amount was based on an approved FFGA by the end of 2010. FTA has stated that approval will not be received until the first quarter of 2011 due to the requirements of the Federal process. In order to avoid increased costs and delays, the attached resolution would provide funding for the work to continue, uninterrupted through the first quarter of 2011. FTA has indicated that that is a reasonable expectation for the FFGA.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

Approve continuation of early construction work on the Central Corridor during the first quarter of 2011, upon receipt of an FTA Letter of No Prejudice, up to an RCRRA share of \$5.8 million from the existing RCRRA Central Corridor commitment of \$67,000,000.

1

SUBJECT: Approve funding to continue Central Corridor construction activities through the first quarter of 2011

EXECUTIVE SUMMARY (Cont.)

In order to meet the construction schedule for a 2014 opening it was necessary to begin major construction during the 2010 construction season. The FFGA is not expected until the first quarter of 2011. The Central Corridor Project Office negotiated with FTA to identify activities that could be done under a Letter of No Prejudice in advance of the FFGA. The work includes civil construction, systems and vehicle procurement activities. RCRRA and the other local funding partners would provide up to \$41.8 million for the work. RCRRA's share is \$5.8 million or 14%. These funds are available in the RCRRA project budget. This advanced local funding will be credited against the entire project funding once the FFGA is executed. This action would bring the total RCRRA share of work under Letters of No Prejudice to \$15.8 million. If the project is not completed, there will not be Federal reimbursement for the Federal share of these funds.

The work would not be started without a Letter of No Prejudice from FTA.

After adjustments for the funding for the additional three stations, the anticipated funding split for the entire project remains:

- 50% Federal
- 30% Counties Transit Improvement Board
- 10% State
- 7% Ramsey County Regional Railroad Authority
- 3% Hennepin County Regional Railroad Authority

SUBJECT: Approve funding to continue Central Corridor construction activities through the first quarter of 2011

ATTACHMENTS:

None

PREVIOUS ACTIONS:

R09-24, dated June 9, 2009 approved an Agreement with the Metropolitan Council for Preliminary Engineering and Final Design for Central Corridor and LONP funding for advanced utility work.

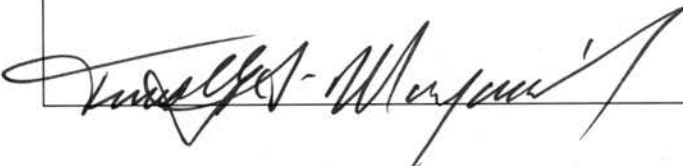
R10-13, dated January 26, 2010 approved work on advanced traffic improvements under LONP #2.

R10-32, dated May 11, 2010 approved early construction under LONP #3.

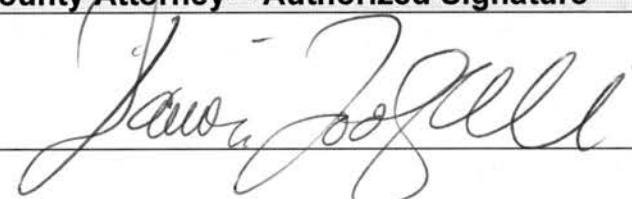
COUNTY MANAGER'S COMMENTS:

Approval of this LONP is important in order to maintain the Central Corridor budget and schedule, while aiming toward a FFGA in the first quarter of 2011.

SUBJECT: Approve funding to continue Central Corridor construction activities through the first quarter of 2011

Regional Railroad Authority – Authorized Signature	Date
	11-9-10

Budgeting & Accounting – Authorized Signature	Date
	11/8/10

County Attorney – Authorized Signature	Date
	11/9/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approve funding to continue Central Corridor construction activities through the first quarter of 2011

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the
2 Central Corridor and other transit projects that benefit the citizens of Ramsey County; and
3

4 WHEREAS, The Metropolitan Council is responsible for delivering the project according to
5 Federal Transit Administration and local project partners' requirements; and
6

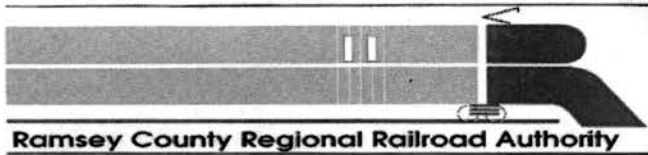
7 WHEREAS, The project is expected to receive a Full Funding Grant Agreement in the first
8 quarter of 2011; and
9

10 WHEREAS, In order to maintain the project schedule, construction begun in 2010 needs to
11 continue; and
12

13 WHEREAS, The Federal Transit Administration allows for early construction under a Letter
14 of No Prejudice; Now, Therefore, Be It
15

16 RESOLVED, That the Ramsey County Regional Railroad Authority approves continuation of
17 early construction work on the Central Corridor during the first quarter of 2011, upon receipt of an
18 FTA Letter of No Prejudice, up to an RCRRA share of \$5.8 million from the existing RCRRA
19 Central Corridor commitment of \$67,000,000.
20
21

5



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/16/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Agency Agreement with Mn/DOT for Federal funding of the Union Depot Multi-Modal Transit Hub Project

EXECUTIVE SUMMARY

Federal funding for the Union Depot Multi-Modal Transit Hub is coming to the Ramsey County Regional Railroad Authority (RCRRA) through the Minnesota Department of Transportation (MnDOT). Federal transportation funding typically flows to local units of government through either MnDOT or the Met Council. MnDOT requires an Agency Agreement with the local unit of government to describe the process and the responsibilities of the parties. Ramsey County Public Works has a similar agreement with MnDOT.

ACTION REQUESTED

1. Approve the Agency Agreement with the Minnesota Department of Transportation for Federal funding of the Union Depot project.
2. Authorize the Chair to execute the Agreement.

SUBJECT: MnDOT/RCRRA Agency Agreement for Federal funding for the Union Depot Multi-Modal Transit Hub Project

ATTACHMENTS:

Agency Agreement for Federal Funding for the Union Depot Multi-Modal Transit Hub project

PREVIOUS ACTION:

N/A

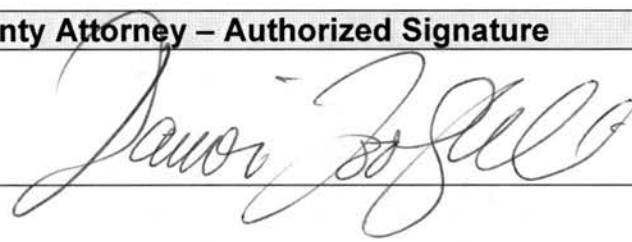
COUNTY MANAGER'S COMMENTS:

This agreement is required for the receipt of Federal funding for the Union Depot.

SUBJECT: MnDOT/RCRRA Agency Agreement for Federal funding for the Union Depot Multi-Modal Transit Hub Project

Regional Railroad Authority – Authorized Signature	Date
	11-9-10

Budgeting & Accounting – Authorized Signature	Date
	11/8/10

County Attorney – Authorized Signature	Date
	11/9/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: MnDOT/RCRRA Agency Agreement for Federal funding for the Union Depot Multi-Modal Transit Hub Project

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority is developing the Union Depot
2 as a multi-modal transit hub; and
3

4 WHEREAS, Federal funding has been appropriated to support the project through the
5 Minnesota Department of Transportation; and
6

7 WHEREAS, An Agency Agreement is required between the Minnesota Department of
8 Transportation and the Ramsey County Regional Railroad Authority for the administration of the
9 Federal funds; Now, Therefore, Be It
10

11 RESOLVED, That the Ramsey County Regional Railroad Authority approves the Agency
12 Agreement with the Minnesota Department of Transportation for Federal funding of the Union
13 Depot project; and be it further
14

15 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to
16 execute the Agreement.

STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
RAMSEY COUNTY REGIONAL RAIL AUTHORITY

FOR FEDERAL PARTICIPATION IN
CONSTRUCTION
FOR
UNION DEPOT PROJECTS

This agreement is entered into by and between RAMSEY COUNTY REGIONAL RAIL AUTHORITY ("RCRRA") and the State of Minnesota acting through its Commissioner of Transportation ("Mn/DOT"),

Pursuant to Minnesota Statutes Section 161.36, the RCRRA desires Mn/DOT to act as the RCRRA's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds. The RCRRA is proposing a federal aid project to rehabilitate the historic Union Depot building in Saint. Paul, Minnesota, hereinafter referred to as the "Project(s)"; and

The Project is eligible for the expenditure of federal aid funds, and is identified in Mn/DOT records as Construction of the Union Depot Multimodal Transit Facility, and in Federal Highway Administration ("FHWA") records as the same; and

Mn/DOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE RCRRA.

A. DESIGNATION. The RCRRA designates Mn/DOT to act as its agent to accept and disburse federal funds made available for the Project. For details on the procedures to follow see: <http://www.dot.state.mn.us/stateaid/dcp/dcpchecklist.htm>.

B. STAFFING.

1. The RCRRA will designate a publicly employed registered engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If RCRRA elects to use a private consultant for

Agreement no. 97854

engineering services, the RCRRA will provide a qualified, full-time public employee of the RCRRA, to be in responsible charge of the Project. The services of the RCRRA to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the RCRRA is notified in writing by Mn/DOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the RCRRA from its primary responsibility for performance of the work.

2. During the progress of the work on the Project, the RCRRA authorizes its Project Engineer to request in writing specific engineering and/or technical services from Mn/DOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If Mn/DOT furnishes the services requested, and if Mn/DOT requests reimbursement, then the RCRRA will promptly pay Mn/DOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current Mn/DOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make Mn/DOT a principal or co-principal with respect to the Project.
 3. The RCRRA will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.
- C. LETTING. The RCRRA has contracted with a Construction Manager at Risk (CMAR) to implement this project. The CMAR will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations. The CMAR will conduct the bidding and construction management processes on behalf of the RCRRA and with the RCRRA's approval.
1. The RCRRA will solicit bids after obtaining written notification from Mn/DOT that the FHWA has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
 2. The RCRRA will prepare the Proposal for Construction for the construction contract, which will include all of the federal-aid provisions supplied by Mn/DOT.
 3. The RCRRA will prepare and publish the bid solicitation for the Project as required by state and federal laws. The RCRRA will include in the solicitation the required language for federal-aid contracts as supplied by Mn/DOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders. The solicitation will state where the RCRRA will receive the sealed bids.

4. The RCRRA may not include other work in the contract for the authorized Project without obtaining prior notification from Mn/DOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
5. The RCRRA will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
6. The RCRRA will receive, open, and evaluate bids.
7. After the bids are opened, the CMAR will consider the bids and will award the contract as required by state and federal laws, or reject all bids. If the bid contains a goal for Disadvantaged Business Enterprises, the CMAR will not award the contract until it has received certification of the Disadvantaged Business Enterprise participation from the Mn/DOT Office of Civil Rights. The contract award requires the approval of RCRRA.
8. This written consent will in no way relieve the RCRRA from its primary responsibility for performance of the work. Subcontractor agreements must contain all appropriate terms and conditions of this agreement.

D. CONTRACT ADMINISTRATION.

1. The CMAR will prepare and execute a construction contract with the Contractor, in accordance with the special provisions and the latest edition of Mn/DOT's Standard Specifications for Construction.
2. The Project will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of Mn/DOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the RCRRA Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
3. The RCRRA will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project. The services of the RCRRA to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the RCRRA is notified in writing by Mn/DOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the RCRRA from its primary responsibility for performance of the work.
4. The RCRRA will document quantities in accordance with the guidelines set forth in the Mn/DOT Contract Administration Manual Sections 410 and 420 that were in effect at the time the work was performed.

5. The RCRRA will test materials in accordance with the Schedule of Materials Control listed in the project proposal. The RCRRA will notify Mn/DOT when work is in progress on the Project that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The RCRRA may make changes in the plans or the character of the work, as may be necessary to complete the Project, and may enter into supplemental agreement(s) with the individual, firm, or corporation contracting for and undertaking prosecution of the prescribed work (hereinafter "Contractor"). The RCRRA will not be reimbursed for any costs of any work performed under a supplemental agreement unless Mn/DOT has notified the RCRRA that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The RCRRA will request approval from Mn/DOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
8. The RCRRA will prepare reports, keep records, and perform work so as to enable Mn/DOT to collect the federal aid sought by the RCRRA. Required reports are listed in the Mn/DOT State Aid Manual, Delegated Contract Process Checklist, available from Mn/DOT's authorized representative. The RCRRA will retain all records and reports in accordance with Mn/DOT's record retention schedule for federal aid projects.
9. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS FOR CONSTRUCTION OF THE PROJECT.

1. The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the RCRRA. The RCRRA will pay any part of the cost or expense of the Project that is not paid by federal funds.
2. The RCRRA will prepare partial estimates in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the amount of each partial estimate. Following certification of the partial estimate, the RCRRA will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project.
3. Following certification of the partial estimate, the RCRRA may request reimbursement for costs eligible for federal funds. The RCRRA's request will be made to Mn/DOT and will include a copy of the certified partial estimate.

4. Upon completion of the Project, the RCRRA will prepare a final estimate in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the final estimate. Following certification of the final estimate, the RCRRA will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project.
5. Following certification, by the Project Engineer, of the final estimate, the RCRRA may request reimbursement for costs eligible for federal funds. The RCRRA's request will be made to Mn/DOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

1. The RCRRA must comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the prescribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the RCRRA to carry out the above requirements.
3. Workers' Compensation. Any and all employees of the RCRRA or other persons while engaged in the performance of any work or services required or permitted by the RCRRA under this agreement will not be considered employees of Mn/DOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of Mn/DOT. The RCRRA will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.
4. Utilities. The RCRRA will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which

occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

G. AUDIT.

1. The RCRRA will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the RCRRA are subject to examination by the United States Government, Mn/DOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years. The RCRRA will be responsible for any costs associated with the performance of the audit.

H. MAINTENANCE. The RCRRA assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

I. CLAIMS. The RCRRA will pay any and all lawful claims arising out of or incidental to the performance of the Project work. The RCRRA acknowledges that Mn/DOT is acting only as the RCRRA's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. In all events, the RCRRA will indemnify Mn/DOT and hold Mn/DOT harmless from any claims arising out of the Project.

II. DUTIES OF Mn/DOT.

A. ACCEPTANCE. Mn/DOT accepts designation as Agent of the RCRRA for the receipt and disbursement of federal funds and will act in accordance herewith.

B. PROJECT ACTIVITIES.

1. Mn/DOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. Mn/DOT will provide to the RCRRA copies of the required Federal-aid provisions to be included in the Proposal.
3. Mn/DOT will review and certify the DBE participation and notify the RCRRA when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then RCRRA must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming

Agreement no. 97854

ineligible for federal assistance, and the RCRRA must make up any shortfall.

4. Mn/DOT will provide the required labor postings.

C. PAYMENTS.

1. Mn/DOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. Mn/DOT will review and certify each partial pay request. Following certification of the partial estimate, Mn/DOT will reimburse the RCRRA, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project, the RCRRA will prepare a final payment request in accordance with the terms of this agreement. Mn/DOT will review and certify the final payment request with a final audit.
4. In the event Mn/DOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the RCRRA may continue the work with local funds only, until such time as Mn/DOT is able to process the federal aid reimbursement requests.

D. AUTHORITY. Mn/DOT may withhold federal funds, if Mn/DOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

E. INSPECTION. Mn/DOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The RCRRA will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.

III. AUTHORIZED REPRESENTATIVES. Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

A. The RCRRA authorized representative is Timothy A. Mayasich, Director, Suite 6560 RCGC-West, 50 Kellogg Boulevard, St. Paul, MN 55102, or his successor.

B. Mn/DOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, Mail Stop 500, St Paul, MN 55155, phone 651.366.3822, or her successor.

- IV. TORT LIABILITY. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs Mn/DOT liability.
- V. ASSIGNMENT. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. AMENDMENTS. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. TERM OF AGREEMENT. This agreement will be effective upon execution by the RCRRA and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. TERMINATION. This agreement may be terminated by the RCRRA or Mn/DOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the RCRRA as set forth in this Agreement. In the event of such a termination the RCRRA will be entitled to reimbursement for Mn/DOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.

Remainder of this page left intentionally blank

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

RCRRA

RCRRA certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Title: _____

DEPARTMENT OF TRANSPORTATION

By: _____

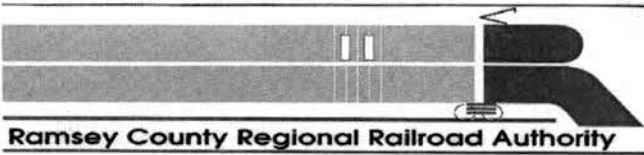
Title: Director,
State Aid for Local Transportation

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/16/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Union Depot Economic Analysis and Development Potential Study - Presentation

EXECUTIVE SUMMARY:

HR&A Advisors will provide a study update of the Union Depot Economic Analysis and Development Potential Study at this meeting.

ACTION REQUESTED:

None. For information and discussion only.

1

SUBJECT: Union Depot Economic Analysis and Development Potential Study - Presentation

ATTACHMENTS:

● The Union Depot – Development Potential and Economic Analysis, Summary of Findings

PREVIOUS ACTION:

N/A

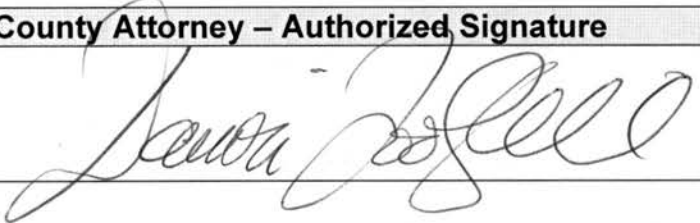
COUNTY MANAGER'S COMMENTS:

2

SUBJECT: Union Depot Economic Analysis and Development Potential Study - Presentation

Regional Railroad Authority – Authorized Signature	Date
	11/9/10

Budgeting & Accounting – Authorized Signature	Date
	11/8/10

County Attorney – Authorized Signature	Date
	11/9/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

The Union Depot

Development Potential and Economic Analysis

Summary of Findings | November 16, 2010



Project Overview

Project team

Project lead



Core project team



Lake State
Realty Services



Resource group



EHLERS
LEADERS IN PUBLIC FINANCE

**URBAN
STRATEGIES
INC.**



**BLOOM
COMPANIES, LLC**
infrastructure innovation and integrity

HR&A experience



Moynihan Station



Hoboken Terminal



The High Line



Anacostia Waterfront Initiative

Study objectives

- Ensure Union Depot becomes a vibrant and inviting place.
- Provide a revenue stream to support and sustain operations.
- Maximize economic benefits of redevelopment downtown and across all transit corridors.
- Engender Lowertown's growth as a distinctive community.

Development Context

Site Context | 1/3 of the downtown riverfront



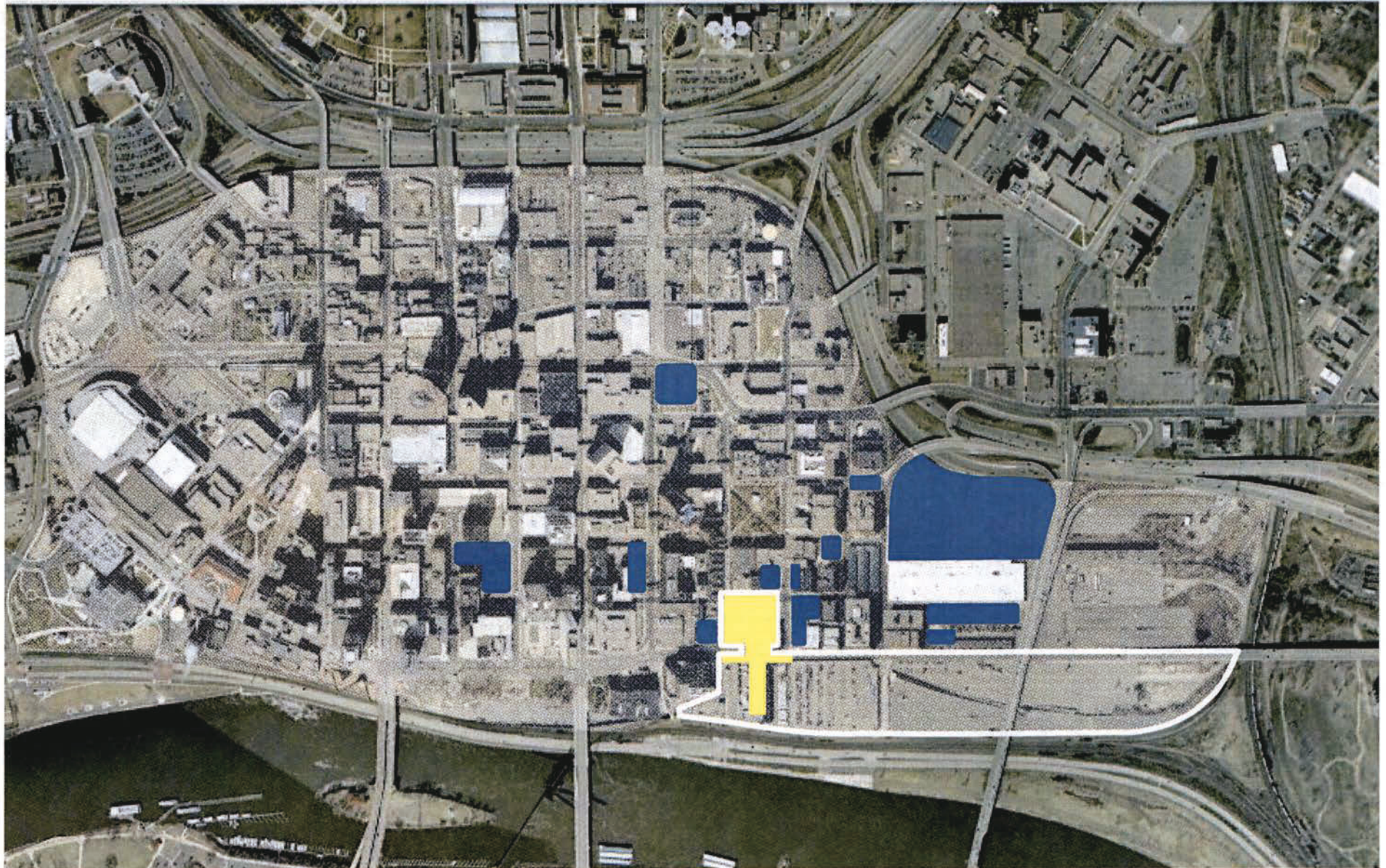
Site Context | Catalyst for downtown development



