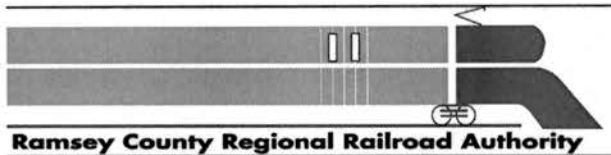




Ramsey County Regional Railroad Authority.
Records.

Copyright Notice:

This material may be protected by copyright law (U.S. Code, Title 17). Researchers are liable for any infringement. For more information, visit www.mnhs.org/copyright.



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

**RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
ANNUAL ORGANIZATIONAL MEETING**

January 4, 2011

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

.....
ROLL CALL and Call to Order

AGENDA of the January 4, 2011 Board Meeting is presented for approval.

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

POLICY AGENDA

1. Election of Officers for 2011

Board Action Requested:

Election of Officers for the year 2011

- 1) Election of the Chair; and
- 2) Election of the Vice-Chair; and
- 3) Election of the Secretary; and
- 4) Election of the Treasurer

2. Appointments to Outside Committees for 2011

Board Action Requested:

Approve appointments to various Outside Committees for the year 2011

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

December 21, 2010

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Reinhardt, McDonough – 5. Absent: Parker, Rettman – 2. Also present was Julie Kleinschmidt, County Manager.

Chair McDonough called the meeting to order at 9:45 a.m.

AGENDA

Commissioner Carter moved approval of the Agenda of the December 21, 2010 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Bennett, Carter, Ortega, Reinhardt, McDonough – 5. Nays – 0.

MINUTES

Commissioner Reinhardt moved approval of the Minutes of the November 16, 2010 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Bennett, Carter, Ortega, Reinhardt, McDonough – 5. Nays – 0.

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

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Bennett, Carter, Ortega, Reinhardt, McDonough – 5. Nays – 0. (R10-57)

WHEREAS, On July 21, 2010, The Minnesota Department of Transportation notified the Ramsey County Regional Railroad Authority notice 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; and

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

WHEREAS, A *Permanent* Highway Easement including terms for construction and operations cooperation is necessary for both projects; and

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

RESOLVED, That the Ramsey County Regional Railroad Authority approves 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 over Ramsey County Regional Railroad Authority property; and be it further

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

2. Parking Lease – United States Post Office

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Bennett, Carter, Ortega, Reinhardt, McDonough – 5. Nays – 0. (R10-58)

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

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

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

WHEREAS, 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 Ramsey County Regional Railroad Authority; now, therefore be

RESOLVED, That the Ramsey County Regional Railroad Authority approves 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 be it further

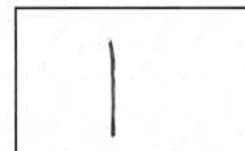
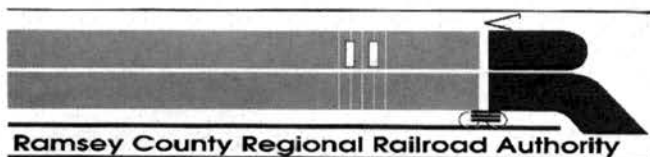
RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute the lease agreement.

CORRIDOR UPDATES

No updates were reported.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 9:46 a.m.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/04/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Election of Officers for 2011

EXECUTIVE SUMMARY

The Annual Organizational Meeting is the time set by the Ramsey County Regional Railroad Authority for election of officers.

ACTION REQUESTED

Election of Officers for the year 2011

- 1) Election of the Chair; and
- 2) Election of the Vice-Chair; and
- 3) Election of the Secretary; and
- 4) Election of the Treasurer

SUBJECT: Election of Officers for 201

ATTACHMENTS:

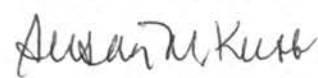
PREVIOUS ACTION:

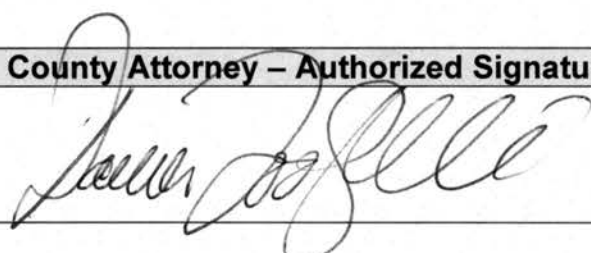
COUNTY MANAGER'S COMMENTS:

Pursuant to past practice, the Annual Organizational Meeting is the time when officers are elected.