Site Context | Long-term riverfront strategy

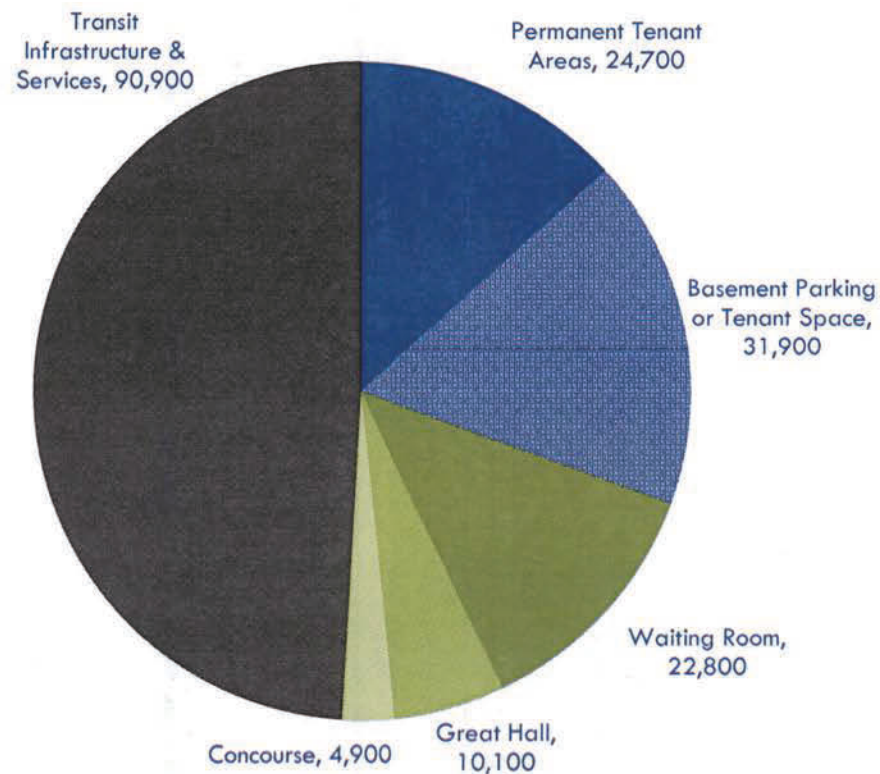


Step One | Union Depot activation & development



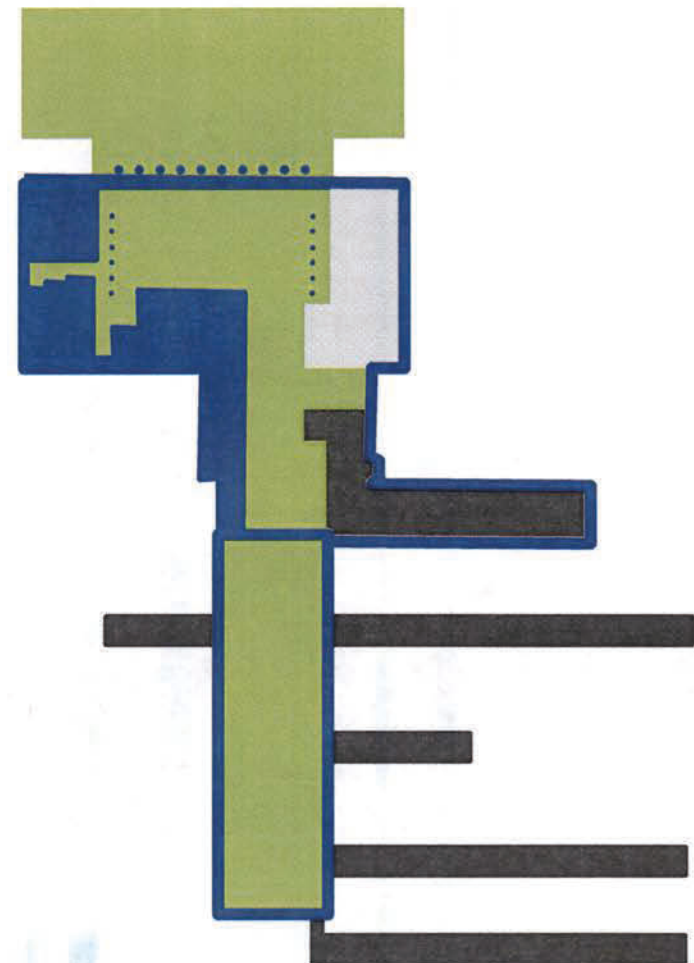
Union Depot investments yield substantial opportunity

185,000 Square Feet



- + 41,100 SF Front Plaza & Lawn
- + Subbasement & other parking areas
- + 30 acres of surrounding land

Main Floor Layout



Methodology | understanding Union Depot potential

1. Market assessment

- A. Local demographics
- B. 4-sector real estate analysis
- C. Real estate roundtable
- D. Retail/entertainment district benchmarking
- E. Public market district assessment

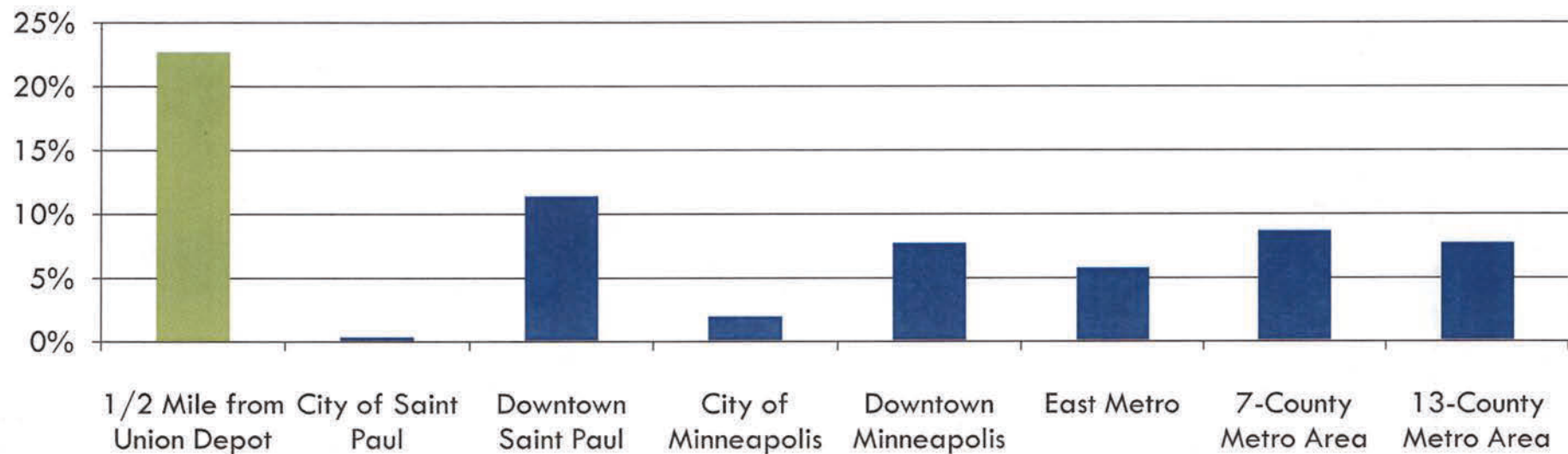
2. Transit hub benchmarking

3. Adaptive reuse case studies

Market Assessment

Demographic overview & trends

Twin Cities Population Growth Rate, 2000-2009



- 4,500 residents & 35,000 workers within 1/2 mile of Union Depot
- Rapid growth in Downtown & Lowertown
- Target urban populations
- Increasingly Asian, Black & Latino

Source: Site to do business.

Real estate overview & trends

Residential: more amenities can fuel growth



210 units absorbed annually since 2000

~5,000-7000 new units by 2040

Hotel: requires more business & entertainment



All 6 downtown hotels renovated since 2005

62% occupancy

Office: major tenant attraction needed



17% vacancy for competitive space + USPS building

New construction driven by large tenants

Retail: growing scene in need of critical mass



Momentum for food & beverage, but not dry goods

Programming helps drive demand

Retail Market: More opportunities needed

People need more reasons to come downtown

Entertainment District	Bars & Entertainment Venues	Restaurants
Austin Warehouse District	40	120
LoDo, Denver	35	35
Distillery District, Toronto	36	10
Beale Street, Memphis	16	10
Lowertown E.D.	5	6+



Fresh Food



Fresh Art



Fresh Culture

Transit Hub Benchmarking

Union Depot ridership will evolve over time

Phase I

2012

opening

175,000

annual riders

Amtrak
Greyhound
Jefferson Lines
Metro Transit

Phase II

2014

opening

925,000

annual riders

Central Corridor LRT

Phase III

2015-2030

opening

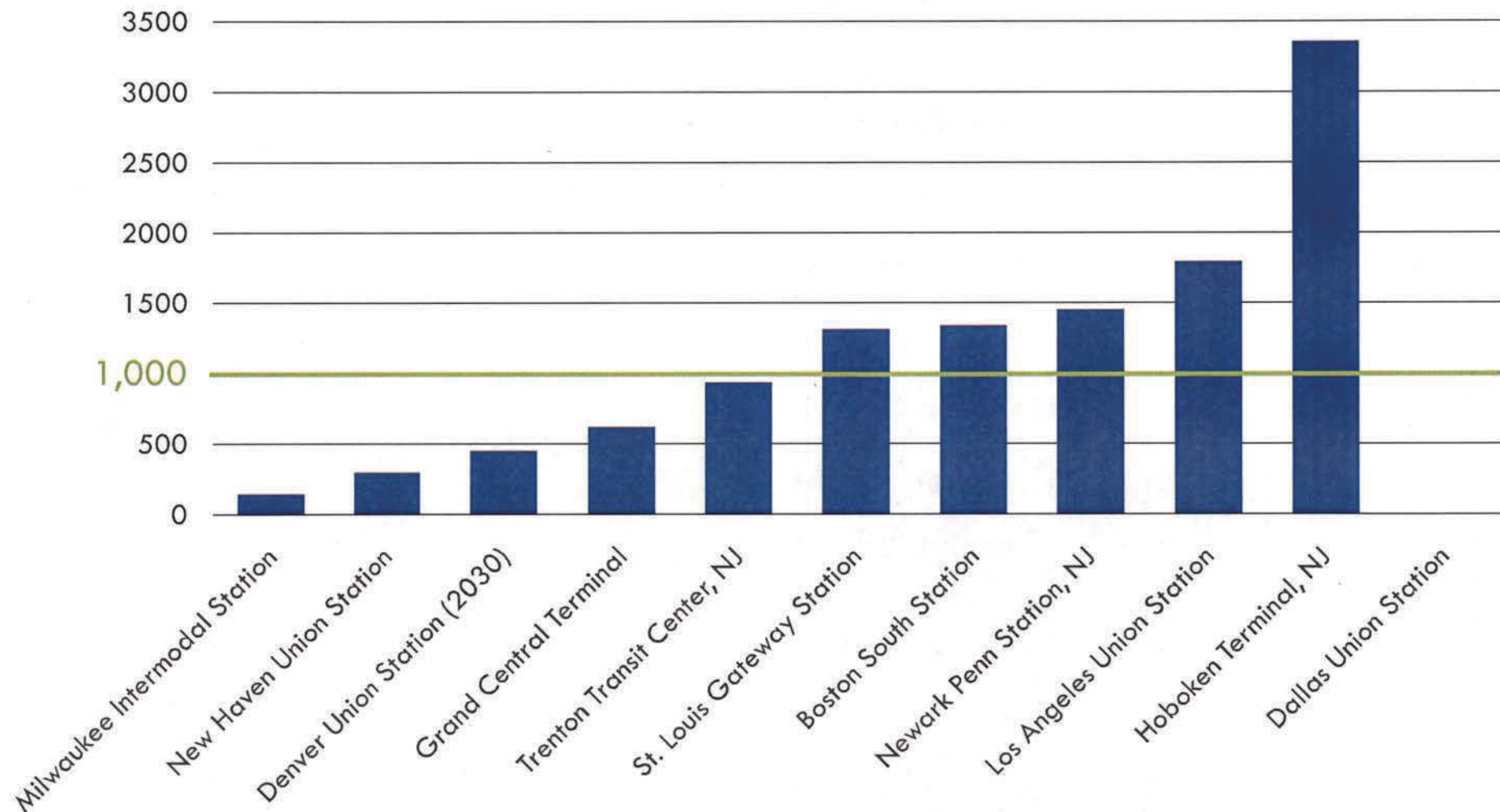
3,870,000

annual riders

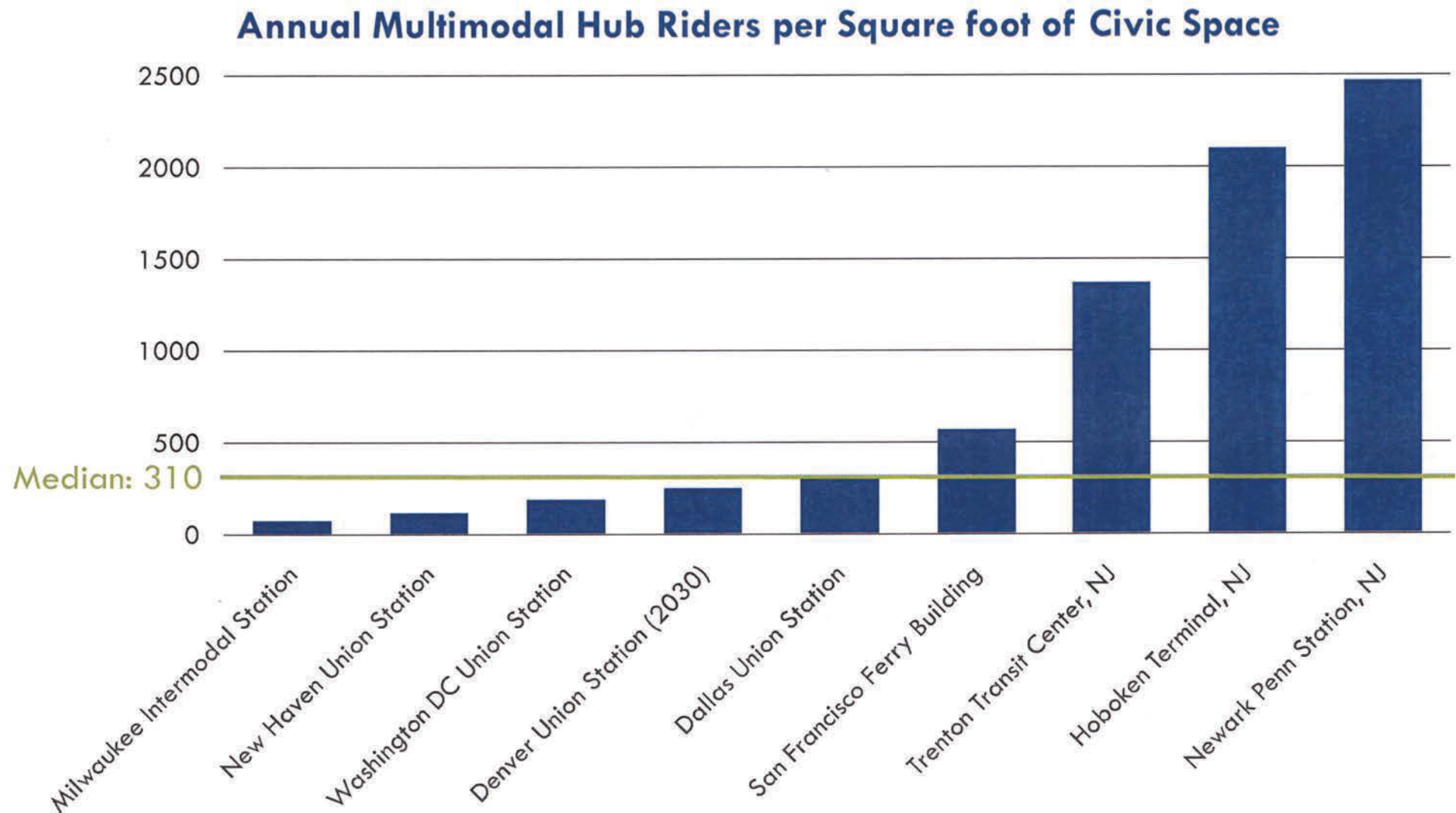
High Speed Rail
Duluth | Eau Claire
Red Rock | Rush Line
Rochester | Mankato
Gateway | Riverview
Robert Street

Retail | 1,000 annual riders = 1 square foot

Annual Multimodal Hub Riders per Square Foot of Retail



Civic Space | 310 riders = 1 square foot



Union Depot's challenge & opportunity

Retail demand from transit riders over time

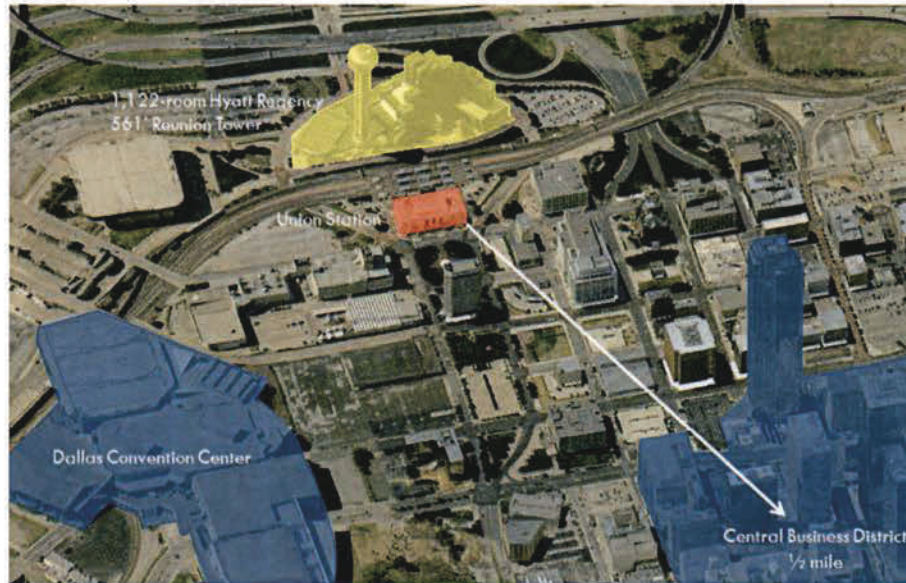
Year	Potential transit retail demand	% main floor tenant areas
2012	+/- 200 SF	1%
2014	+/- 900 SF	6%
2034	+/- 4,000 SF	26%

Civic space demand from transit riders over time

Year	Transit rider civic space demand	% main floor civic spaces
2012	+/- 600 SF	2%
2014	+/- 3,000 SF	8%
2034	+/- 12,500 SF	33%

Case Studies

Dallas Union Station



- 4 million riders, no retail, minimal impact
- Leveraged historic waiting room for station redevelopment
- Model driven by private development surrounding station led to minimal public benefit in station

Midtown Global Market



- Concept driven by local community;
business incubator first & foremost
- Optimistic, not pragmatic revenue forecasts led to unexpected additional requests for public funds
- Programming helps drive retail success
- Experienced leadership was key to economic performance

San Francisco Ferry Building



- Transit hub disconnected from the city, adjacent to downtown
- Existing farmers market inspired local food culture marketplace, creating enhanced destination
- Historic building leveraged for quality retail experience
- Well-capitalized developer needed for untested retail
- A single project with a catalytic affect for the waterfront

Lessons learned for Union Depot

1. **Historic rehabilitation** can be promoted for value
2. **A mix of local uses** can enhanced the whole – for site & city
3. **Programming** drives civic vibrancy & retail demand
4. **Getting phase 1 right** creates value for future phases
5. **Interim use & market flexibility are key**

Recommended Development Framework

Goals

Vibrant station environment

Sustainable revenue stream

Economic development

Growth distinct to Ramsey County

Strategies

Complement transit and induce demand

Tap into diversifying demographics

Complement local business

Attract regional demand

Leverage historic building

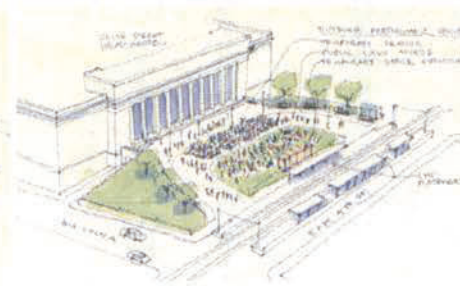
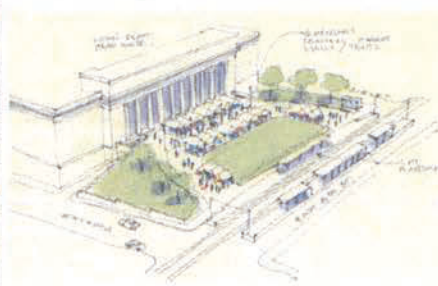
Make it uniquely local

Recommendation

Diverse local retail marketplace



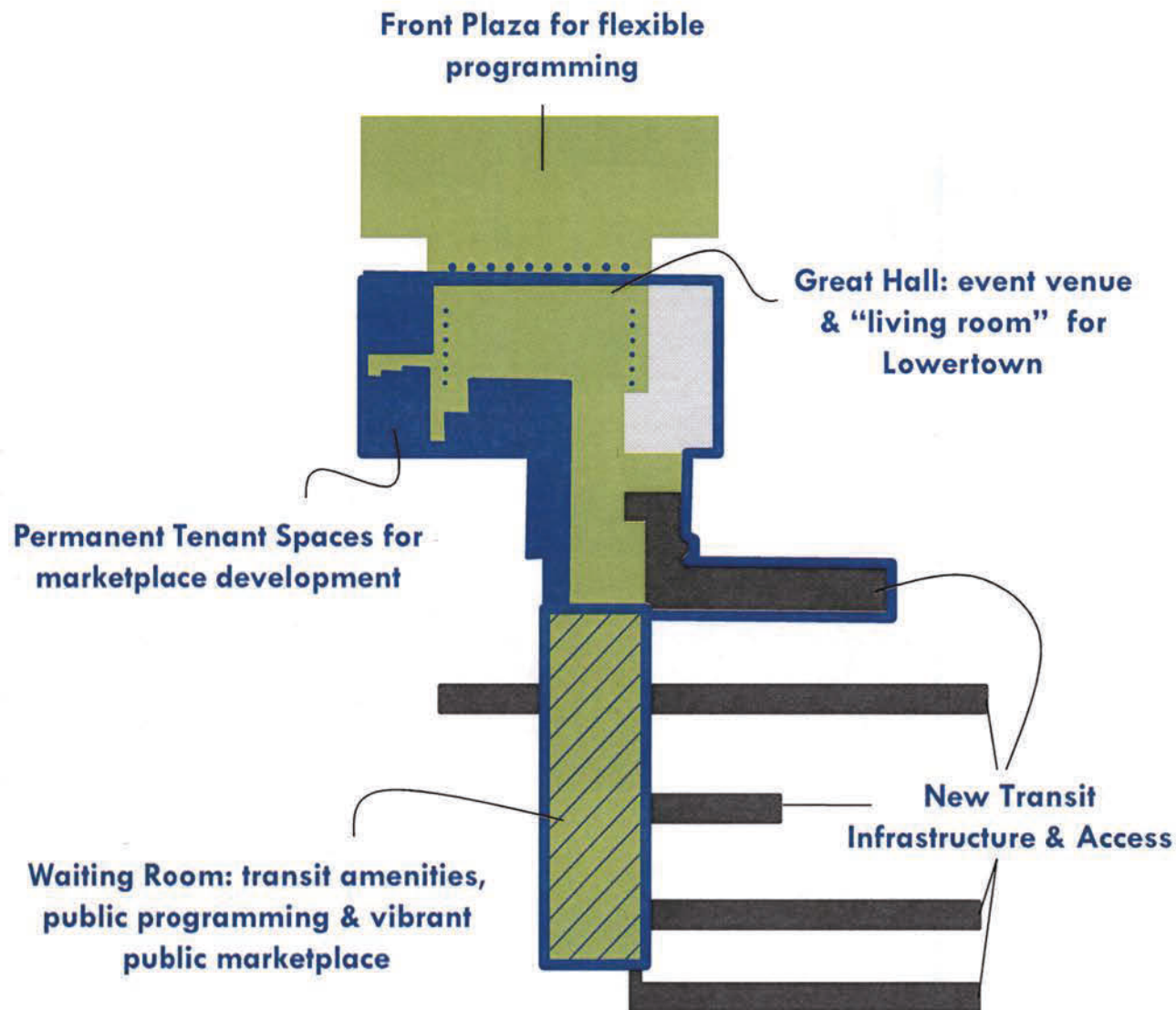
Frequent public programming



Flexible event venue



Conceptual building program



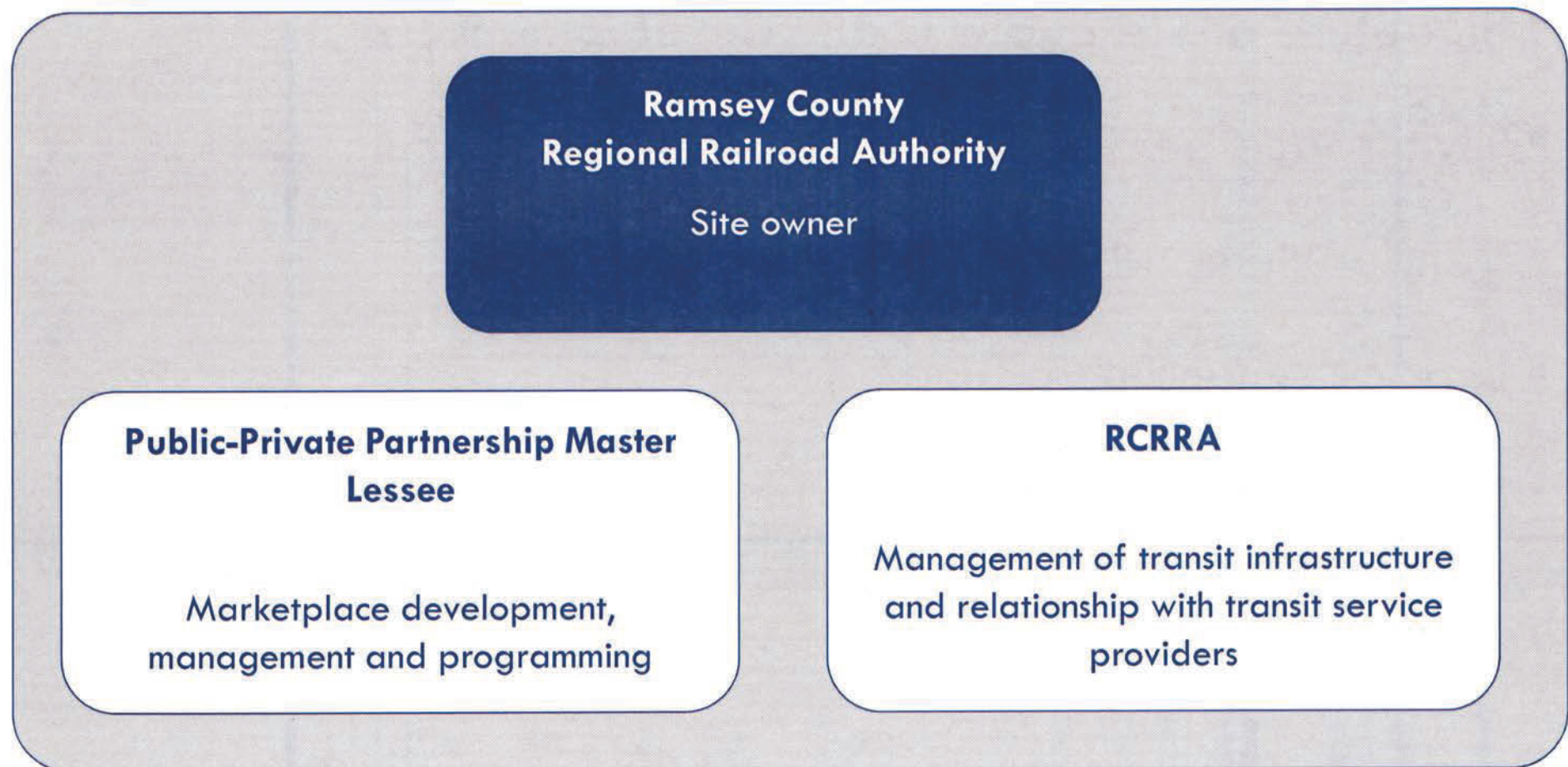
Keys to Implementation

Make the Depot more marketable

- Connection to riverfront
- Signature onsite public realm development
- Civic space flexibility
- Vendor demand analysis & target tenants
- Legacy Amendment funding
- Public financial support

Optimize building management for RCRRA

Recommended stewardship structure



Pursue public-private partnership

A public-private partnership can:

1. Reduce RCRRA's management responsibilities.
2. Maximize opportunities for entrepreneurship.
3. Leverage expertise in development and marketing.
4. Realize public aspirations with minimal public cost.

Square Feet Under Management by RCRRA and Private Partners



Maximize public benefits

Benefits from Transit Infrastructure



Benefits from Programming

Economic Benefits	Ramsey County	Region
Union Depot Construction	\$27.7	\$109.7
Union Depot Operations	\$5.6	\$7.9
Surrounding Development Construction	\$10.7	\$42.3
Permanent Jobs in Surrounding Development	\$404.9	\$404.9
Total	\$448.9	\$564.8

Source: AECOM

Small business development & Job creation

Real estate value increments

(potentially double-digit)

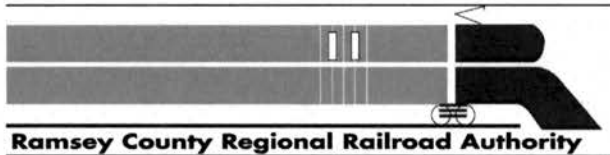
Increased local spending

Augmented fiscal revenues

Amenities for Lowertown

Plan of action

1. Define parameters for master lease.
2. Commence significant outreach to potential partners.
 - + Pursue efforts to make the project more marketable.
3. Develop a solicitation process to select a development partner.



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

REGIONAL RAILROAD AUTHORITY MEETING AGENDA

December 14, 2010

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

.....
ROLL CALL and Call to Order

AGENDA of the December 14, 2010 Board Meeting is presented for approval.

MINUTES of the November 16, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Ratification of Report of Contracts

Board Action Requested:

Approve the report of contracts for the period of July 1, 2010 through September 30, 2010.

2. Approve the 2011 tax levy in the amount of \$19,938,811 for the Ramsey County Regional Railroad Authority

Board Action Requested:

Approve the 2011 tax levy in the amount of \$19,938,811.

3. Minnesota Passenger Rail Program Update

Board Action Requested:

None. For information and discussion only.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

November 16, 2010

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Parker, Reinhardt, Rettman, McDonough – 6. Absent: Ortega – 1. Also present were Julie Kleinschmidt, County Manager, and Darwin Lookingbill, Director, Civil Division, County Attorney's Office.

Chair McDonough called the meeting to order at 10:10 a.m.

AGENDA

Commissioner Parker moved approval of the Agenda of the November 16, 2010 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 6. Nays – 0.

MINUTES

Commissioner Parker moved approval of the Minutes of the November 2, 2010 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 6. Nays – 0.

1. Central Corridor Construction Funding Agreement with the Metropolitan Council and Hennepin County Regional Railroad Authority

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 6. Nays – 0. (R10-52)

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the Central Corridor and other transit projects that benefit the citizens of Ramsey County; and

WHEREAS, The Metropolitan Council is responsible for delivering the project according to Federal Transit Administration and local project partners' requirements; and

WHEREAS, Early construction has begun for the project and a Full Funding Grant Agreement with the Federal Transit Administration is planned for late 2010; and

WHEREAS, Adjustments to the project, including adding the three stations on University Avenue have resulted in a project budget of \$956.9 million; and

WHEREAS, The Ramsey County Regional Railroad Authority's share of the Central Corridor Light Rail Project is seven percent of the project, not to exceed \$67,000,000, Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority Approves the Cooperative Funding Agreement for Construction for the Central Corridor with the Metropolitan Council and the Hennepin County Regional Railroad Authority; and be it further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute the Agreement.

2. Approve funding to continue Central Corridor construction activities through the first quarter of 2011

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 6. Nays – 0. (R10-53)

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the Central Corridor and other transit projects that benefit the citizens of Ramsey County; and

WHEREAS, The Metropolitan Council is responsible for delivering the project according to Federal Transit Administration and local project partners' requirements; and

WHEREAS, The project is expected to receive a Full Funding Grant Agreement in the first quarter of 2011; and

WHEREAS, In order to maintain the project schedule, construction begun in 2010 needs to continue; and

WHEREAS, The Federal Transit Administration allows for early construction under a Letter of No Prejudice; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves continuation of early construction work on the Central Corridor during the first quarter of 2011, upon receipt of an FTA Letter of No Prejudice, up to an RCRRA share of \$5.8 million from the existing RCRRA Central Corridor commitment of \$67,000,000.

3. Agency Agreement with Mn/DOT for Federal funding of the Union Depot Multi-Modal Transit Hub Project

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

Commissioner Rettman asked for clarification of the "public employee registered engineer". She also asked if the bids would come back to the Ramsey County Regional Railroad Authority (RCRRA) for approval.

Steve Morris, Transit Project Manager, RCRRA, said through the contract with Mortenson Construction they hired the engineering firm URS, the engineers who are signing the document for this project. The RCRRA director will designate an employee to be that contact person. He added that when the bids are open they will be publicly announced, they will be evaluated, and then staff will agree that the low bidder will be awarded the contract. The contract will be with the Construction Manager at Risk, which is Mortenson Construction. Mortenson was given this role through their contract. Today's approval only designates Mn/DOT as the agent of the RCRRA to pass through federal funding.

Tim Mayasich, Director, RCRRA, confirmed that he would appoint a staff person from the RCRRA as the contact person and that it is not a new hire.

Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 6. Nays – 0. (R10-54)

WHEREAS, The Ramsey County Regional Railroad Authority is developing the Union Depot as a multi-modal transit hub; and

WHEREAS, Federal funding has been appropriated to support the project through the Minnesota Department of Transportation; and

WHEREAS, An Agency Agreement is required between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority for the administration of the Federal funds; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves the Agency Agreement with the Minnesota Department of Transportation for Federal funding of the Union Depot project; and be it further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute the Agreement.

4. Economic Analysis and Development Potential Study for Union Depot - Presentation

Tim Mayasich introduced the members of the team involved with the Economic Analysis and Development Potential Study for the Union Depot. He introduced Josh Olson, Planning Specialist, who is the RCRRA staff person overseeing this study, along with Eric Rothman, the President of HR&A Advisors, and Danny Fuchs, Senior Analyst with HR&A Advisors. Mr. Rothman and Mr. Fuchs would provide an update of the study to this point.

[The Economic Analysis and Development Potential Study presentation is on file with the RCRRA]

Eric Rothman introduced himself to the Board. He explained that HR&A Advisors is a real estate advisory and economic development consulting firm that specializes in public-private partnerships and does a lot of work around transit-oriented development. He detailed some of their previous experience for projects like the Union Depot, emphasizing that the Union Depot project is truly unique. He gave the examples of Moynihan Station in New York City, Hoboken Terminal in New Jersey, The High Line in New York City, and the Anacostia Waterfront Initiative in Washington DC. He said the main objective of the Economic Analysis and Development Potential Study is to ensure that Union Depot will continue to function effectively as a transit facility. With that, the proceeding objectives of the Study are to ensure the Union Depot becomes a vibrant and inviting place; provide a revenue stream to support and sustain operations; maximize economic benefits of redevelopment downtown and across all transit corridors; and engender Lowertown's growth as a distinctive community.

Mr. Rothman said the first step is to determine ways to activate and develop the Union Depot. The Depot has incredible opportunities with the approximately 185,000 square feet of usable space that is owned by Ramsey County. About half of this space has been identified as necessary for transit infrastructure and services, however there is significant space inside the building and outside on the front plaza that will allow the RCRRA to do more and augment the transit service uses. The methodology used to understand Union Depot's potential focused on a market assessment that included reviewing local demographics, analyzing four sectors of the real estate market, benchmarking of transit hubs and retail/entertainment districts. They also held a round table discussion with real estate professionals and developers. In addition, they reviewed and analyzed approximately ten previous studies in St. Paul and met with approximately twenty different stakeholders from the community, business and government organizations. Mr. Rothman briefly discussed the summary of the findings by reviewing the demographic overview and trends and the rate of growth in the Lowertown area around the Depot compared to the rest of the Twin Cities in the last decade. He presented an overview of real estate trends in residential, office, hotel and retail markets. The residential market has been the fastest growing sector in the last decade. In order to fuel the potential 5,000-7,000 new units by 2040, there is a need for additional local amenities. The office market has a number of challenges, most critically is the strategy to attract major office tenants. Hotels will require a combination of more business and entertainment needs. Mr. Rothman highlighted the retail sector, which is a growing scene in need of critical mass. They believe combining retail with programming will help fuel that momentum. Meetings with community groups, reinforced a common theme that Lowertown is about fresh food, fresh art and fresh culture, and adding more to this mix will help establish "a brand" for the restaurants and retail businesses. They evaluated approximately a dozen multi-modal transit stations around the country, to assess the kind of retail and civic space those facilities provide for their transit customers, in order to establish a benchmark for the Union Depot. The benchmarking established a rough basis that approximately 1,000 annual passengers can support one square foot of retail. Additionally, it was established that approximately 310 riders generates need for one square foot of civic space.

Commissioner Parker asked what is meant by civic space.

Mr. Rothman replied that civic space is passenger circulation space or common area and other space that is not programmed for retail, such as the great hall, waiting room and concourse.

Mr. Rothman continued the presentation and said they compared the retail demand and civic space demand from transit riders over time. It was determined that the challenge for Union Depot is that the riders themselves will not fill up the space in the building but there is ample opportunity for what the County can do to leverage this asset. HR&A Advisors completed three case studies including Dallas' Union Station, Minneapolis' Midtown Global Market and San Francisco's Ferry Building. Dallas's Union Station was a project driven by private development that led to minimal public benefit in the station itself. Midtown Global Market in Minneapolis is a concept driven by the local community as a business incubator. It began with optimistic forecast that led to unexpected requests for public funds. While this project is a work in progress, the success thus far has been from its programming and strong leadership.

Chair McDonough asked where the leadership for this project came from.

Danny Fuchs said the Neighborhood Development Center was in charge of running the Midtown Global Market and they brought in John Wheeler, General Manager of the Mall of America, to help to revamp the merchandising strategy. In this case, they had a business incubator that also wanted to be a successful retail marketplace and they needed to bring in an experienced retail leader who knew how to fill tenant spaces that maximized success.

Mr. Rothman added that the Midtown Global Market organized their space so that, while half of their tenant space is currently occupied by vendors, through programming they fill the remaining space. This is a strategy HR&A Advisors believe could be very effective for the Union Depot given the amount of space within the building and the timeline for ridership which will increase over the decades.

Mr. Rothman went on to discuss the San Francisco Ferry Building, which is a transit hub that through strategic public investments and thoughtful programming transformed for many years into success. Transit is an important aspect of the Ferry Building but it is not the dominant part of it because they managed to add programming to help its success. The lessons learned for the Union Depot are that historic rehabilitation can be promoted for value; a mix of local uses can enhance the site and the city; programming drives civic vibrancy and retail demand; getting Phase 1 right creates value for future phases; and interim use and market flexibility are critical.

Mr. Rothman stated the goals for the recommended development framework were to create a vibrant station, maintain a sustainable revenue stream, and foster economic development and growth that is distinct to Ramsey County. The recommendations will complement transit and induce future demand, tap into diversifying demographics, complement local business, attract regional demand, leverage the historic building and make it uniquely local. The development recommendation for Union Depot is to have a diverse local retail market including frequent and flexible programming for public and private events, while maintaining its fundamental purpose of being a public building and transit center.

Commissioner Rettman asked if a connection between the activities that take place at the Xcel and River Centers in the upper part of downtown St. Paul and the activities that could take place at the Depot and Lowertown was included in the programming strategy for the Union Depot.

Mr. Rothman said it was one of the strategies, as well as connecting with downtown workers and Lowertown to make Union Depot more of a regional destination.

Mr. Fuchs added that programming could include working in collaboration with other downtown facilities, such as holding a Wild Game pep rally event at the Union Depot before taking a shuttle up the Xcel Center for the game.

Mr. Rothman continued with the conceptual building program. The recommendation is that the Front Plaza allows for flexible programming and temporary space; the Great Hall would serve as a flexible event venue surrounded on the perimeter by permanent tenant spaces that would be complimentary to marketplace development. The Great Hall would be a living room space for Lowertown. The Concourse and Waiting Room would provide a mix of transit amenities, public programming and vibrant public marketplace that would be surrounded by the new transit infrastructure and transit services.

Commissioner Carter asked how the concepts of event venue and "living room" would work together.

Mr. Fuchs said it is flexible. He used the example of the Guthrie Theater in Minneapolis, which serves as a theater for its visitors as well as a "living room" in that people also spend time there when a show is not in session. One of the specifics that would need to be worked out for the Union Depot the interaction between private events and the Depot continuing to serving as a transit facility.

Mr. Rothman added most of the time the space would be used as a "living room" or an indoor civic space where people can congregate, while other times it would be used for private events to help generate the revenue that are needed to support the operations of Union Depot.

Commissioner Parker commented on the "living room" concept and asked if anything can be done architecturally with the space in the Great Hall to reduce the echo and make it seem cozier.

Mr. Rothman said they did not explore this exactly. He said the space is large but has potential function like a park or plaza.

Mr. Fuchs said there are mechanisms to make it feel homier while also keeping it flexible.

Mr. Rothman discussed some of the keys for implementing the vision. The first step is to make the Depot more marketable. This includes finding ways to reinforce connections to the riverfront, maximizing the investments and maintaining flexibility in public spaces, determining vendor demand and targeting future tenants, as well as identifying additional funding streams. In order to optimize building management, they recommended a stewardship structure that has the RCRRA as the site owner; its transit partners would serve as the managers of the transit infrastructure while the RCRRA would serve as the interfacing for holding the relationship with the transit service provider. They recommend that most or half of the space in the building be subject to a Public-Private Partnership and a Master Lease structure that enables marketplace development, management and programming, and uses the best of the private sector to determine the appropriate tenant mix and create the revenue stream. A public-private partnership can reduce the RCRRA's management responsibilities, maximize opportunities for entrepreneurship, leverage expertise in development and marketing, and realize public aspirations with minimal public cost.

Chair McDonough commented that these particular recommendations are probably the most important elements in the study because it will determine how we make decisions on the management of this structure and set the stage for its development.

Commissioner Parker commented that she truly supports this study and model because they are not in the business of running retail and successful public venues. She asked if they had details on how they get there and what it would look like.

Mr. Fuchs said there are a number of steps to help make the project more marketable, which is the key, as well as simply defining the parameters of the space to use.

Mr. Rothman said this is a summary presentation, but they have a report that contains more detailed findings that will be made available shortly. This is the basic framework from the culmination of their analysis. They see it as an opportunity that can help maximize the public benefits that have already been anticipated from the major investments that are being made, and have identified steps to cultivate private interest in the Union Depot through a solicitation process that can bring it in.

Chair McDonough asked that each Commissioner receive a copy of the full detailed report when it is available.

Mr. Rothman said one of their recommendations is that the County should engage the private sector soon with a goal to have a mater lessee on board before the Depot opens. He emphasized their

recommendation of having a marketplace that is flexible. He said the economic benefits from the transit infrastructure could be augmented by a programming concept that fosters small business development and job creation. Public realm enhancements in addition to greater ridership in transit could potentially increase real estate values, local spending, and keep that money local.

Mr. Rothman outlined a plan of action that first defines the parameters for a master lease, commences significant outreach to potential partners, pursue efforts to make the project more marketable, and develop a solicitation process to select a development partner. He said ideally this would be a three to four month work plan that would allow a year and a half to select a developer and give them time work on the plan so that some of the development could be ready on Union Depot's opening day at the end of 2012.

Commissioner Parker asked if the Union Depot itself has the capacity for a critical mass or if they need to think about the Union Depot together with Lowertown as a combination venue to reach that level.

Mr. Rothman said they think the combination is the goal. For example, if you were to program the Head House with bars and restaurants, you could probably fit three to five venues in there. There is opportunity within the Head House in particular to be very complimentary to the happenings of Lowertown. Thinking about the whole is more important than trying to create that critical mass within the Head House.