SUBJECT: Election of Officers for 2011

Regional Railroad Authority – Authorized Signature	Date
	12/17/10

Budgeting & Accounting – Authorized Signature	Date
	12/20/10

County Attorney – Authorized Signature	Date
	12/17/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Election of Officers for 2011

Draft Resolution # 1

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects [REDACTED] to serve as Chair of the Ramsey County Regional Railroad Authority for the year 2011.

Draft Resolution # 2

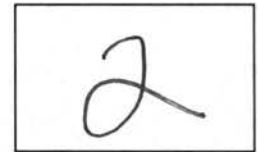
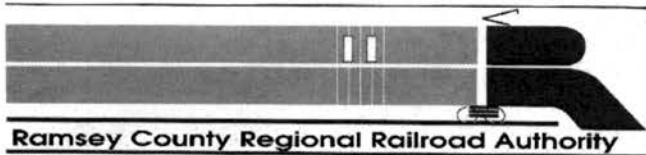
RESOLVED, The Ramsey County Regional Railroad Authority hereby elects [REDACTED] to serve as Vice-Chair of the Ramsey County Regional Railroad Authority for the year 2011.

Draft Resolution # 3

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects [REDACTED] to serve as Secretary of the Ramsey County Regional Railroad Authority for the year 2011.

Draft Resolution # 4

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects [REDACTED] to serve as Treasurer of the Ramsey County Regional Railroad Authority for the year 2011.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/04/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Appointments to Outside Committees for 2011

EXECUTIVE SUMMARY

The Annual Organizational Meeting is the time established to approve appointment of Ramsey County Regional Railroad Authority Commissioners to Outside Committees.

ACTION REQUESTED

Approve appointments to various Outside Committees for the year 2011.

SUBJECT: Appointments to Outside Committees for 2011

ATTACHMENTS:

PREVIOUS ACTION:

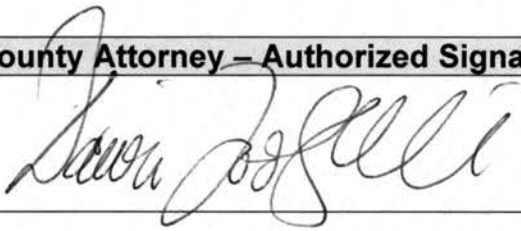
COUNTY MANAGER'S COMMENTS:

Pursuant to past practice, the Annual Organizational Meeting is the time when RCRRA Commissioners are appointed to outside committees.

SUBJECT: Appointments to Outside Committees for 2011

Regional Railroad Authority – Authorized Signature	Date
	12/17/10

Budgeting & Accounting – Authorized Signature	Date
	12/20/10

County Attorney – Authorized Signature	Date
	12/17/10

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Appointments to Outside Committees for 2011

Draft Resolution

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

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Rush Line Task Force for 2011:

Victoria Reinhardt, Chair
Jan Parker, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Red Rock Corridor for 2011:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Robert Street Corridor for 2011:

Rafael Ortega
Tony Bennett, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2011:

Jan Parker
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint as the Union Depot (formerly LOCATE) representatives for 2011:

Tony Bennett
Rafael Ortega

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Minnesota High Speed Rail Commission for 2011:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

4

56
57 RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the
58 Northstar Corridor for 2011:

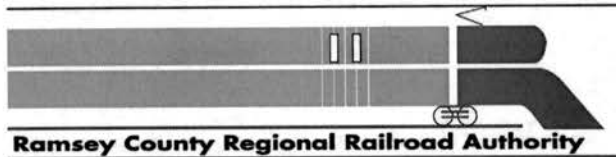
59
60 Victoria Reinhardt
61 Janice Rettman, Alternate

62
63 And be it Finally

64
65 RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the
66 Gateway Corridor for 2011:

67
68 Rafael Ortega
69 Tony Bennett, Alternate
70

5



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

REGIONAL RAILROAD AUTHORITY MEETING

January 11, 2011

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

.....
ROLL CALL and Call to Order

AGENDA of the January 11, 2011 Board Meeting is presented for approval.

MINUTES of the January 4, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council

Board Action Requested:

- 1) Approve the Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council for Central Corridor Construction Staff Support from January 1, 2011 through December 31, 2011, at a cost not to exceed \$170,000.
- 2) Authorize the Chair to execute the Agreement.

2. Central Corridor Project Update – Mark Fuhrmann

Board Action Requested:

None. For information and discussion only.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

January 4, 2011

The Ramsey County Regional Railroad Authority met in their Annual Organizational Board Meeting with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0. Also present was Julie Kleinschmidt, County Manager, John Kelly, First Assistant County Attorney, and Phil Carruthers, Director of Civil Division, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 10:05 AM.

AGENDA

Commissioner Parker moved approval of the Agenda of the January 4, 2011 Board Meeting, seconded by Commissioner Ortega. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.

MINUTES

Commissioner Parker moved approval of the Minutes of the December 21, 2010 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.

Chair McDonough welcomed John Kelly, First Assistant County Attorney, and Phil Carruthers, the new Director of Civil Division for the County Attorney's Office.

Mr. Kelly introduced himself, as well as Phil Carruthers, and stated that Mr. Carruthers will be representing the Ramsey County Regional Railroad Authority.

1. Election of Officers for 2011

Election of Chair

Chair McDonough opened the nominations for the election of the Chair.

Commissioner Reinhardt nominated Commissioner Jim McDonough as Chair of the Ramsey County Regional Railroad Authority for 2011, seconded by Commissioner Parker.

Chair McDonough called three times for additional nominations. Hearing none, the nominations were closed. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. (R11-01)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Jim McDonough to serve as Chair of the Ramsey County Regional Railroad Authority for the year 2011.

Election of Vice Chair

Chair McDonough opened the nominations for the election of the Vice Chair.

Commissioner Ortega nominated Commissioner Jan Parker as Vice Chair of the Ramsey County Regional Railroad Authority for 2011, seconded by Commissioner Rettman.

Chair McDonough called three times for additional nominations. Hearing none, the nominations were closed. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. (R11-02)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Jan Parker to serve as Vice Chair of the Ramsey County Regional Railroad Authority for the year 2011.

Election of Secretary

Chair McDonough opened the nominations for the election of the Secretary.

Commissioner Reinhardt nominated Commissioner Tony Bennett as Secretary of the Ramsey County Regional Railroad Authority for 2011, seconded by Commissioner Parker. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. (R11-03)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Tony Bennett to serve as Secretary of the Ramsey County Regional Railroad Authority for the year 2011.

Election of Treasurer

Chair McDonough opened the nominations for the election of the Treasurer.

Commissioner Reinhardt nominated Commissioner Toni Carter as Treasurer of the Ramsey County Regional Railroad Authority for 2011, seconded by Commissioner Parker. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. (R11-04)

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Toni Carter to serve as Treasurer of the Ramsey County Regional Railroad Authority for the year 2011.

Chair McDonough thanked the Board for their support in electing him to continue serving as Chair of the Regional Railroad Authority. He said he is truly committed to the priorities of the Regional Railroad Authority with the Central Corridor and The Union Depot projects at the forefront, as well as advancing all of the corridor projects, and to continue working with the other metropolitan counties to advance transit options within the metropolitan area.

Commissioner Parker commented that it is also beneficial for Ramsey County that Susan Haigh, president and CEO of Twin Cities Habitat for Humanity and a previous Ramsey County Commissioner, was appointed the new Chair of the Metropolitan Council.