Mr. Fuchs said it is part of the marketplace concept in thinking of Lowertown as the Lowertown market district, and leveraging the Lowertown brand of fresh food, fresh art and fresh culture.

Commissioner Parker commented that it is important for us to establish a physical connection between the Union Depot and the river, as well as Union Depot and Lowertown.

Mr. Fuchs said a connection to the river could be at the end of the waiting room. Having people walk through the waiting room enhances the vitality of the amazing space and could bring economic benefits.

Commissioner Carter commented on the connection of the Union Depot to Lowertown and the riverfront as an opportunity to be the premier window to the entire region. She said she looks forward to reading the full report and seeing the steps we take.

Chair McDonough thanked HR&A Advisors for the update. He said the most important are the next steps. The timeframe is actually fairly small for making critical decisions early. We need to get a good sense quickly on how we plan to move forward on the master lease and expose the opportunity to local, regional and national developers who have interest in this type of project. We need to be prepared as soon as possible because 2012 will come quickly. He added that it is important for our local partners to either have an opportunity to hear this presentation or receive a summary of the report, if not receive the full report.

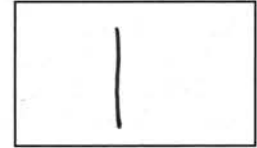
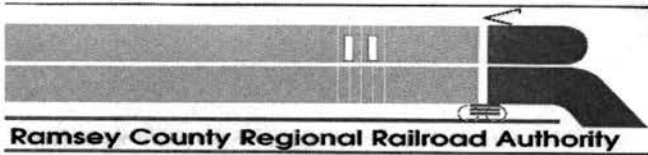
Mr. Mayasich agreed that time is of the essence. They are grateful for the excellent work done by HR&A Advisors and that they had the right team for this study. The final report would be ready within two weeks and will be distributed to the Commissioners. He said presenting to local partners can be accommodated.

CORRIDOR UPDATES

No updates were given at this time.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 11:40 a.m.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/14/2010

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, 2010 through September 30, 2010 is attached.

ACTION REQUESTED

Approve the report of contracts for the period of July 1, 2010 through September 30, 2010.

SUBJECT: Ratification of Report of Contracts

ATTACHMENTS:

Quarterly reports of contracts for the period of July 1, 2010 through September 30, 2010

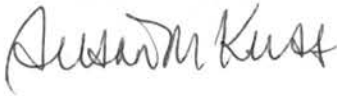
PREVIOUS ACTION:

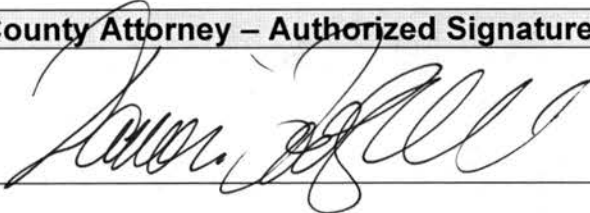
COUNTY MANAGER'S COMMENTS:

The RCRRA requires ratification of the report of contracts approved by the County Manager citing Administrative Code 4.30.50(a), which requires a report of all contracts approved by the County Manager.

SUBJECT: Ratification of Report of Contracts

Regional Railroad Authority – Authorized Signature	Date
	12/3/10

Budgeting & Accounting – Authorized Signature	Date
	12/6/10

County Attorney – Authorized Signature	Date
	12/3/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Ratification of Report of Contracts

Draft Resolution

1 WHEREAS, Administrative Code 4.30.50(a) 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 the
5 Quarterly Report of Contracts for the period of July 1, 2010 through September 30, 2010

REPORT OF CONTRACTS PURSUANT TO RESOLUTION R98-34

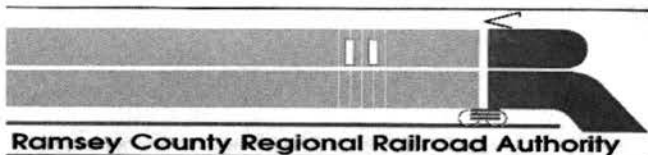
QUARTER ENDING September 30, 2010

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT
RRA 911	HR & A Advisors, Inc.	09-Aug-10	—————	Amendment ot extend contract through 12/31/2010. Professional Services Contract to complete an Economic Analysis and Development Potential Study for the Union Depot for the period 3/1/2010 through 9/1/2010.
RRA 935	Public Art Saint Paul	17-Aug-10	\$10,000.00	Provide a set of ideas on how to integrate art into the Union Depot to be completed by 9/30/2010.
RRA 938	Thomas F. McFarland P.C.	21-Sep-10	\$10,000.00	Provide legal servicees related to railroad abandonment with BNSF - Northeast Corridor extension - Maplewood. Agreement will run from 4/21/2010 until services have been performed.

11/8/2010

Prepared by Budgeting and Accounting - CL

Page 1 of 1



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/14/10

Regional Railroad Authority Meeting Date: _____

SUBJECT Approve the 2011 tax levy in the amount of \$19,938,811 for the Ramsey County Regional Railroad Authority

EXECUTIVE SUMMARY

Ramsey County Regional Railroad Authority (RCRRA) certified a proposed maximum tax levy of \$19,938,811 for 2011 on September 7, 2010. The proposed levy is a 0% increase from last year's levy of \$19,938,811.

The budget for 2011, which was approved on December 15, 2009, is \$154,442,134.

Significant events, which influence the levy and 2011 budget are:

1. Renovation and reconstruction costs of the St. Paul Union Depot;
2. Construction costs for the Central Corridor light rail transit line;

The 2011 RCRRA budget is consistent with the plan for capital improvements that the RCRRA agreed to in 2005.

ACTION REQUESTED

Approve the 2011 tax levy in the amount of \$19,938,811.

SUBJECT: Approve the 2011 tax levy in the amount of \$19,938,811 for the Ramsey County Regional Railroad Authority

ATTACHMENTS:

2011 Budget

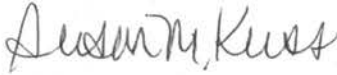
PREVIOUS ACTION:

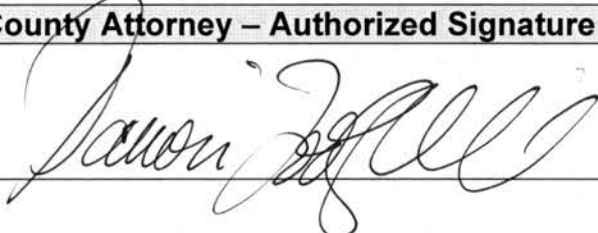
RCRRA adopted the 2011 budget of \$154,442,134 on December 15, 2009 and certified a proposed maximum levy of \$19,938,811 for 2011 on September 7, 2010.

COUNTY MANAGER'S COMMENTS:

SUBJECT: Approve the 2011 tax levy in the amount of \$19,938,811 for the Ramsey County Regional Railroad Authority

Regional Railroad Authority – Authorized Signature	Date
	12/3/10

Budgeting & Accounting – Authorized Signature	Date
	12/6/10

County Attorney – Authorized Signature	Date
	12/3/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approve the 2011 tax levy in the amount of \$19,938,811 for the Ramsey County Regional Railroad Authority

DRAFT RESOLUTION

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 15, 2009, approved the 2011 Proposed Budget of \$154,442,134; and

WHEREAS, The 2011 approved budget hasn't changed; and

WHEREAS, the Ramsey County Regional Railroad Authority established the proposed tax levy of \$19,938,811 by Resolution R10-44, September 7, 2010, to finance the 2011 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 2011 tax levy in the amount of \$19,938,811 as summarized below:

	RCRRA Operations	CIP	2011 RCRRA Total
Gross Budget	\$ 2,942,134	\$151,500,000	\$154,442,134
Less – Revenues	- 225,045	-135,800,000	-136,025,045
Subtotal	\$ 2,717,089	\$ 15,700,000	\$ 18,417,089
Plus– Fund Balance	+	+ 1,082,971	+ 1,082,971
Subtotal	\$ 2,717,089	\$16,782,971	\$ 19,500,060
Plus – Estimated Tax Delinquency	+ 61,134	+ 377,617	+ 438,751
Total Tax Levy	\$ 2,778,223	\$ 17,160,588	\$19,938,811

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

BUDGET SUMMARY

	2008 Actual	2009 Approved	2010 Approved	2011 Approved
Expenditure/Appropriation	17,393,846	32,708,558	49,567,076	154,442,134
Revenue/Estimated Revenue	3,792,232	16,475,400	27,023,978	136,025,045
Proceeds from Bonds	-	-	-	-
Subtotal Budget Levy	13,601,614	16,233,158	22,543,098	18,417,089
Fund Balance	5,341,903	3,314,695	(3,043,038)	1,082,971
RCRRA Tax Levy	18,943,517	19,547,853	19,500,060	19,500,060
Allowance for Uncollectible Taxes	-	390,958	438,751	438,751
Total RCRRA Tax Levy	19,938,811	19,938,811	19,938,811	19,938,811

Inc/(Dec) from Previous Year

% Inc/-Dec from Previous Year

0.0%

0.0%

Inc/(Dec) for 2 Years

% Inc/-Dec for 2 Years

0.0%

TAX LEVY SUMMARY BY BUDGET

	2008 Actual	2009 Approved	2010 Approved	2011 Approved
OPERATING BUDGET				
Total Expenditure/Appropriation	1,805,561	3,908,558	3,067,076	2,942,134
Total Revenue/Estimated Revenue	292,232	475,400	223,978	225,045
Subtotal Budget Levy	1,513,329	3,433,158	2,843,098	2,717,089
Fund Balance	-	-	-	-
Operating Tax Levy	1,513,329	3,433,158	2,843,098	2,717,089
Allowance for Uncollectible Taxes	-	68,664	63,969	61,134
Total Operating Tax Levy	1,513,329	3,501,822	2,907,067	2,778,223

Inc/(Dec) from Previous Year

% Inc/-Dec from Previous Year

(594,755)

(128,844)

-17.0%

-4.4%

Inc/(Dec) for 2 Years

% Inc/-Dec for 2 Years

(723,600)

-20.7%

CAPITAL PROJECTS

Total Capital Projects Appropriation	15,588,285	28,800,000	46,500,000	151,500,000
Total Revenue/Estimated Revenue	3,500,000	16,000,000	26,800,000	135,800,000
Proceeds from Bonds	-	-	-	-
Subtotal Capital Budget Levy	12,088,285	12,800,000	19,700,000	15,700,000
Fund Balance	5,341,903	3,314,695	(3,043,038)	1,082,971
Capital Tax Levy	17,430,188	16,114,695	16,656,962	16,782,971
Allowance for Uncollectible Taxes	-	322,294	374,782	377,617
Total Capital Tax Levy	17,430,188	16,436,989	17,031,744	17,160,588

Inc/(Dec) from Previous Year

% Inc/-Dec from Previous Year

594,755

128,844

3.6%

0.8%

Inc/(Dec) for 2 Years

% Inc/-Dec for 2 Years

723,599

4.4%

5

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Code	Title	2008 Actual	2009 Approved	2010 Approved	2011 Approved
OPERATING BUDGET					
150101	Regional Railroad Administration	1,595,447	1,705,274	1,754,960	1,903,853
150201	Central Corridor	55,483	350,000	188,100	188,100
150301	Union Depot	78,635	1,284,550	286,600	286,600
150401	Diagonal Property - Roseville	-	10,000	5,000	5,000
150402	NE Corridor Maintenance Kellogg to Beam	63,901	91,234	81,416	82,581
150403	TCAAP	144	27,000	-	-
150501	Rush Line Corridor	9,496	167,500	57,000	57,000
150601	Red Rock Corridor	646	16,000	16,000	41,000
150701	Robert Street Corridor	1,163	31,000	56,000	56,000
150801	I-94 East	646	226,000	251,000	251,000
150901	High Speed Rail	-	-	56,000	56,000
151001	Riverview Corridor	-	-	315,000	15,000

Total Expenditure/Appropriation RCRRA	1,805,561	3,908,558	3,067,076	2,942,134
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REVENUE/ESTIMATED REVENUE & FUND BALANCE SUMMARY BY DIVISION

Code	Title	2008 Actual	2009 Approved	2010 Approved	2011 Approved
OPERATING BUDGET					
150101	Regional Railroad Administration	246,393	400,000	175,000	175,000
150301	Union Depot	34,542	20,000	35,578	36,645
150402	NE Corridor Maintenance Kellogg to Beam	11,002	50,000	13,000	13,000
150403	TCAAP	-	5,000	-	-
150501	Rush Line Corridor	295	400	400	400
	Total Revenue/Estimated Revenue	292,232	475,400	223,978	225,045

Fund Balance	-	-	-	-
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RCRRA OPERATING TAX LEVY SUMMARY

Tax Levy	1,513,329	3,433,158	2,843,098	2,717,089
Allowance for Uncollectible Tax	-	68,664	63,969	61,134
Net Tax Levy	1,513,329	3,501,822	2,907,067	2,778,223

Inc/(Dec) from Previous Year	(594,755)	(128,844)
% Inc/-Dec from Previous Year	-16.98%	-4.43%

Inc/(Dec) for 2 Years	(723,599)
% Inc/-Dec for 2 Years	-20.66%

6

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
17801 - CAPITAL PROJECTS

EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Code	Title	2008 Actual	2009 Approved	2010 Approved	2011 Approved
<u>CAPITAL PROJECTS</u>					
150280	Central Corridor PE	-	9,300,000	-	2,200,000
150380	Union Depot	15,588,285	18,000,000	45,000,000	147,800,000
150480	Property Acquisition	-	1,500,000	1,500,000	1,500,000
	Total Capital Projects	15,588,285	28,800,000	46,500,000	151,500,000
Inc/(Dec) from Previous Year				17,700,000	105,000,000
% Inc/-Dec from Previous Year				61.5%	364.6%
Inc/(Dec) for 2 Years					122,700,000
% Inc/-Dec for 2 Years					426.0%

REVENUE/ESTIMATED REVENUE & FUND BALANCE SUMMARY BY DIVISION

Code	Title	2008 Actual	2009 Approved	2010 Approved	2011 Approved
<u>CAPITAL PROJECTS</u>					
150380	Proceeds from Bonds	-	-	-	-
150380	Special Projects	3,500,000	16,000,000	26,800,000	135,800,000
	Total Capital Projects	3,500,000	16,000,000	26,800,000	135,800,000
Inc/(Dec) from Previous Year				10,800,000	109,000,000
% Inc/-Dec from Previous Year				67.5%	681.3%
Inc/(Dec) for 2 Years					119,800,000
% Inc/-Dec for 2 Years					748.8%

RCRRA CAPITAL TAX LEVY SUMMARY

Subtotal Capital Budget Levy	12,088,285	12,800,000	19,700,000	15,700,000
Fund Balance	5,341,903	3,314,695	(3,043,038)	1,082,971
Tax Levy	17,430,188	16,114,695	16,656,962	16,782,971
Allowance for Uncollectible Tax	-	322,294	374,782	377,617
Net Tax Levy	17,430,188	16,436,989	17,031,744	17,160,588

Inc/(Dec) from Previous Year		594,755	128,844
% Inc/-Dec from Previous Year		3.6%	0.8%
Inc/(Dec) for 2 Years			723,599
% Inc/-Dec for 2 Years			4.4%

Permanent FTE	2008 Budget	2009 Budget	2010 Approved	2011 Approved
Director	1.00	1.00	1.00	1.00
Administrative Secretary II	1.00	1.00	1.00	1.00
Senior Transportation Planner	1.00	1.00	1.00	1.00
Transit Project Manager	1.00	1.00	1.00	1.00
Administrative Assistant III	0.60	0.60	0.80	0.80
Public Information Associate	1.00	1.00	1.00	1.00
Engineer IV	1.00	1.00	1.00	1.00
Engineering Tech IV	0.50	0.50	0.00	0.00
Planning Specialist I	0.00	0.00	1.00	1.00
Communications Manager	1.00	1.00	1.00	1.00
R/W Specialist	0.50	0.50	0.50	0.50
Accountant III	1.00	1.00	0.00	0.00
Clerk Typist	1.00	1.00	0.00	0.00
Total FTE	10.60	10.60	9.30	9.30
Inc/(Dec) from Previous Year			(1.30)	-
Inc/(Dec) for 2 Years			(1.30)	(1.30)

8

PROGRAM / SERVICE ALLOCATION (2011 APPROVED)
REGIONAL RAILROAD AUTHORITY

Program / Service	Mand./ Discr.	2011 Approved			
		FTE's	Budget	Financing	Levy
Administration	D	6.24	1,903,853	175,000	1,728,853
Central Corridor Prelim Engineering	M	0.72	188,100	-	188,100
Union Depot	D/M	0.58	545,000	295,045	249,955
Other Corridor Projects	D	1.76	563,581	13,400	550,181
Capital Projects					
Union Depot	D/M	0.00	147,800,000	135,800,000	12,000,000
Central Corridor PE	M	0.00	2,200,000	-	2,200,000
Property Acquisition	D	0.00	1,500,000	-	1,500,000
Fund Balance	D	0.00	-	(1,082,971)	1,082,971
		9.30	154,700,534	135,200,474	19,500,060

SUMMARY

		Levy %	FTE's	Budget	Financing	Levy
Total Mandated	M	12.2%	0.72	2,388,100	-	2,388,100
Total Mandated/Discretionary	M/D	0.0%	0.00	-	-	-
Total Discretionary/Mandated	D/M	62.8%	0.58	148,345,000	136,095,045	12,249,955
Total Discretionary	D	24.9%	8.00	3,967,434	(894,571)	4,862,005
Total Legal Obligations	LO	0.0%	0.00	-	-	-
			9.30	154,700,534	135,200,474	19,500,060
2010 Approved Budget			9.30	49,825,476	30,325,416	19,500,060
Inc/(Dec) from 2010 Year			-	104,875,058	104,875,058	0
% Inc/(Dec) from 2010 Year			0.0%	210.5%	345.8%	0.0%

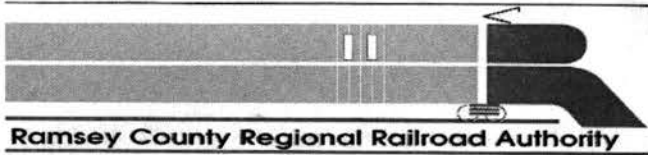
KEY: M = Program and Service Level is Mandated; M/D = Program is Mandated, Service Level is Discretionary;
D/M = Program is Discretionary, Service Level is Mandated; D = Program and Service Level is Discretionary

9

**PROGRAM / SERVICE ALLOCATION (2011 APPROVED)
CHANGE FROM 2010 PROPOSED BUDGET**

REGIONAL RAILROAD AUTHORITY

Program / Service	Change from 2010 Approved Budget			
	FTE's	Budget	Financing	Levy
Administration (RCRRA)	0.10	148,893	-	148,893
Central Corridor Preliminary Engineering	(0.03)	-	-	-
Union Depot	(0.02)	-	1,067	(1,067)
Other Corridor Projects	(0.05)	(273,835)	-	(273,835)
Capital Projects				
Union Depot	0	102,800,000	109,000,000	(6,200,000)
Central Corridor PE	0	2,200,000	-	2,200,000
Property Acquisition	0	-	-	-
Debt Service	0	-	-	-
Fund Balance	0	-	(4,126,009)	4,126,009
Inc(Dec) from 2010 Year	0.00	104,875,058	104,875,058	-
% Inc(Dec) from 2010 Year	0.0%	210.3%	384.4%	0.0%



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/14/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Minnesota Passenger Rail Program Update

EXECUTIVE SUMMARY

Dan Krom, Director, Mn/DOT Office of Passenger Rail, will provide an update on the current status of the high speed and passenger rail development in Minnesota. The update will cover the following studies:

- Twin Cities to Milwaukee Tier 1 Environmental Analysis
- Governance and Funding

ACTION REQUESTED

None. For information and discussion only.

SUBJECT: Minnesota Passenger Rail Program Update

ATTACHMENTS:

Minnesota Passenger Rail Program Update - Presentation

PREVIOUS ACTION:

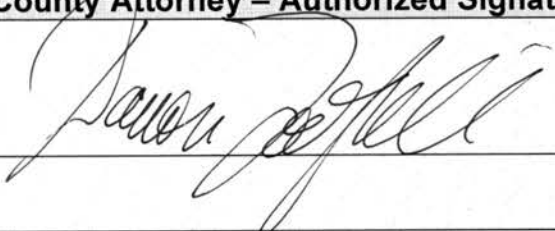
None

COUNTY MANAGER'S COMMENTS:

SUBJECT: Minnesota Passenger Rail Program Update

Regional Railroad Authority – Authorized Signature	Date
	12/3/10

Budgeting & Accounting – Authorized Signature	Date
Ausanna Kuss	12/6/10

County Attorney – Authorized Signature	Date
	12/3/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date



Minnesota Passenger Rail Program Update



Ramsey County Regional Railroad Authority
December 14, 2010

Your Destination... Our Priority





Presentation Overview

- Passenger Rail Development Activities Update
 - Milwaukee to Twin Cities Tier 1 Environmental
- Governance and Funding Project
- Questions





Passenger Rail Development Activities Update

- Twin Cities to Chicago HSR Corridor
 - Awarded ARRA funds late February
 - \$1.2 million Tier 1 Environmental Impact Statement (EIS) Milwaukee To Twin Cities
 - Negotiations with FRA
 - statement of work, public involvement plan, contract issues
 - information prepared by the MWRRI
 - Cooperative agreement with Wisconsin
 - RFP issued, consultant selection underway, consultant contract early January.





Twin Cities to Milwaukee High Speed Rail Corridor Tier 1 EIS Study

- “Tiered EIS objective is to evaluate potential intercity passenger rail route alternatives at the corridor level and will result in a service development plan for the corridor.” (FRA Notice of Intent, November 2010)
- Alternatives to be evaluated and analyzed in the EIS:
 - No Build alternative
 - Steel wheel on steel rail high speed train service





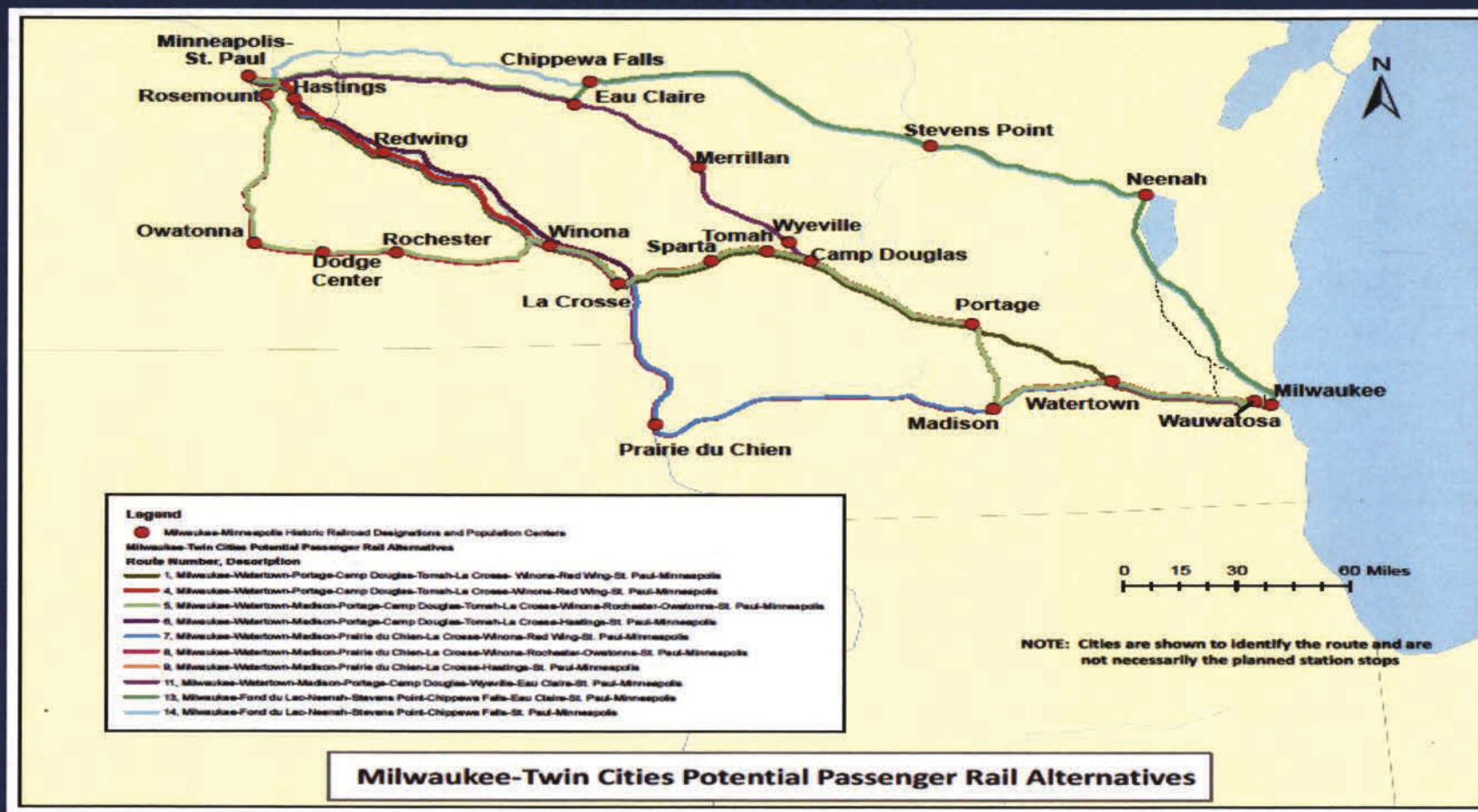
Twin Cities to Milwaukee High Speed Rail Corridor Tier 1 EIS Study

- MWRRI Objectives:
 - Use existing R/W to connect rural, small urban and major metropolitan areas
 - Improve safety, reliability and on-time performance
 - Provide a transportation choice where there is no commercial air service
 - Improved travel times that are competitive with the auto
 - Modern equipment operating at speeds up to 110mph.





Ten Routes Being Evaluated as “Build Alternatives”





Public Input and Agency Scoping Process

- Public Agencies
 - Eau Claire, St. Paul - 11/30, 12/1
- Public Involvement meetings
 - St. Paul - 11/30
 - Rochester - 12/8
 - La Crosse - 12/1
 - Eau Claire - 12/1
 - Fond Du Lac - 12/2
 - Madison - 12/7
 - Milwaukee - TBD
- Purpose
 - Share process information
 - Evaluation criteria
 - Receive comments and suggestions
 - Identify significant issues
- Advertised locally
- Additional rounds of meetings in early 2011





Twin Cities to Chicago Project Timeline *

- Milwaukee to Twin Cities Segment:
 - Tier 1 environmental documentation 2010 - 2011
 - Tier 2 EIS / Preliminary Engineering 2011 - 2013
 - Design/ Construction 2013 – 2015
- Twin Cities to Chicago Service begins - 2015 - 2016

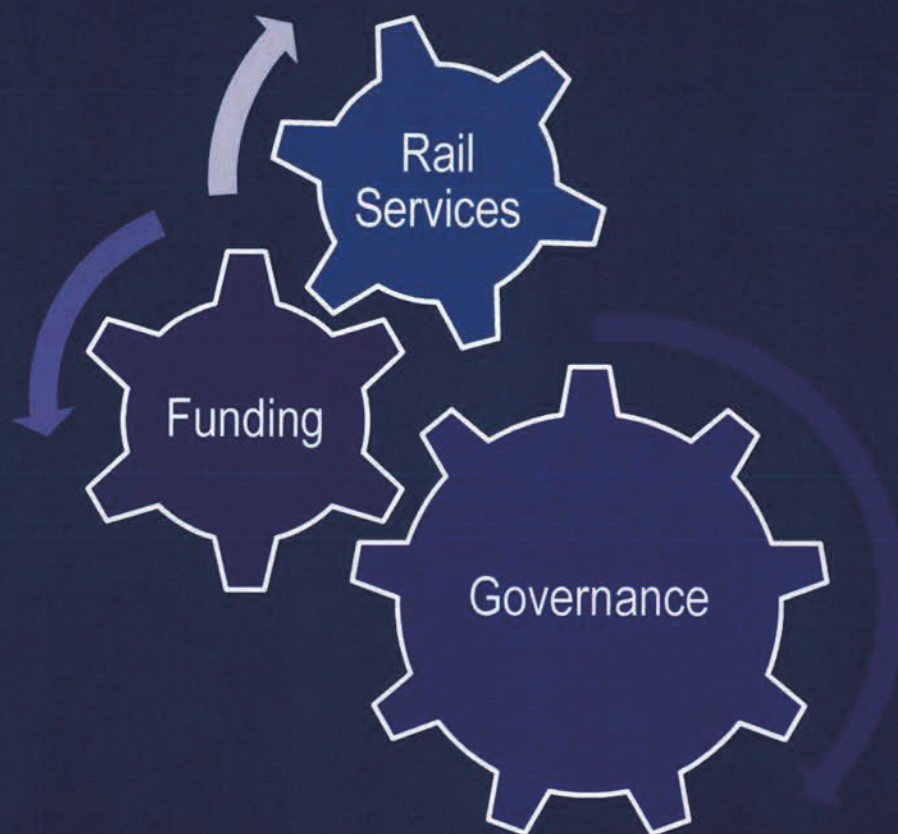
*

Subject to funding availability, successful negotiations with railroads, securing necessary federal approvals, minimal environmental mitigation factors, ability to secure necessary R/W, identified operating and maintenance funding, equipment availability, and continued legislative support.





Governance and Funding Project





Governance and Funding

- No formal governance structure or sustainable funding sources for passenger rail in Mn.
- What structure is necessary to build and operate a nine-state system?
- What are the roles of the various interests (local, county governments, railroads, advocates)?
- What funding options exist to implement state supported services?





Governance

- Governance model unique to Minnesota
 - Statutory, constitutional regulatory issues
- Roles of internal partners
 - State – design, build, secure equipment, rail negotiations
 - RRAs and local governments – advocacy, momentum, station area planning and economic development
- Relationship to partner states of the MWRRI
 - Cross route subsidization, shared equipment





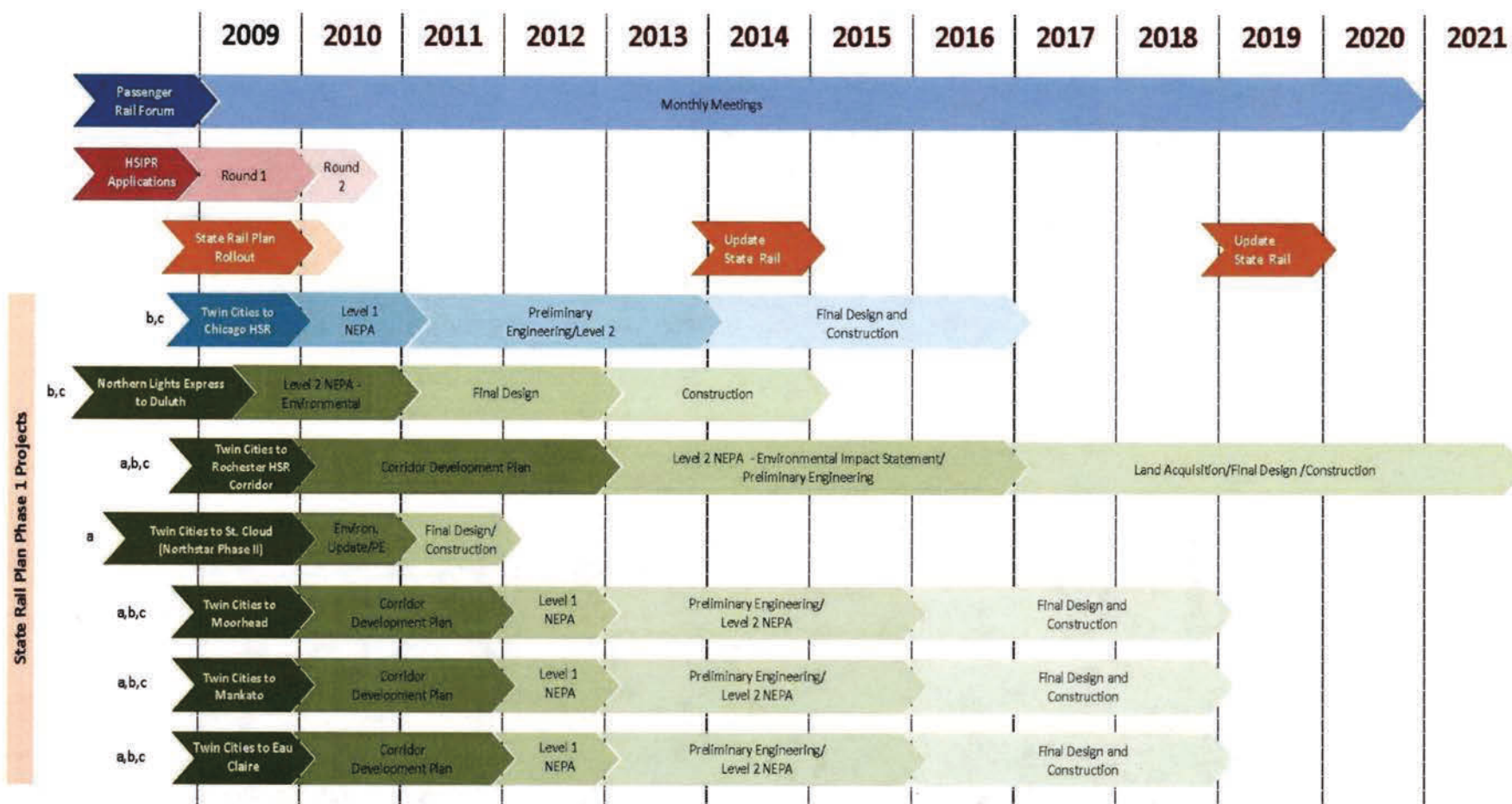
Funding

- Capital vs. operations and maintenance
 - No federal operating assistance
- Funding tools and strategies
 - Best practices
 - Methods currently
- Necessary legislative actions
- Interim funding strategy





Passenger Rail Development Activities Timeline - DRAFT





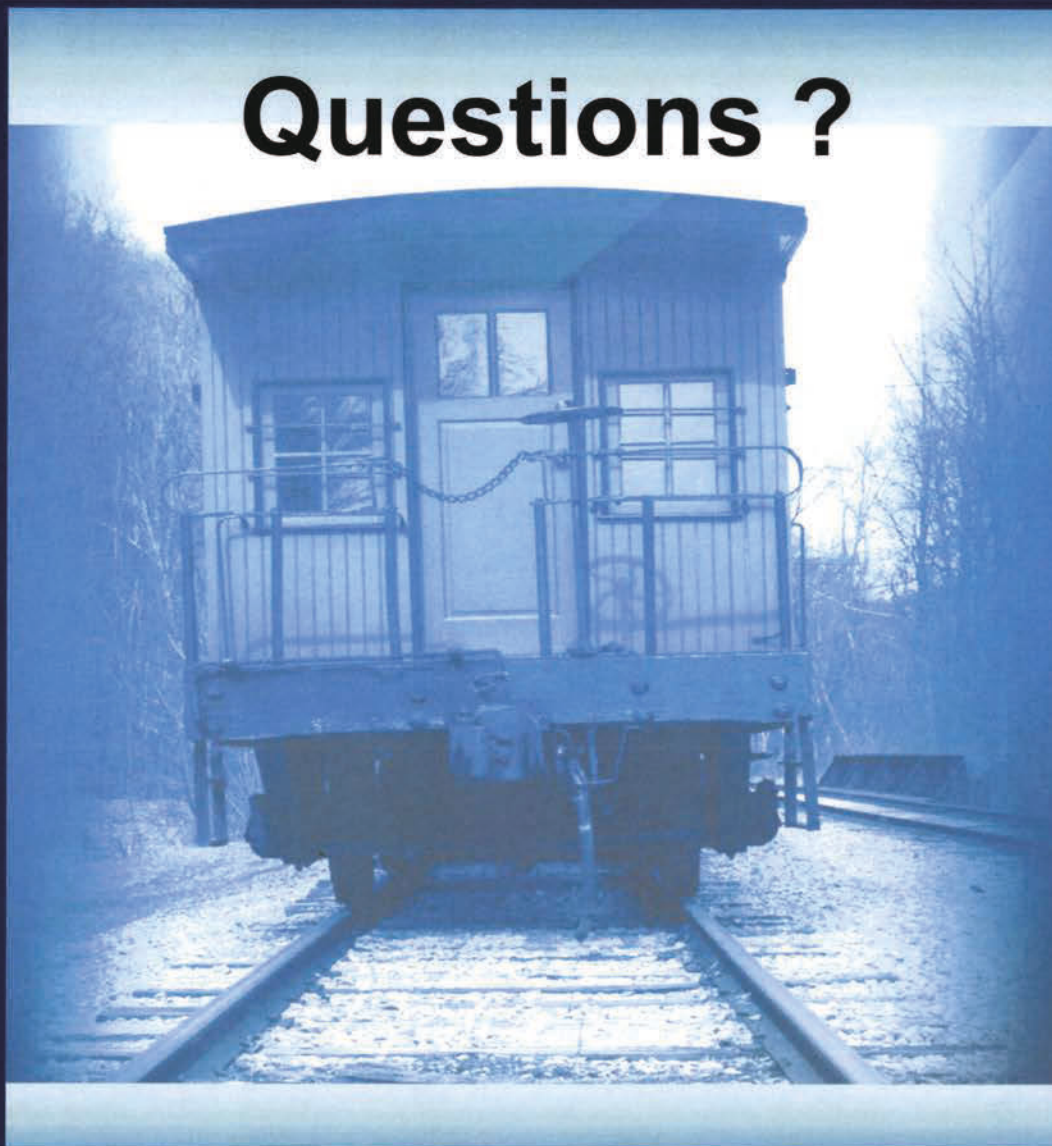
Governance and Funding

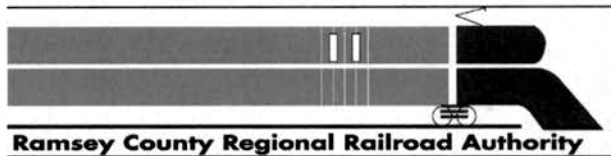
- Passenger Rail Forum -Workshops held on 11/8,12/13
- Mn/DOT Mgmt. Team input
- Summary documents, Final Report
- New administration / legislative leaders briefing
- Work completed by 1/31/11
- Status





Questions ?





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

REGIONAL RAILROAD AUTHORITY MEETING AGENDA

December 21, 2010

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

.....
ROLL CALL and Call to Order

AGENDA of the December 21, 2010 Board Meeting is presented for approval.

MINUTES of the December 14, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Construction, Operations and Maintenance Agreement and Dedication of Highway Easement

Board Action Requested:

- 1) Approve a Construction, Operations and Maintenance Agreement and Dedication of Highway Easement for Public Transportation Purposes to the Minnesota Department of Transportation for Trunk Highway 52/Lafayette Bridge, which will be expanded over the Kellogg and Broadway property.
- 2) Authorize the Chair to execute a Construction, Operations and Maintenance Agreement and Dedication of Highway Easement.

2. Parking Lease – United States Post Office

Board Action Requested:

- 1) Approve a 24-month lease agreement to the United States Post Office for approximately 14,490 square feet of space on the Kellogg and Broadway surface parking lot facility at 390 east Kellogg Blvd, St. Paul 55101-1409 for the period 01/01/11 through 12/31/12, in the amount of \$82,800 per year; and
- 2) Authorize the Chair to execute the lease agreement.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

December 14, 2010

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman (late), McDonough – 7. Absent: 0. Also present were Julie Kleinschmidt, County Manager, and Darwin Lookingbill, Director, Civil Division, County Attorney's Office.

Chair McDonough called the meeting to order at 10:32 a.m.

AGENDA

Commissioner Parker moved approval of the Agenda of the December 14, 2010 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Reinhardt, Bennett, Carter, Ortega, Parker, McDonough – 6. Nays – 0.

MINUTES

Commissioner Reinhardt moved approval of the Minutes of the November 16, 2010 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Reinhardt, Bennett, Carter, Ortega, Parker, McDonough – 6. Nays – 0.

1. Ratification of Report of Contracts

[Commissioner Rettman arrived at this point]

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Rettman. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker, McDonough – 7. Nays – 0. (R10-55)

WHEREAS, Administrative Code 4.30.50(a) 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

2. Approve the 2011 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 Parker.

Commissioner Rettman pointed out there is no increase from the 2010 tax levy.

Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker, McDonough – 7. Nays – 0 (R10-56)

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 15, 2009, approved the 2011 Proposed Budget of \$154,442,134; and

WHEREAS, The 2011 approved budget hasn't changed; and

WHEREAS, the Ramsey County Regional Railroad Authority established the proposed tax levy of \$19,938,811 by Resolution R10-44, September 7, 2010, to finance the 2011 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 2011 tax levy in the amount of \$19,938,811 as summarized below:

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Plus– Fund Balance	+	+ 1,082,971	+ 1,082,971
Subtotal	\$ 2,717,089	\$16,782,971	\$ 19,500,060
Plus – Estimated Tax Delinquency	+ 61,134	+ 377,617	+ 438,751
Total Tax Levy	\$ 2,778,223	\$ 17,160,588	\$19,938,811

3. Minnesota Passenger Rail Program Update

Tim Mayasich, Director, Ramsey County Regional Railroad Authority (RCRRA), announced to the Board that, at the Minnesota Department of Transportation (Mn/DOT) Passenger Rail Forum Meeting on December 13th that the Forum approved the use of state bond funds in the amount of \$9,767,500 for the Union Depot. Final approval of these funds is pending approval by the Minnesota Management Budget Office and the Federal Rail Administration (FRA), but he thanked Dan Krom, Tim Henkel and Commissioner Tom Sorel their continued support of the Depot.

Dan Krom, Director, Mn/DOT Office of Passenger Rail, began the presentation. He said Mn/Dot is committed to moving forward with implementing their State Rail Plan, which calls for a robust interstate system that will connect the regional centers to the Twin Cities, connect the two downtowns, and ultimately connect to Chicago as part of the nine-state Midwest Regional Rail Initiative (MWRRI). He began with an update on the passenger rail development activities, and talked about the Twin Cities to Chicago High Speed Rail (HSR) Corridor, which is part of the nine-state MWRRI. In February of 2009, Mn/DOT was awarded \$1.2 million in American Recovery and Reinvestment Act (ARRA) funds to do their Tier 1 Environmental Impact Statement (EIS) from Milwaukee to Twin Cities. They have been in negotiations with the FRA on the environmental process, signed a cooperative agreement with Wisconsin, and issued a Request for Proposals for the work. Once a consultant was selected, the study would take a year and a half to complete.

Mr. Krom said the Tier 1 EIS objective is to evaluate potential intercity passenger rail route alternatives at the corridor level, identify a preferred route, and complete a service development plan for that route. The alternatives to be evaluated and analyzed are all steel wheel on steel rail technology with a top speed of 110 mph. There will be a No Build (what exists today) alternative along with multiple Build Alternatives that can reach 110 mph. The Tier 1 EIS Study is consistent with the MWRRI objective and implementation plan. The HSR corridor to Chicago is envisioned to have six round trips per day, at top speeds of 110 mph. Currently, the Empire Builder has one rounds trip per day with travel times at approximately 8 hours and 20 minutes. With the HSR service, they are looking to reduce the travel time to 5 to 5 ½ hours. Referring to the map provided, Mr. Krom briefly covered the ten routes being evaluated as a 'Build Alternatives'.

He said they have held a series of public meetings, two at the Union Depot and several regionally, to share the process as they move forward, receive comments and suggestions, and identify significant issues. There will be another series of meetings in 2011. He then discussed the Twin Cities to Chicago Project timeline: Tier 1 work will begin in 2011 with completion by mid 2012; In June of 2012 they will look at applying for federal funds to do the Tier 2 EIS/Preliminary Engineering; Design/construction would take place in 2013-2015. If schedules hold and funding is available, the Twin Cities to Chicago service could begin in 2015-2016.

Chair McDonough commented that it is important to know that there is a plan and we know how to get there if everything lines up accordingly. He said this is the best case scenario to get service in 2015-2016.

Commissioner Bennett asked if there was any place in the United States that has a rail speed that is higher than 110 mph.

Mr. Krom said the Northeast Corridor has plans for a top speed of 125 mph. He said California and Florida are two other corridors in the US that are planning for 150 mph service but the cost for this well exceeds the funds that are currently available. The whole premise of the intercity passenger rail system is to use existing freight train tracks, which allows us to test the cost and get speeds up to 110 mph. We want to create a system in this country that would at least build momentum as a corridor, such as the Chicago to St. Louis Corridor, which could increase its speed to 110 mph and 150 mph as it matures. The point is to incrementally increase speeds up to 110 mph using existing tracks.

Chair McDonough commented that clearly people who have been advocating for this for a long time have some frustration when we talk about top speeds of 110 mph. However, it is important to understand that it is not how fast the trains go but rather how often they have to stop and make those incremental changes. The fact that this country is behind compared to others really highlights the importance of President Obama's \$8 billion in federal funds to help start this for our country. Minnesota was behind but we are catching up.

Mr. Krom added that using existing tracks with new technology and new train control technology can reduce the travel time by 2.5 hours, and you are competitive with the automobile and airline. This is our focus, not the top speed but the reduction in travel time.

He continued the presentation to talk about governance and funding. He said there is no formal governance structure or sustainable funding sources for passenger rail in Minnesota. An outcome of the Rail Plan was to do a supplemental study to explore different governance structures across the country to determine what would be appropriate for Minnesota and to come up with a menu of funding options for a sustainable funding source. They understand it will take time with the deficit to look at revenue streams, but the idea is to put the options out on the table, inform the stakeholders and build momentum to eventually make these changes.

Commissioner Rettman wanted to confirm that the information on governance and funding was on Mn/DOT's website, www.dot.state.mn.us, and suggested that the information be added to Ramsey County's and RCRRA's websites.

Mr. Krom continued with the topic. He said they are looking at what structure is necessary to build a nine-state system. Once the system is mature, there will not be a need for an operating subsidy. They are exploring the roles of the various interests and the funding options that exist to implement state supported services.

Commissioner Reinhardt asked for a re-explanation of the funding. She wanted to clarify that the issue of the beginning operation subsidy is one that would go away. She also asked how long it would take to be considered mature.

Mr. Krom said there will be a need for capital improvements and maintenance. However, once the nine-state system is built, there would not be a need for subsidy for operations. He confirmed that the

beginning operating subsidy would go away. He said the Chicago to St. Louis leg of the corridor is currently being built. This is one out of a 'spider web' of lines. He said it could take 20 years or longer to get to maturity. He said we have a federal partner but it is unraveling at the state level currently. He said in a nine-state collaborative, when one is making a profit it helps to subsidize the other one until the supporting elements to that line are in place. The intent is a self-sustaining network and it is a long vision.

Mr. Krom proceeded with the topic of funding. He said there are federal funds available for capital but not for operation and maintenance. They are looking at funding tools and strategies across the country and what legislative actions need to take place. For the corridors that are moving forward in the next three to five years, they will need an interim funding strategy until a larger funding mechanism is in place. On the status of their governance and funding study, they talked about governance at the Passenger Rail Forum yesterday, they received input from Mn/DOT's upper management team, they will be briefing the new administration and committees, and hope to have work completed by January 31, 2011.

Commissioner Parker commented that it is important that Mn/DOT is seeing itself as a multi-modal transportation department rather than just roads and their logo gives the strong message that reiterates this. She said Ramsey County is and continues to be very interested in being involved and sees the Union Depot as a key to making this successful.

Mr. Krom said he understands the importance for a strong partner. Mn/DOT's reappointed commissioner is committed to moving forward; they will be meeting with the Governor's staff soon to talk about how to proceed. Mn/DOT's Office of Passenger Rail is generally funded with limited resources and they are doing the best they can.

Commissioner Reinhardt highlighted the importance of acknowledging the earlier announcement of the approval of state bond funds for the Union Depot and said that staff and partners have worked extremely well together to get this point.

Mr. Mayasich said the partnerships have been the key to this and appreciated the recognition.

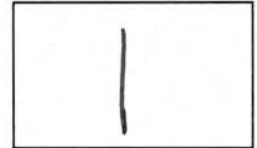
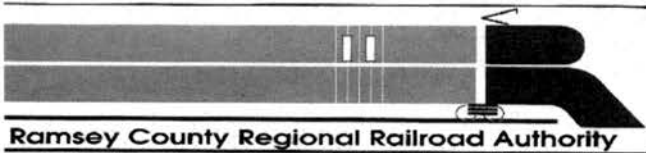
Chair McDonough clarified where the state bond funds mentioned earlier are coming from. He said the Legislature and the Governor actually signed a bonding bill of \$26 million to be made available for potential rail investments as the opportunities arose. When Mn/DOT's Passenger Rail Office was created, they also created a pot of bonding funds to maximize opportunities and that is the source of these funds. He thanked Mr. Krom for the update.

CORRIDOR UPDATES

- Gateway Corridor
Commissioner Ortega reported on the last Gateway Corridor Commission meeting on Thursday, December 9, 2010. They will request from their congressional delegation an affirmation of support for the Corridor. He also added that the St. Paul Area Chamber of Commerce attended the last meeting and will have a representative at all of the Commission meetings. Commissioner Ortega was elected Chair of the Policy Advisory Committee, as part of the Alternatives Analysis. He said, for clarification, the Alternatives Analysis will study the Corridor from Minneapolis to Eau Claire.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 11:15 a.m.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/21/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Construction, Operations and Maintenance Agreement and Dedication of Highway Easement

EXECUTIVE SUMMARY

In 2010, The Minnesota Department of Transportation (Mn/DOT) notified the Ramsey County Regional Railroad Authority (RCRRA) of Mn/DOT's intent to acquire a portion of RCRRA real estate in the area known as the Kellogg and Broadway surface parking lots, for the purpose of replacing the existing Trunk Highway 52/Lafayette Bridge with two new Bridges. This involves the acquisition of a *Permanent* Highway Easement and a Temporary Easement for the new bridge. Mn/DOT will pay RCRRA fair market value which was appraised at \$375,000.00. RCRRA will remain in possession of the Fee Title. Bridge construction will begin January, 2011 and continue for approximately five (5) years. Because the RCRRA is also developing the Union Depot Multi-modal Transportation Hub, which includes adding passenger rail infrastructure under Lafayette Bridge, it is necessary to establish a Construction, Operations and Maintenance Agreement to ensure cooperation between contractors and regulate the maintenance and operations of both systems. The Easement will be made a part of the Construction, Operations and Maintenance Agreement and will be recorded. As part of compensation for the "takings", Mn/DOT will pay the RCRRA any costs associated with terminating the third party parking management contract associated with the Upper parking area.

RCRRA staff has consulted with the Ramsey County Surveyor's, Public Works' and Attorney's offices regarding the overall redevelopment, including this Highway Easement. The Ramsey County Surveyor's Office has reviewed the appraisal and is satisfied with the offered value of the takings.

ACTION REQUESTED

1. Approve a Construction, Operations and Maintenance Agreement and Dedication of Highway Easement for Public Transportation Purposes to the Minnesota Department of Transportation for Trunk Highway 52/Lafayette Bridge, which will be expanded over the Kellogg and Broadway property.
2. Authorize the Chair to execute a Construction, Operations and Maintenance Agreement and Dedication of Highway Easement.

SUBJECT: Construction, Operations and Maintenance Agreement and Dedication of Highway Easement

ATTACHMENTS:

1. Takings Letter from Tom O'Keefe, 7/21/2010.
2. Compensation Letter, dated 12/15/2010.
3. Construction, Operations and Maintenance Agreement.
4. EXHIBIT E, Highway Easement.

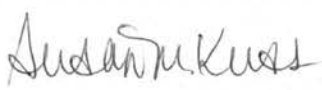
PREVIOUS ACTION: None.

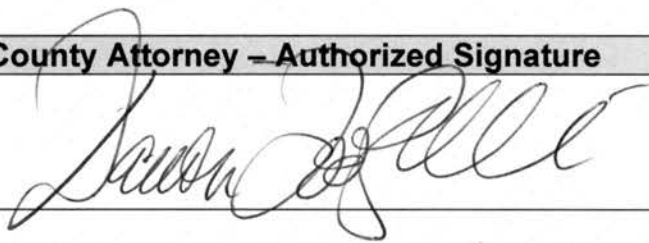
COUNTY MANAGER'S COMMENTS:

Granting this Highway Easement will help facilitate the replacement of the existing Trunk Highway 52/Lafayette Bridge.

SUBJECT: Construction, Operations and Maintenance Agreement and Dedication of Highway Easement

Regional Railroad Authority – Authorized Signature	Date
	12/16/10

Budgeting & Accounting – Authorized Signature	Date
	12/15/10

County Attorney – Authorized Signature	Date
	12/16/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Construction, Operations and Maintenance Agreement and Dedication of Highway Easement

Draft Resolution

1 WHEREAS, On July 21, 2010, The Minnesota Department of Transportation notified the
2 Ramsey County Regional Railroad Authority notice of Mn/DOT's intent to acquire a portion of
3 RCRRRA real estate in the area known as the Kellogg and Broadway surface parking lots, for the
4 purpose of replacing the existing Trunk Highway 52/Lafayette Bridge with two new Bridges; and
5

6 WHEREAS, the Ramsey County Regional Railroad Authority is also developing the Union
7 Depot Multi-modal Transportation Hub, which includes adding passenger rail infrastructure under
8 Lafayette Bridge; and
9

10 WHEREAS, a *Permanent* Highway Easement including terms for construction and
11 operations cooperation is necessary for both projects; and
12

13 WHEREAS, The Minnesota Department of Transportation will pay the Ramsey County
14 Regional Railroad Authority \$375,000.00 plus any costs associated with terminating the third party
15 parking management contract for the Upper parking area; now, therefore be
16

17 RESOLVED, That the Ramsey County Regional Railroad Authority approves a
18 Construction, Operations and Maintenance Agreement and Dedication of Highway Easement for
19 Public Transportation Purposes to the Minnesota Department of Transportation for Trunk Highway
20 52/Lafayette Bridge over Ramsey County Regional Railroad Authority property; and be it further
21

22 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to
23 execute the Construction, Operations and Maintenance Agreement and Dedication of Highway
24 Easement.



Minnesota Department of Transportation

Metropolitan District
Waters Edge
1500 West County Road B-2
Roseville, MN 55113-3174

Date: _____

Ramsey County Regional Railroad Authority
50 Kellogg Blvd. E
St. Paul, MN 551021657

In reply refer to
S.P.: 6244-30 C.S.: 6244 (52=112) 903 Job: T99071
County: Ramsey
Parcel: 204 - Ramsey County Regional RR Authority
Property Address: 390 Kellogg Blvd. E.
St. Paul, MN 55102

The State of Minnesota, through the Department of Transportation (Mn/DOT), is acquiring part of your property for the improvement of Trunk Highway 52.

The person delivering this letter is a real estate specialist representing Mn/DOT. This individual will explain the procedures involved in the acquisition process. The State's valuation report is included with this letter.

The monetary damage to your property due to this acquisition is \$375,000.00, this being the State's certified offer; this amount includes \$185,000.00 for the permanent highway easement being acquired, \$44,000.00 for a temporary easement, and \$146,000.00 for the cost to cure and other loss in value to the remaining property.

There is an outdoor advertizing sign located on the subject property by virtue of a permanent easement. A value conclusion for that interest has been determined by an appraisal under separate cover and is not a part of this offer. However, a settlement for both interests is required to perfect a successful negotiation.

Please be advised that lawful owners and/or occupants of the property on the date of this offer may be entitled to relocation assistance/benefits in accordance with Federal and State laws.

It is important that you read the information provided in the purchase packet. It will help you to understand your rights during the acquisition process and also to assist you in making sound decisions.

As the acquisition of your property proceeds, you will undoubtedly have additional questions. Please direct them to the Mn/DOT representative who submitted this offer.

Sincerely,



Tom O'Keefe, P.E. Director
Metro District Program Delivery

Package Contents:

"Guide for Property Owners" Booklet
Legal Description describing acquisition
Offer to Sell and Memorandum of Conditions (reference copy if applicable)
Conveyance Instrument (reference copy if applicable)
"Relocation Assistance" Booklet (if applicable)
Valuation Report
Appraisal Reimbursement Claim form
Acquisition Incidental Claim form
Plat map (if applicable)
Parcel sketch

Receipt of Valuation Report:

Date: _____

Owner: _____

Minnesota Department of Transportation

Metro Right of Way

1500 West County Road B2

Roseville, Minnesota 55113

Office Tel: 651-234-7599

Fax: 651-234-7551

Date: December 15, 2010

James Homolka
Project Manager, Ramsey County Property Management
Ramsey County Regional Railroad Authority
50 W. Kellogg Blvd.
Saint Paul, MN, 55102

RE: Existing Parking Contract

Dear Mr. Homolka:

The Minnesota Department of Transportation (MNDOT) acknowledges the existing contract between the Ramsey County Regional Railroad Authority (RCRRA) and Central Parking System. In MNDOT's valuation of Parcel 204, CS 6244 (52=112) 903, no compensation was included in the appraisal or subsequent offer that addressed the penalties Ramsey County Regional Railroad Authority would have to incur as a result of MNDOT's acquisition. The Department recognizes this responsibility and agrees to reimburse the RCRRA for those costs outlined in the attached management agreement. When the final costs are determined, please contact Tony Robey, 651-234-7588 for additional instructions.

Sincerely,



Lee Williams
Minnesota Department of Transportation
Metro R/W Area Manager

Enclosures

An Equal Opportunity Employer



Attachment # 3

Reference Numbers: _____
Ramsey County Regional Railroad Authority: _____
MnDOT: _____

PROJECT: S.P. 6244-30 LAFAYETTE BRIDGE

**AGREEMENT NAME: LAFAYETTE BRIDGE AND UNION DEPOT
CONSTRUCTION, OPERATION AND
MAINTENANCE AGREEMENT**

PARTIES TO AGREEMENT:

- Ramsey County Regional Railroad Authority
- State of Minnesota acting through its
Commissioner of the Minnesota Department of
Transportation

CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENT

This Construction, Operation, and Maintenance Agreement (Agreement) is made by and between the Ramsey County Regional Railroad Authority, a public corporation and political subdivision of the State of Minnesota (RCRRA), and the State of Minnesota, acting through its Commissioner of Transportation (Commissioner), collectively the Parties.

Whereas, the Parties are authorized to enter into this Agreement by Minnesota Statute 471.59; and

Whereas, the RCRRA holds fee title to those lands, as indicated on the map attached hereto as **Exhibit A** and legally described on the attached **Exhibit B** (RCRRA Parcel), to be used for transportation purposes in connection with the Union Depot project; and

Whereas, the Commissioner presently holds a permanent easement for highway purposes, including air rights, for constructing and maintaining the Lafayette Bridge (Legislative Route 112) over and above portions of the land owned by the RCRRA, which easements are indicated

on the map attached hereto as **Exhibit C** (Existing Easement). The easement provides for exclusive control of the easement area by the Commissioner; and

Whereas, the Commissioner has determined that it is necessary to acquire an additional permanent highway easement and temporary easements, including air rights, over and above those lands as indicated on the map attached hereto as **Exhibit D** (Additional Easement) and **Exhibit F** (Temporary Construction Easement) and legally described on the attached **Exhibit E**; and

Whereas, it has been determined by both parties that the RCRRA will construct, operate, and maintain passenger rail lines under the Lafayette Bridge; and

Whereas, both parties acknowledge that the construction schedules for both projects indicate that both construction contracts will be active at the same time with construction activities on site; and

Whereas, both parties acknowledge that following construction, each party will independently maintain and operate their respective facility; and

Now, therefore, in consideration of the above, the benefits to accrue to the Commissioner and the Authority and the mutual covenants herewith set forth, the Commissioner and the Authority hereby agree:

ARTICLE 1. COOPERATION

The RCRRA and the Commissioner agree that the parties will cooperate on the joint use of the RCRRA Parcel so that the RCRRA can accomplish the purpose for which it acquired the RCRRA Parcel, and the Commissioner can accomplish the purpose for which it acquired the Existing Easement and the Additional Easement. Parties will cooperate as provided in this Agreement.

ARTICLE 2. EASEMENTS

The Authority agrees to grant, for valuable consideration, to the Commissioner, the Additional Easements over and above the Authority Parcel in the form attached hereto as **Exhibit E**. The temporary construction easement shall run from inception to December 1, 2015.

The RCRRA intends to construct, operate, and maintain track and other necessary features for the operation and maintenance of the Union Depot facilities under the Lafayette Bridge within the permanent highway easement shown on **Exhibit D**.

Until such time as **Exhibit E** is recorded, each party grants the other party the rights needed to construct, operate, and maintain their respective projects.

ARTICLE 3. DESIGN

Both parties will consider the construction staging, maintenance activities, and operations of the other party in their plan development. Construction plans and specifications will be provided to each party; comments submitted in writing will be reasonably accommodated and responded to in writing.

The RCRRA will design all track and appurtenances to avoid the future Lafayette bridge piers and footings. Nothing will be attached to or placed on, or within 8 feet laterally of the piers or within 5 feet vertically of the underside of the bridge deck without express written permission from the Commissioner, which permission shall not be unreasonably withheld, conditioned or delayed. In the design of the Union Depot facility, the RCRRA will consider the possibility of inadvertent snow, ice, or debris falling from the bridge.

ARTICLE 4. CONSTRUCTION

The RCRRA, by this agreement and at no cost to the Commissioner, grants the Commissioner (and the Commissioner's contractors and consultants) the rights needed to remove the existing Lafayette Bridge (including piers, footings, and related appurtenances) and to construct the new Lafayette Bridge in the area of the Additional Easements.

Neither party will unreasonably impede the other party's construction. The Commissioner and the RCRRA will require the contractors to work together and communicate to avoid unnecessary delays in accordance with 1505 of the Mn/DOT Standard Specifications for Construction, 2005 edition. The parties shall coordinate the development of additional language to be included in their respective project special provisions to ensure this collaborative effort is accomplished. The parties shall also develop compatible construction schedules and contractor interface protocol to ensure safe and timely coordination of activities.

A dispute resolution process shall be used for any unresolved issue, dispute, or controversy between the respective contractors or other agents of the RCRRA or the Commissioner before any legal remedies are exercised. The dispute resolution process contains a three level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. The Commissioner is represented from Level 1 to 3 in the following order: Resident Engineer, Construction Engineer, and Commissioner. The RCRRA is represented from Level 1 to 3 in the following order: Construction Manager, Project Manager, and RCRRA Director. At each level, representatives of the parties shall meet and continue to explore resolution until either party determines, in good faith, that effective resolution is not possible at the current level, and notifies the other party that the process is elevated to the next level. If either or both parties make such a determination at any point during issue resolution at Level 3, then the dispute resolution process has been exhausted.

ARTICLE 5. OPERATION AND MAINTENANCE

After completing reconstruction of the Lafayette Bridge, the Commissioner will need to inspect and maintain the bridges and other related structures. Inspections and maintenance will require access from both the bridge level and the ground level.

The Commissioner will inform the RCRRA prior to performing inspection and maintenance of the bridge over the Union Depot facility, for other than routine snow removal and sweeping. The Commissioner will attempt to contain snow and ice removal from the bridge deck on the bridge deck. The Commissioner may perform inspection and maintenance from the bridge deck at any time without the RCRRA's prior approval provided that equipment used to perform such work is not within the safety envelope of cars located on the RCRRA's tracks.

Inspection and maintenance work that requires either (1) access from the ground level or (2) access from the bridge within the safety envelope of cars located on the RCRRA's tracks must be coordinated with the RCRRA. The timing and location of such inspections and maintenance work will require the express written permission of the RCRRA, which permission shall not be unreasonably withheld, conditioned, or delayed. From time to time either party may reasonably determine that a flagger is required to assist in controlling the co-ordination of work by either party in the area. If either party determines that the work to be done should require the use of a flagger, the party that is requiring the work will provide flagging at no cost to the other party. For example, in the event RCRRA determines the use of flaggers is necessary to ensure safety while MN/DOT conducts inspections, maintenance or other work, MN/DOT will be responsible for this at no cost to the RCRRA. The RCRRA will remove any equipment or materials that may conflict with the maintenance operations. Such inspections and maintenance by the Commissioner will not unreasonably interfere with the RCRRA's use of the RCRRA Parcel, except as specifically agreed by the RCRRA. The Commissioner's use of its easement on and over the RCRRA Parcel will be consistent with the purposes of the easement and will not unreasonably interfere with the RCRRA's activities in the RCRRA Parcel. Specific activities to be conducted by the Commissioner, subject to the RCRRA's agreement to the timing and location of the work, may include:

Activity	Frequency*	Duration Relative to Union Depot
Bridge safety inspection	Every other year	2 days
Flushing bridge and pier caps	Annually	2 days
Clean drainage system	Annually	2 days
Joint replacement	25 years	1-2 weeks
Bearing maintenance	20 years	1-2 weeks
Paint superstructure	20 years	1-2 weeks
Replace overlay	25 years	Work on top of deck only
Misc. concrete repairs to piers and deck	25 years	2-3 weeks
Redeck or replace bridge	80 years	3 years
Maintain anti icing system	Annually	Inside the box girder

*The frequency and duration of these activities are subject to change according to field conditions.

In all cases, after completing use of the land, Commissioner shall return it in as good condition as it was when the Commissioner entered the RCRRA Parcel for maintenance activities.

The RCRRA will maintain an 8 foot clearance envelope to all bridge piers. Nothing will be attached to or placed within 8 feet of the face of piers without express written permission from the Commissioner, which permission shall not be unreasonably withheld, conditioned or delayed.

In the operation of CCLRT, the RCRRA will consider the possibility of inadvertent snow, ice, or debris falling from the bridge.

The RCRRA's designee, RCRRA Director – Rail, 612-266-2760 and the Commissioner's designee, Assistant District Engineer – Maintenance, 651-234-7901, are authorized to give and receive notice for ongoing operation and maintenance.

ARTICLE 6. CONTAMINATION

Both parties acknowledge that the property is possibly contaminated.

The Commissioner and the RCRRA are working with the MPCA Voluntary Investigation and Cleanup (VIC) Program to obtain eligible liability protections offered by the VIC program in accordance with Minn. Stat. 115B. The liability protections will be requested for proposed actions in the easement area.

Response Action Plans (RAPs) are being written by each agency to describe proposed actions by each agency in the easement area acquired by the Commissioner. Both agencies will work with the MPCA in accordance with their respective MPCA approved RAPs and RAP Addenda during construction and maintenance activities in the easement area. Both agencies will document actions taken during construction and maintenance activities in the easement area in accordance with MPCA approved RAPs and RAP Addenda.

Should a party cause or permit the release or threatened release of pollutants, hazardous substances, or regulated materials on the property during the course of construction operations or maintenance activities, the party responsible for the release or threatened release will be responsible for responding to the release or threatened release in accordance with applicable laws and administrative orders of agencies with proper jurisdiction. The party responsible for the release or threatened release will, as required by law, cover the costs of investigation and clean-up attributable to the release or threatened release.

The RCRRA, as fee owner, may obtain Restrictive Covenants as appropriate and as dictated by the MPCA VIC program. The RCRRA will inform the Commissioner of any activity limitations or restrictions in the easement area that are under discussion with the MPCA. The Authority will provide a copy of each draft Restrictive Covenant to the Commissioner for review and comment. For purposes of this coordination, the Authority designee is RCRRA Director, 651-266-2760 and the Commissioner designee is Director, Mn/DOT's Office of Environmental Services, 651-366-3602.

The RCRRA will ensure to the extent possible that restrictions placed in the Restrictive Covenant(s) will not impede necessary actions by the Commissioner in the easement area. The

Commissioner will comply with activity limitations or restrictions required in the easement area by the MPCA.

Nothing in this Agreement shall be construed as a waiver, by either party, of any protection from liability afforded to a party by applicable environmental laws, including the Minnesota Environmental Response and Liability Act.

ARTICLE 7. GOVERNING PROVISIONS

1. Subject to Audit. Pursuant to Minnesota Statutes §16C.05, the parties books, records, documents and accounting practices and procedures relevant to this Agreement are subject to examination by the parties auditors, and by the State Auditor and Legislative Auditor for a minimum of six years.
2. Amendments. Any amendment to this Agreement must be in writing, and will not be effective until it has been signed and approved by the parties.
3. Liability. Each party will be responsible for its own acts and omissions, and the results thereof, to the extent authorized by law, in performing its duties under this Agreement. Neither party agrees to be responsible for the acts nor omissions of the other party, and the parties expressly intend for the provisions of Minnesota Statutes §471.59 (subd. 1a) to be applied to this Agreement.
4. Cost. Each party shall perform its responsibilities under this Agreement without cost or expense to the other party. This provision is not intended by either party to constitute a waiver of the remedies for breach of this Agreement by the other party.
5. Exhibits Incorporated. All exhibits attached to this Agreement are made a part of this Agreement by this reference.
6. Jointly Drafted. This Agreement was jointly drafted by the parties.
7. Effective Dates; Survival of Obligations. This Agreement will be effective as of the date last signed by the parties hereto and by all State of Minnesota officials as required by Minnesota Statutes §16C.05. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
8. Recorded. This Agreement will be recorded by the RCRRA at Ramsey County.

*[Signature page follows –
The remainder of this page is intentionally left blank]*

Date: _____

Date: _____

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____

Its: _____

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me the _____ day of _____, 2010, by
_____, the _____ of the Ramsey County
Regional Railroad Authority, a public corporation, on behalf of the public corporation.

Notary Public

Approved as to form:

Ramsey County Attorney



ORIGINAL

MINNESOTA DEPARTMENT OF TRANSPORTATION

C.S. 6244-30 (52-2) 303 PARCEL NO. 204
COUNTY OF RAMSEY JOB NO. T99071

TITLE OPINION

I hereby certify to the State of Minnesota that I have examined the title to the real estate herein described as shown by the records in the office of the County Recorder, Registrar of Titles, County Auditor and County Treasurer, and as shown by said records the title to the following described tract:

All those parts of Kittson's Addition to St. Paul conveyed in ~~Limited~~ Limited Warranty Deed dated 5/26/2005, and filed 6/6/2005 as doc. # 3860901 and Limited Warranty Deed dated 9/28/2005, and filed 10/11/2005 as doc. # 3895250 in the office of the Ramsey County Recorder.

SW of Section 32, Township 29, Range 22, Ramsey County,

is at the date of this certificate in the following named persons: (if the title is registered, note the certificate number.)

REGISTERED LAND TORRENS CERTIFICATE NO. _____

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Document & Date Recorded</u>	<u>Book & Page and/or Doc. No.</u>	<u>Name of Spouse If single, so state</u>
Ramsey County Regional Railroad Authority (MN political subdivision)	Fee	D: 5/26/2005 F: 6/6/2005	3860901✓	
"	Fee	D: 9/28/2005 F: 10/11/2005	3895250✓	

During the past five years the title to said tract was in the following persons, if different from above:

<u>Name</u>	<u>Nature of Interest</u>	<u>Date of Document & Date Recorded</u>	<u>Book & Page and/or Doc. No.</u>	<u>Name of Spouse If single, so state</u>
-------------	---------------------------	---	--	---

SUBJECT ONLY TO THE FOLLOWING: (Here enumerate encumbrances and liens of every nature, giving names and addresses of parties, date of instrument, date of recording, document number, and other pertinent information; also enumerate other defects, if any, in the title; any judgments docketed in the office of the Court Administrator that would be a lien against this property should be shown here. Show docket number, date of entry and amount of judgment, names of judgment debtor and creditor and attorney for the creditor.)

EASEMENT for highway purposes in favor of the State of Minnesota dated 11/19/1964, filed 4/14/1965 as doc. # 1645339. ✓

NA EASEMENT for vehicular traffic in favor of the United States Post Office dated 4/14/1977, filed 4/15/1977 as doc. # 1962509. ✓

⑧ EASEMENT for access in favor of Central Parking System, Inc.
L.L. = 3895251

I further certify that all taxes and assessments against said tracts are paid, except:
P.I.D. 32 29 22 33 0360 Taxes: \$0.00. Special Assessments: \$537.00.

Last Tract Entry or Certificate Memorial	SIGNATURE	DATE
Book - of - Page	Attorney or Abstractor	
3895250	<i>Royce Lawson</i> by: Royce Lawson	8/5/08
3895250	<i>[Signature]</i>	12-24-09

LIMITED WARRANTY DEED

Form No. 23-M

Minnesota Uniform Conveyancing Blanks (1/15/97)

Corporation or Partnership or Limited Liability Company
To Corporation, Partnership or Limited Liability Company

No delinquent taxes and transfer entered: Certificate of Real Estate
Value () filed () not required. Certificate of Real Estate Value No.

(Date)

County Auditor

by:

Deputy

Document# 3895250

Recorded 10/11/2005 1400

County Recorder, Ramsey County, MN

No Delinquent Taxes & Transfer Entered

11/02/2005

Deed Tax Paid 11/02/2005

5.3.3 70628V

(reserved for recording data)

DEED TAX DUE HEREON: \$ 8,976.00

Date: SEPTEMBER 28, 2005

FOR VALUABLE CONSIDERATION, Allright Corporation, a corporation under the laws of Delaware, Grantor, hereby conveys and quitclaims to Ramsey County Regional Railroad Authority, Grantee, a political subdivision under the laws of Minnesota, real property in Ramsey County, Minnesota, described as follows:

See Exhibit A attached hereto and made a part hereof,

together with all hereditaments and appurtenances and subject to the permitted Exceptions shown on Exhibit B attached hereto and made a part hereof.

This Deed conveys after-acquired title. Grantor warrants that Grantor has not done or suffered anything to encumber the property, EXCEPT: _____

Check box if applicable:

- ☒ The Seller certifies that the seller does not know of any wells on the described real property.
☐ A well disclosure certificate accompanies this document.
☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Affix Deed Tax Stamp Here

ALLRIGHT CORPORATION

By William R. Potts
Its Secretary Vice President

STATE OF Tennessee)
COUNTY OF Davidson) ss.

The foregoing instrument was acknowledged before me on September 21, 2005, by William R. Potts, the Secretary Vice President of Allright Corporation, a corporation under the laws of Delaware, on behalf of the corporation.



THIS INSTRUMENT WAS DATED AND SIGNED AT THE NAME AND ADDRESS:

BRIGGS AND MORGAN, P. A. (DJC)
2200 West First National Bank Building
332 Minnesota Street
St. Paul, Minnesota 55101
(651) 808-6600

Laura C. Morris
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for the real property described in this instrument
should be sent to (include name and address of Grantee):

Ramsey County Regional Railroad Authority
50 West Kellogg Blvd., Suite 665
St. Paul, MN 55102

PID # 33 29 22 33 0120
33 29 22 33 0055

1802634v2

1-3

Exhibit A

(Legal Description)

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. Excepting therefrom an easement to the City of St. Paul, Minnesota to construct, maintain and operate a sewage pumping station upon the following described premises: A piece or parcel of land at the Southeast corner of Broadway and Kellogg Boulevard, in the City of St. Paul, Ramsey County, Minnesota, described as follows: Beginning at the intersection of the Southerly line of Kellogg Boulevard and the Easterly line of Broadway vacated; thence Southeasterly along the Easterly line of Broadway vacated, a distance of 36.5 feet; thence to the left through an angle of 90 degrees, a distance of 18.5 feet; thence to the left and parallel to the Easterly line of Broadway vacated to the Southerly line of Kellogg Boulevard; thence to the left along the Southerly line of Kellogg Boulevard to the point of beginning, Ramsey County, Minnesota.

(PIN NOS. 32-29-22-33-0120 and 32-29-22-33-0033)

1802634v2

A-1

Exhibit B

Permitted Exceptions

1. Reservations of minerals or mineral rights by the State of Minnesota, if any;
2. Easement for bridge in favor of the City of St. Paul as set out in Doc No. 2080644;
3. Easements reserved in Special Warranty Deed filed as Doc No. 2263023;
4. Easement for highway purposes, in favor of State of Minnesota, dated November 19, 1964, filed April 14, 1965, as Document No. 1645339;
5. Building and zoning ordinances and state and federal laws and regulations, including without limitation, subdivision laws;
6. The lien of unpaid real estate taxes and installments of special assessments which are due and payable in the year 2005 and all subsequent years;
7. Interest of St. Paul Union Depot, a Minnesota corporation, which executed the Easement, dated April 14, 1977, for vehicular traffic, from The Saint Paul Union Depot Company to United States Postal Service, filed April 15, 1977, as Document No. 1962509.

B-1

ORIGINAL

MINNESOTA DEPARTMENT OF TRANSPORTATION

C.S. 6244-30 (52=112) 903 PARCEL NO. 204
 COUNTY OF RAMSEY JOB NO. T99071

TITLE OPINION

I hereby certify to the State of Minnesota that I have examined the title to the real estate herein described as shown by the records in the office of the County Recorder, Registrar of Titles, County Auditor and County Treasurer, and as shown by said records the title to the following described tract:

All that part of the Southwest Quarter of Section 32, Township 29, Range 22, and the Norwest Quarter of Section 5, Township 28, Range 22, Ramsey County, Minnesota described in Quit Claim Deed dated July 29, 2008, and filed of record on July 31, 2008, as Document No. 4109383.

SW of section 32, Township 29 North, Range 22 Ramsey County,
 NW of section 5, Township 28 North, Range 22 Ramsey County,

is at the date of this certificate in the following named persons: (if the title is registered, note the certificate number.)

REGISTERED LAND TORRENS CERTIFICATE NO. _____

Name	Nature of Interest	Date of Document & Recording Date	Book and Page and/or Document No.	Name of Spouse or if Single, so state
Ramsey County Regional Railroad Authority, a Minnesota public body	Fee	D: July 29, 2008 R: July 31, 2008	#4109383	

During the past five years the title to said tract was in the following persons, if different from above:

Name	Nature of Interest	Date of Document & Recording Date	Book and Page and/or Document No.	Name of Spouse or if Single, so state
Housing Authority of the City of Saint Paul, Minnesota, a Minnesota municipal corporation	Fee	D: March 2, 2000 R: April 21, 2000	#3319244	

SUBJECT ONLY TO THE FOLLOWING: (Here enumerate encumbrances and liens of every nature, giving names and addresses of parties, date of instrument, date of recording, document number, and other pertinent information; also enumerate other defects, if any, in the title; any judgments docketed in the office of the Court Administrator that would be a lien against this property should be shown here. Show docket number, date of entry and amount of judgment, names of judgment debtor and creditor and attorney for the creditor.)

Easement for Highway purposes in favor of the State of Minnesota, dated November 19, 1964, and filed of record on April 14, 1965, as Document No. 1645339.

^{NA} Easement for vehicular traffic in favor of the United States Post office, dated April 14, 1977, filed o April 15, 1977, as Document No. 1962508.

^A Easement reserved and described in Document No. 3319244, filed of record on April 21, 2000.

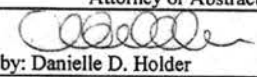
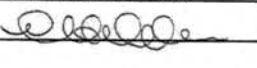
[?] Easement dated September 17, 1984, filed of record on November 26, 1991, as Document No. 2625628.

^{NA} Easement dated April 8, 1977, and filed of record on April 15, 1977, as Document No. 1962511.

Access Easement and Agreement, dated September 28, 2005, and filed of record on October 11, 2005, as Document No. 3895251

^A

I further certify that all taxes and assessments against said tracts are paid, except:
P.I.D. 32-29-22-34-0018 EXEMPT

Last Tract Entry or Certificate Memorial	SIGNATURE	EFFECTIVE DATE
Book - of - Page	Attorney or Abstractor	(Per County Recorder's Office)
#4109383	 by: Danielle D. Holder	October 4, 2009
#4109383		12-24-09

Document# 4109383
Recorded 07/31/2008 1300
County Recorder, Ramsey County, MN
No Delinquent Taxes & Transfer Entered 07/31/2008
Deed Tax Paid 07/31/2008
2.1.4 396844

QUIT CLAIM DEED
Corporation to Corporation

THIS INDENTURE, made this 29th day of July, 2008, between the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a public body corporate and politic, organized and existing under the laws of the State of Minnesota (party of the first part hereinafter called the "HRA"), and RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, a Minnesota public body (party of the second part hereinafter called the "Redeveloper").

In consideration of the sum of Three Million Six Hundred Twenty Thousand and 00/100ths Dollars (\$3,620,000.00) to it in hand paid by the Redeveloper, the receipt of which is hereby acknowledged, the HRA does hereby grant, bargain, quitclaim and convey to the Redeveloper, its successors and assigns, forever, the tract or parcels of land lying and being in the City of Saint Paul, County of Ramsey, and State of Minnesota, described as follows:

See attached Exhibit A Legal Description of Property

(hereinafter called the "Property").

The Seller certifies that the Seller knows of no wells on the described real property.

State Deed Tax due hereon: 12,308.00
~~\$11,946.00~~

This conveyance is subject to and encumbered by the following covenants, expressly stated to be covenants running with and burdening the above Property:

1. The Redeveloper shall not discriminate upon the basis of race, color, creed, religion, sex, or sexual or affectional orientation, national origin, age, or disability, marital status, or status with regard to public assistance, in the sale, or advertising of the property, or any dwelling therein, and in its use or occupancy.
2. Minerals and mineral rights in favor of the State of Minnesota in those portions of the property the title to which may have forfeited to the State of Minnesota.
3. Easements, covenants, conditions, and restrictions of record, if any.

27939
Return to: Commercial Recording
COMMONWEALTH LAND TITLE
400 Sibley Street, Suite 255
St. Paul, Minnesota 55101

Error! Unknown document property name.

A-1

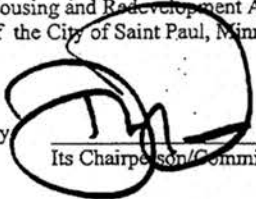
EXHIBIT B – AUTHORITY PARCEL (DESCRIPTION)
8 OF 10

24

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining to the said Redeveloper, its successor and assigns, Forever.

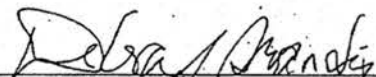
IN TESTIMONY WHEREOF, the said HRA has set its hand and seal on the day and year first above written.

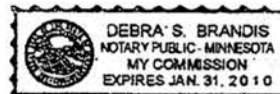
Housing and Redevelopment Authority
of the City of Saint Paul, Minnesota

By 
Its Chairperson/Commissioner

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 29th day of July, 2008, before me a Notary Public within and for said County, personally appeared Dave Thune, to me personally known, who, being by me duly sworn, did say that he is the Chairperson, of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Commissioners, and said Dave Thune acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



THIS INSTRUMENT DRAFTED BY:

OFFICE OF CITY ATTORNEY
15 WEST KELLOGG BOULEVARD
400 CITY HALL
SAINT PAUL, MINNESOTA 55102

Send Tax Statements to:

Ramsey County Regional Railroad Authority
50 W. Kellogg Blvd.
St. Paul, MN 55104

EXHIBIT B – AUTHORITY PARCEL (DESCRIPTION)
9 OF 10

25

EXHIBIT A

Legal Description of Property

All that part of Blocks 72, 73, 75, 76, 77, 78, 79, 80, 84 and 85, Kittson's Addition, The levee, Kellogg Boulevard, First Street (formerly Conway Street), Water Street, Kittson Street, Neill Street, Willius Street, Locust Street, John Street, Olive Street and Pine Street as opened, not opened or vacated, all in the Southwest Quarter of Section 32, Township 29, Range 22, and the Northwest Quarter of Section 5, Township 28, Range 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 5824.29 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 6066.68 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 of 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 Numbers 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 November 26, 1991, as Document No. 2625628 and together with the appurtenant easements contained in that certain Easement dated April 8, 1977, filed April 15, 1977, as Document No. 1962511 and together with the appurtenant easement contained in that certain Quit Claim Deed dated April 14, 1977, filed April 15, 1977, as Document No. 1962508.

27

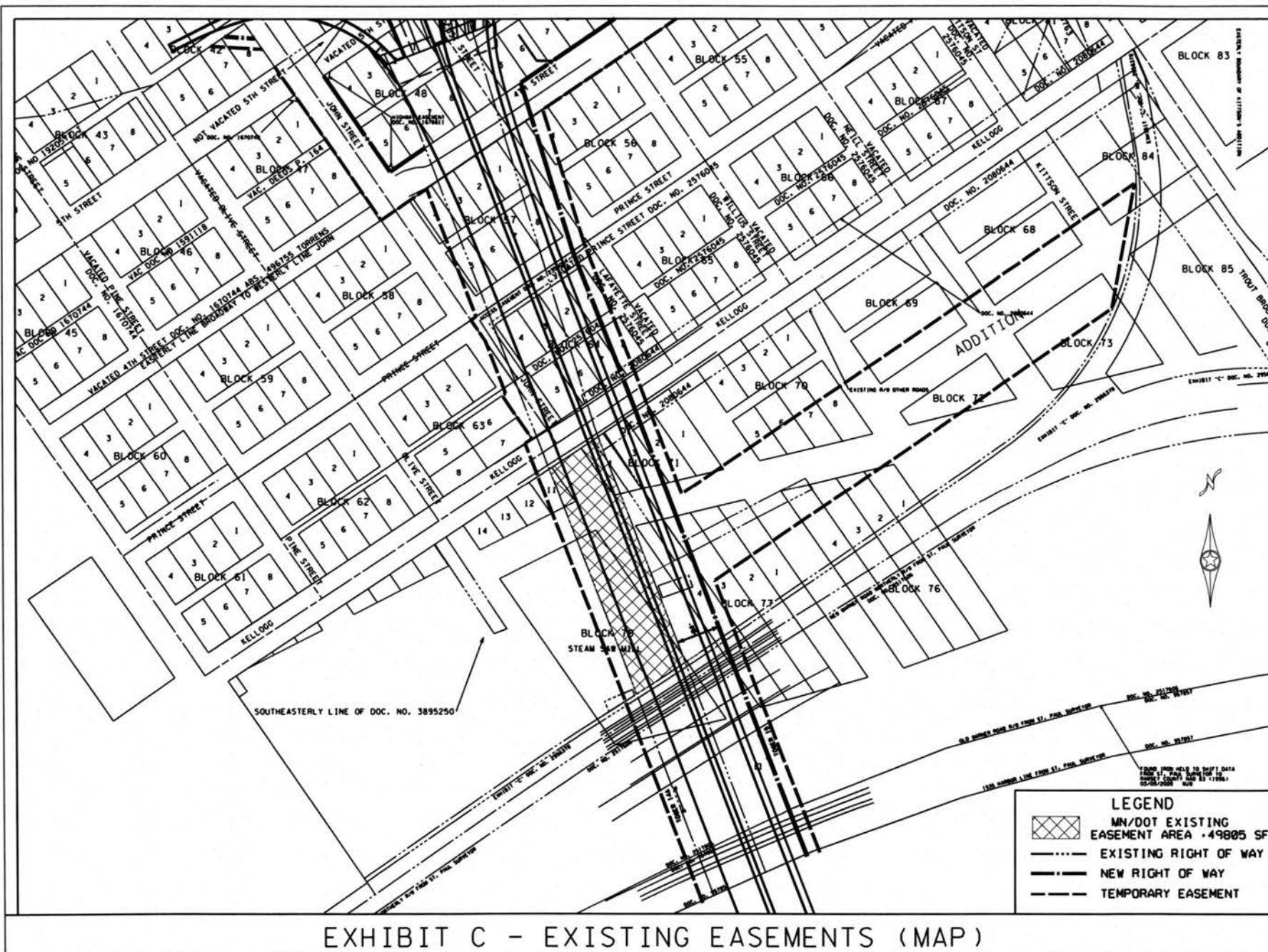






EXHIBIT F - TEMPORARY CONSTRUCTION EASEMENT (MAP)

EXHIBIT E

Attachment # 4

HIGHWAY EASEMENT

C.S. 6244 (52=112) 903
Parcel 204
County of Ramsey

Date: _____

For and in consideration of the sum of Three- Hundred- Seventy Five Thousand and no Cents Dollars (\$ 375,000.00), Ramsey County Regional Railroad Authority, a body politic and corporate under the laws of the state of Minnesota, Grantor, hereby conveys and warrants to the State of Minnesota, Grantee, together with the unrestricted right to improve the same, free and clear of all encumbrances, a perpetual easement on and over real property in Ramsey County, Minnesota, described as follows:

All of the following:

That part of Lot 11, Block 63, Lots 5 through 8, Block 70, Lots 1 through 4, Block 71, Lots 1 through 4, Block 77, Lots 5 through 8, Block 68, Lots 5 through 8, Block 69, Lots 1 through 4, Block 72, Lots 1 through 4, Block 73, Lots 1 through 4, Block 76, Lots 5 and 6, Block 84 and Block 78, Kittson's Addition to the Town of St. Paul, and the Northeast Quarter of the Northwest Quarter of Section 5, Township 28 North, Range 22 West, together with that part of vacated Water Street accruing to said Lots 11 and 12, Block 63, said Block 78, said Lots 1 through 4, Block 71, said Lots 5 through 8, Block 70, said Lots 1 through 4, Block 77, said Lots 1 through 4, Block 76, and said Lots 3 and 4, Block 72 by reason of the vacation thereof, also that part of vacated Lafayette Street accruing to said Lot 1, Block 71, said Lot 1, Block 77, said Lot 4, Block 76 and said Lot 5, Block 70 by reason of the vacation thereof, also together with that part of vacated Willius Street accruing to said Lot 8, Block 70, said Lot 5, Block 69 and said Lot 4, Block 72 by reason of the vacation thereof, also together with that part of vacated First Street accruing to said Lots 5 through 8, Block 68, said Lots 5 through 8, Block 69, said Lots 1 through 4, Block 72, said Lots 1 through 4, Block 73 and said Lot 5, Block 84 by reason of the vacation thereof, also together with that part of vacated Neill Street accruing to said Lot 5, Block 68, said Lot 8, Block 69, said Lot 1, Block 72 and said Lot 4, Block 73 by reason of the vacation thereof, also together with that part of vacated Kittson Street accruing to said Lot 8, Block 68, said Lot 1, Block 73 and said Lot 5, Block 84 by reason of the vacation thereof, also together with that part of vacated John Street accruing to said Lot 11, Block 63, said Lot 4, Block 71, said Lot 4, Block 77 and said Block 78 by reason of the vacation thereof, shown as Parcel 204 on Minnesota Department of Transportation Right of Way Plat Numbered 62-56 as the same is on file and of record in the office of the County Recorder in and for Ramsey County, Minnesota;

containing 0.01 acre, more or less, in the unplatted portion;

together with other rights as set forth below, forming and being part of said Parcel 204:

EXHIBIT E

Temporary Easement:

A temporary easement for highway purposes as shown on said plat as to said Parcel 204 by the temporary easement symbol, said easement shall cease on December 1, 2015, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes. Ramsey County Regional Railroad Authority specifically reserves the right to use the above described property in any manner not inconsistent with the above described highway easement.

The above described property includes a portion of the areas covered by the following State of Minnesota easement ("Existing Easement"):

1. Easement for highway purposes filed of record in the office of the County Recorder for Ramsey County, Minnesota on April 14, 1965, as Document No. 1645339.

The State of Minnesota agrees that this perpetual easement granted herein shall act to restate and amend the terms of the Existing Easement, as to the areas included in the above described property to allow for the use of the above described property by Ramsey County Regional Railroad Authority in any manner not inconsistent with the above described highway easement.

The said Grantor does hereby release the State of Minnesota from any claims for damages to the fair market value of the above-described area covered by this easement and for its use, or any claims for damages to the fair market value of the remaining property of Grantor caused by the use of the easement, including grading and removal of materials from said easement area for highway purposes. Notwithstanding the foregoing, Grantor does not release any claims Grantor may have as a result of the negligence of the Grantee, its agents or contractors, in conducting any of the above activities.

In conjunction with this easement, the State of Minnesota and the Ramsey County Regional Railroad Authority have entered into an agreement governing the Construction, Operation and Maintenance of the State's bridge and the County's Union Depot rail operations and facility.

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY

By _____

Its _____

And _____

Its _____

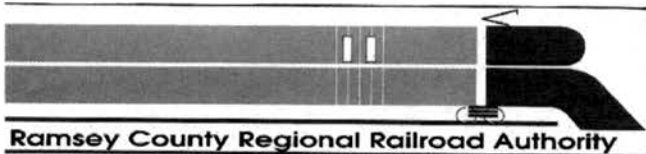
STATE OF MINNESOTA)
)SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the _____ and _____ of Ramsey County Regional Railroad Authority, a body politic and corporate under the laws of the state of Minnesota, on behalf of the corporation.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the
State of Minnesota, Department of
Transportation, Metro Right of Way,
Roseville, MN 55113



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/21/10

Regional Railroad Authority Meeting Date: _____

SUBJECT: Parking Lease - United States Post Office

EXECUTIVE SUMMARY

On May 22, 2008, The Ramsey County Regional Railroad Authority (RCRRA) executed a Contract for Deed with The United States Post Office (USPO) for portions of the downtown USPO property, including the Concourse and the Parking Garage. Section 7.1 of the Contract for Deed provides that the closing of the payoff of the purchase price and the transfer of possession of the Concourse Parcel (Payoff) is to occur on or before December 31st, 2010. Section 9.5 of the Contract for Deed requires the RCRRA, following the payoff, to provide 30 secured parking stalls and an additional 85 parking stalls within a four block radius of the USPO tower. The parking is not gratis and the USPO will pay market rate.

Having explored all the viable options, RCRRA staff and the USPO have agreed the site shall be on a portion of the Kellogg and Broadway surface parking lot. The existing USPO site has fencing which the RCRRA will reuse to secure the new location. The site will accommodate 115 reserved spaces. The USPO will pay \$60 per month per stall for a term up to 24 months with an option to reduce the number of required spaces. This will generate \$6,900 per month in new revenue to the RCRRA.

RCRRA recommends approval of this parking lease for it satisfies the parking obligations under Section 9.5 of the May 22, 2008 Contract for Deed, and generates additional income for the RCRRA.

ACTION REQUESTED

1. Approve a 24-month lease agreement to the United States Post Office for approximately 14,490 square feet of space on the Kellogg and Broadway surface parking lot facility at 390 east Kellogg Blvd, St. Paul 55101-1409 for the period 01/01/11 through 12/31/12, in the amount of \$82,800 per year; and
2. Authorize the Chair to execute the lease agreement.

1

SUBJECT: Parking Lease - United States Post Office

ATTACHMENTS:

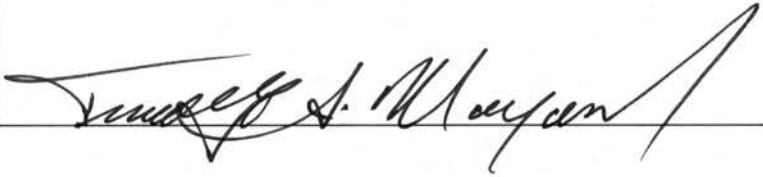
1. Section 9.5 of the May 22, 2008 Contract for Deed.
2. Ground Lease.

PREVIOUS ACTION: None.

COUNTY MANAGER'S COMMENTS:

This parking lease satisfies the parking obligations under Section 9.5 of the May 22, 2008 Contract for Deed, and generates additional income for the RCRRA.

SUBJECT: Parking Lease - United States Post Office

Regional Railroad Authority – Authorized Signature	Date
	12-16-10

Budgeting & Accounting – Authorized Signature	Date
	12/15/10

County Attorney – Authorized Signature	Date
	12/16/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Parking Lease - United States Post Office

Draft Resolution

1 WHEREAS, On May 22, 2008, The Ramsey County Regional Railroad Authority executed a
2 Contract for Deed with the United States Post Office for portions of the downtown United States
3 Post Office property, including the Concourse and the Parking Garage; and
4

5 WHEREAS, Section 9.5 of the Contract for Deed requires the Ramsey County Regional
6 Railroad Authority, following the payoff, to provide 30 secured parking stalls and an additional 85
7 parking stalls, non gratis, within a four block radius of the United States Post Office tower; and
8

9 WHEREAS, Having explored all the viable options, the Ramsey County Regional Railroad
10 Authority and the United States Post Office have identified the only agreeable and viable site to be
11 a portion of the Kellogg and Broadway surface parking lot; and
12

13 WHEREAS, This parking lease satisfies the parking obligations under Section 9.5 of the
14 May 22, 2008 Contract for Deed, and generates additional income for the Ramsey County
15 Regional Railroad Authority; now, therefore be
16

17 RESOLVED, That the Ramsey County Regional Railroad Authority approves a 24-month
18 lease agreement to the United States Post Office for approximately 14,490 square feet of space on
19 the Kellogg and Broadway surface parking lot facility at 390 east Kellogg Blvd, St. Paul 55101-
20 1409 for the period 01/01/11 through 12/31/12, in the amount of \$82,800 per year; and be it further

21 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to
22 execute the lease agreement.
23
24
25

equipment; (v) Buyer shall maintain property insurance covering the Track Improvements and liability insurance with respect to the use and operation of the Tracks in reasonable amounts, with Seller named as an additional insured on all such policies; (vi) Buyer hereby waives any and all claims or demands against Seller with respect to the installation, use, maintenance, repair, replacement, and/or removal of the Track Improvements to the extent such claims or demands would be coverable under a policy of casualty insurance or public liability insurance, including but not limited to where Seller is or is claimed to be negligent; and (vii) Buyer's rights under this Paragraph 9.4 will automatically terminate upon any termination of this Contract, and upon any such termination Buyer shall, as soon as is reasonably practicable, remove all Track Improvements and restore the affected area to a safe, clean, and sound condition at its sole expense.

9.5 Parking. Buyer agrees to provide to Seller for parking by Seller's employees at all or a portion of the Retained Facility 30 parking stalls located on the Concourse Parcel near the Tower Parcel (but not within the "Triangle Parcel" identified on **Exhibit A**) and an additional 85 parking stalls within a four block radius of the Retained Facility. Buyer shall make commercially reasonable efforts to locate the 30 stalls on the Concourse Parcel within the western half of the Concourse Parcel. All parking stalls provided shall be at rates not to exceed then current market rates and subject to adjustments by the owner/operator of parking facility. Buyer reserves the right to relocate the parking stalls from time to time. If the parking facility is owned or managed by a third party, Seller agrees to pay for their parking stalls directly to the third party owner/operator, if requested by Buyer. The location of the 30 parking stalls must be located in an area where Seller can secure such stalls from access by the public at Seller's expense, and the parties shall agree on a location reasonably acceptable to both parties prior to Payoff. Seller shall have the right to terminate the parking rights on 12 months' written notice to Buyer. If Seller no longer owns or operates any part of the Retained Facility, Seller's parking rights under this Paragraph 9.5 shall automatically terminate.

Signature Page Follows

Attachment # 2



Ground Lease

ST PAUL - MPO PKG (268361-003)
NEC OF KELLOGG & BROADWAY, SAINT PAUL, MN 55101-9998



Ground Lease

Facility Name/Location

ST PAUL - MPO PKG (268361-003)
NEC OF KELLOGG & BROADWAY, SAINT PAUL, MN 55101-9998

County: Ramsey
Lease: QG0000374634

This Lease made and entered into by and between RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY hereinafter called the Landlord, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to USPS Ground Lease,' attached hereto and made a part hereof:

115 parking spaces as depicted in Exhibit A, attached hereto and made a part hereof.

Total Site Area: 14,490.00 Sq. Ft.

2. RENTAL: The Postal Service will pay the Landlord an annual rental of: \$82,800.00 (Eighty Two Thousand Eight Hundred and 00/100 Dollars) payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated.

Rent checks shall be payable to:

RCRRA ADMIN OFFICE
50 WEST KELLOGG BLVD
SUITE 6560

ST PAUL, MN 55101-1557

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the following term:

FIXED TERM: The term becomes effective January 01, 2011 with an expiration date of December 31, 2012, for a total of 2 Years.

4. RENEWAL OPTIONS: None

5. TERMINATION:

The Postal Service may terminate this Lease at any time by giving 30 days written notice to the Landlord.

6. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

Landlord, at Landlord's expense, shall secure the parking lot with chain-link fencing and a keypad operated gate. The fencing and keypad equipment are relocated Postal equipment, and the Post Office warrants that they are in operable condition.

USPS to be responsible for its share of snow removal.

7. LEGAL DESCRIPTION:

See Attached Addendum



Addendum

Facility Name/Location

ST PAUL - MPO PKG (268361-003)
NEC OF KELLOGG & BROADWAY, SAINT PAUL, MN 55101-9998

County: Ramsey

Lease: QG0000374634

7. LEGAL DESCRIPTION:

Subj To Blvd And Ex That Part Desc As Beg At The Intersection Of The Sely Line Of Kellogg Blvd & The Nely Line Of Vac Broadway St Thence Sly Along Sd Line Of Broadway For 36.5 Ft Thence Left At Ra A Dist Of 18.5 Ft Thence Left Par With The Nely Line Of Broadway To The Sely Line Of Kellogg Blvd Thence To The Left Along The Sely Line Of Kellogg Blvd To The Pob;vac Sts & Alleys Accruing The Fol Part Desc As Beg At The Intersection Of The Sely Line Of Kellogg Blvd & The Nely Line Of Vac Broadway St Thence Sly Along The Nely Line Of Vac Broadway St For 57.71 Ft Thence N 77 Deg 07 Min 25 Sec E 284.86 Ft Thence N 69 Deg 58 Min 15 Sec E 480.15 Ft Thence N 62 Deg 49 Min 05 Sec E 379.76 Ft Thence Nely Along A 946.37 Ft Radius Curve To The Left For 14 Ft Thence N 34 Deg 07 Min 49 Sec W 313.34 Ft To The Sely Line Of Kellogg Blvd Thence S 55 Deg 52 Min 11 Sec W 318.60 Ft Thence S 56 Deg 44 Min 08 Sec W 803.51 Ft To The Pob Being Parts Of Blks 61,62,63,70,76,77,78,79 And 80 And All Of Blk 71.

8. AREA AND RENTAL ADJUSTMENT

The rent for the premises is based on a rate of \$60.00 per parking space, per month. Landlord acknowledges and agrees that Postal Service may periodically reduce the number of parking spaces, and the rent accordingly, during the term of this Ground Lease, upon 30-days notice to Landlord. At Landlord's option and expense, Landord will adjust the fencing and gate as necessary to demise the area in accordance with the reduced number of parking spaces.

9. Default.

(a) Default by Tenant .

(1) If the Tenant defaults in the payment of rent or any other sum required to be paid by this lease and if the default is not remedied within thirty (30) days after written notice thereof by Lessor to the Tenant, an interest penalty shall be paid automatically by, without request from Lessor, if payment is not made by the due date. The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. § 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(2) If the defaults in the prompt and full performance of any term, covenant or provision of this lease and if such default is not remedied within thirty (30) days after written notice thereof by Lessor, or such longer period as may be reasonably required to cure such default, not to exceed ninety (90) days, in the event that the default is of a nature that it cannot be cured within said period, so long as promptly commences the cure of such default and diligently and continuously pursues the cure thereafter.

(b) Default by Lessor

(1) In the event of a default by Lessor under this lease, shall provide written notice thereof



Addendum

Facility Name/Location

ST PAUL - MPO PKG (268361-003)

NEC OF KELLOGG & BROADWAY, SAINT PAUL, MN 55101-9998

County: Ramsey

Lease: QG0000374634

to Lessor, If Lessor fails to cure said default within thirty (30) days after written notice has been delivered as herein provided, or within such longer period, not to exceed ninety (90) days, as may be reasonably required to cure such default in the event that the default is of a nature that it cannot be cured within said period, so long as Lessor, promptly commences the cure of such default and diligently and continuously pursues the cure thereafter),

(c) Remedy.

Upon the occurrence of any one or more defaults above by the or Lessor, and upon expiration of the applicable cure periods, Lessor or shall be entitled to exercise any other rights and remedies available to it at law in accordance with the Contract Disputes Act of 1978, as amended (41 U.S.C. §§ 601-613).



Ground Lease

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: Ramsey Co. Regional Railroad Auth.

Name & Title: Jim McDonough, Chair

Name & Title: _____

Name & Title: _____

Name & Title: _____

Landlord's Address: REGIONAL RAILROAD AUTHORITY 220 COURT HOUSE 15 WEST KELLOGG BL
ST PAUL, MN 55102-1635

Landlord's Telephone Number(s): (651) 266 - 2760 (651) 266 - 2760

Federal Tax Identification No.: XX-XXX5875

Witness _____

Witness _____

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Randyl W Alder

Contracting Officer

Signature of Contracting Officer

FACILITIES REAL ESTATE AND ASSET MANAGEMENT 160 INVERNESS DR W STE 400, ENGLEWOOD, CO 80
Address of Contracting Officer



General Conditions to USPS Ground Lease

1. CHOICE OF LAW

This Lease shall be governed by federal law.

2. RECORDING

Not Required

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement;
2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer.

5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the parcel on which the premises are situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

7. ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property on which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service.

8. CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a



General Conditions to USPS Ground Lease

claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

h. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the contracting officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

i. Simple interest on claims will be paid at a rate determined in accordance with the Act.

j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the U. S. Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines. If ACBM is subsequently found which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Landlord by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;



General Conditions to USPS Ground Lease

- b. there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at www.usps.com/publications.

Clause 1-1, Privacy Protection (July 2007)
Clause 1-5, *Gratuities or Gifts* (March 2006)
Clause 1-6, *Contingent Fees* (March 2006)
Clause 4-2, Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders (July 2009)
Clause 9-3, *Davis-Bacon Act* (March 2006)¹
Clause 9-7, *Equal Opportunity* (March 2006)²
Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)³
Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)⁴
Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Mortgagee's Agreement
(To be executed and attached to lease)

Facility Name/Location

ST PAUL - MPO PKG (268361-003)
NEC OF KELLOGG & BROADWAY, SAINT PAUL, MN 55101-9998

County: Ramsey
Lease: QG0000374634

The undersigned, Holder(s) of a mortgage (or similar encumbrance, such as a Deed of Trust), in the sum of _____ on the property situated at: _____

hereby consent(s) to the leasing of said property to the U.S. Postal Service and agree(s) for itself, its successors, executors, administrators, and assigns that in the event it should become necessary to:

- a) foreclose said mortgage or similar encumbrance, the Mortgagee will cause the sale of said premises to be made subject to said lease; or,
- b) take any other action terminating the mortgage or transferring title, the Mortgagee will cause such action to be made subject to said lease.

MORTGAGEE

Name of Mortgage Company

Witness

By: _____
Signature of Mortgagee's Officer

Its: _____
Title of Mortgagee's Officer

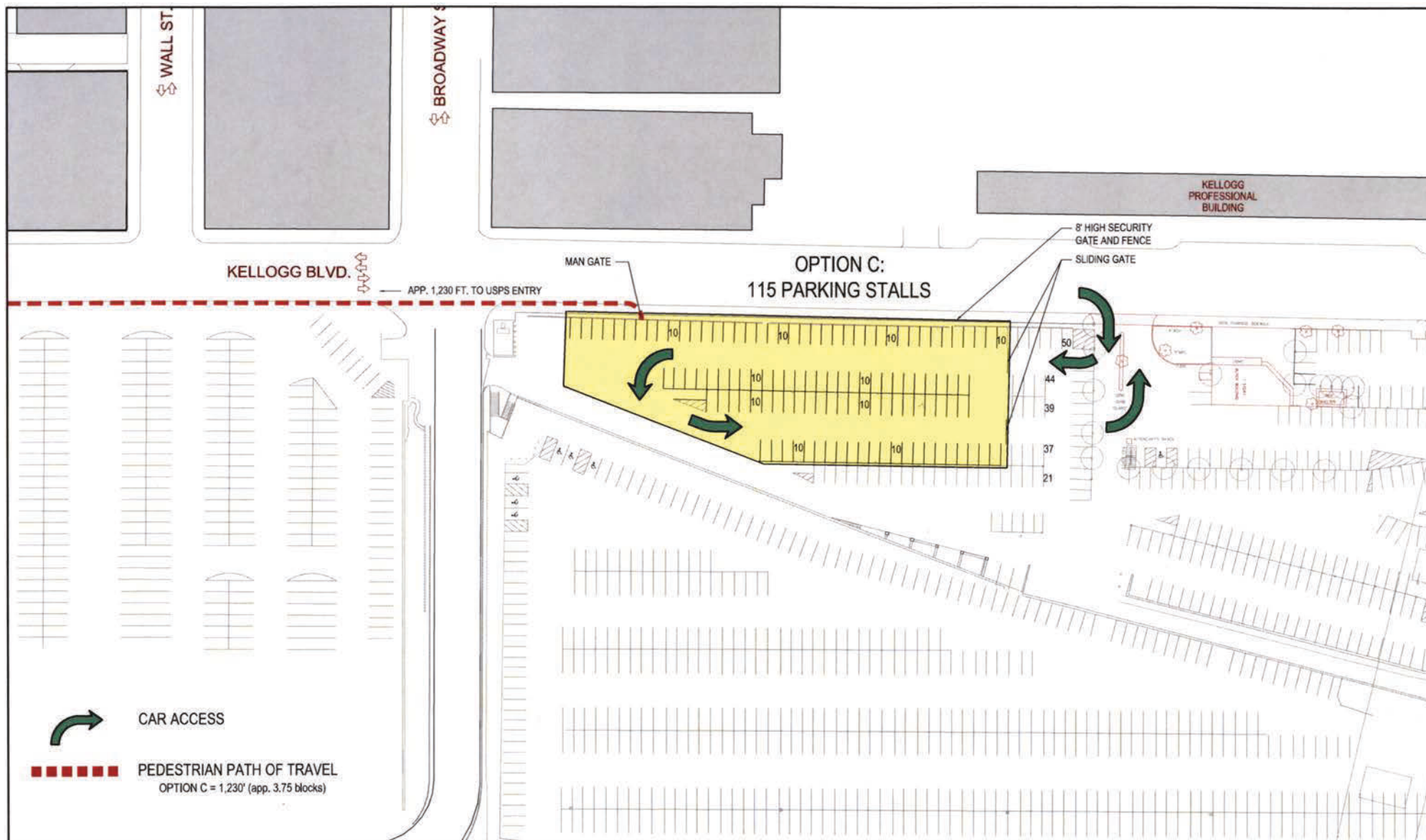
Street Address

City, State and ZIP+4

Subscribed and Sworn to before me, a notary public, in and for _____ County, State of _____ this _____ day of _____, _____.

Notary Public

My commission expires _____, _____.



USPS PARKING - OPTION C

SCALE: 1" = 100'-0"

1. REUSE EXISTING KEYPAD ENTRY
2. SIGNAGE BY U.S.P.S.
3. SURVEILLANCE BY U.S.P.S.
4. REUSE EXISTING SLIDING GATE AND OPERATOR, FOR EXIT AND ENTRY
5. FENCE IS 8' HIGH WITH NO TOP ROLL OR RAZORWIRE
6. EXISTING LIGHTING TO REMAIN
7. PLOWING BY COUNTRY