2. Appointments to Standing Committees

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Rettman. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. (R11-05)

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

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Rush Line Task Force for 2011:

Victoria Reinhardt, Chair
Jan Parker, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Red Rock Corridor for 2011:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Robert Street Corridor for 2011:

Rafael Ortega
Tony Bennett, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2011:

Jan Parker
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint as the Union Depot (formerly LOCATE) representatives for 2011:

Tony Bennett
Rafael Ortega

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Minnesota High Speed Rail Commission for 2011:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northstar Corridor for 2011:

Victoria Reinhardt
Janice Rettman, Alternate

And be it Finally

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Gateway Corridor for 2011:

Rafael Ortega
Tony Bennett, Alternate

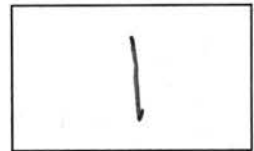
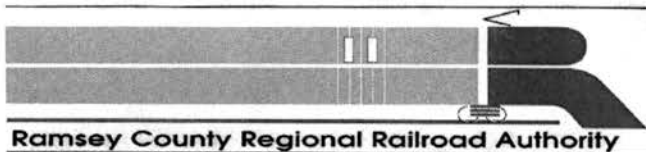
Chair McDonough thanked Tim Mayasich, Director of the Ramsey County Regional Railroad Authority, for his leadership and work as Director, and also thanked his staff.

CORRIDOR UPDATES

No updates were reported.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:14 AM.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 1/11/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) had a Subordinate Funding Agreement with the Metropolitan Council for Preliminary Engineering and Final Design on the Central Corridor Light Rail Transit project that expired on December 31, 2010.

The Cooperative Funding Agreement for Construction between RCRRA, the Metropolitan Council, and Hennepin County Regional Railroad Authority provides that Hennepin and Ramsey Counties may provide staff support in an amount approximately \$170,000 per annum to the Central Corridor project office and be reimbursed for the cost of the employee(s) involved. Dan Soler, RCRRA Engineer, has been working out of the Central Corridor project office and providing in-kind traffic engineering services that have been considered part of RCRRA's financial contribution for the preliminary engineering and final design portions of the Central Corridor Light Rail Transit Project. Mr. Soler's salary/benefits/administrative expenses, and also other RCRRA staff hours committed to the project will constitute the \$170,000 2011 in-kind contribution for the construction portion of the Central Corridor Light Rail Transit Project.

Staff is proposing a new contract with the Metropolitan Council for Mr. Soler to continue to work out of the Central Corridor Project Office from January 1, 2011 to December 31, 2011. Staff is also proposing that other RCRRA staff working on the project allow for billing hours to be considered in-kind services and part of RCRRA's financial contribution to the Central Corridor construction portion of the project for 2011. Mr. Soler and other RCRRA staff's in-kind contributions will not exceed \$170,000 for 2011. The funds are available in the RCRRA 2011 Central Corridor capital project budget.

ACTION REQUESTED

- 1) Approve the Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council for Central Corridor Construction Staff Support from January 1, 2011 through December 31, 2011, at a cost not to exceed \$170,000.
 - 2) Authorize the Chair to execute the Agreement.
- |

SUBJECT: Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council

ATTACHMENTS:

Subordinate Funding Agreement (RCRRA-1)

PREVIOUS ACTION:

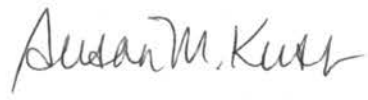
An agreement with the Metropolitan Council and expired December 31, 2010.

COUNTY MANAGER'S COMMENTS:

The Subordinate Funding Agreement requires Ramsey County Regional Railroad Authority Board approval. Dan Soler's background in the Ramsey County Public Works Department has proven very beneficial to the Central Corridor Light Rail Transit Project. Other RCRRA staff hours committed to the project will provide for their billable hours to be considered an in-kind contribution towards RCRRA's financial contribution for the project.

SUBJECT: Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council

Regional Railroad Authority – Authorized Signature	Date
	1/5/11

Budgeting & Accounting – Authorized Signature	Date
	1/6/11

County Attorney – Authorized Signature	Date
	1/6/2011

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council

DRAFT RESOLUTION

1 WHEREAS, Ramsey County Regional Railroad Authority is a funding partner of the
2 Central Corridor construction; and
3

4 WHEREAS, The construction funding agreement provides for reimbursement to the
5 Authority for staff provided to the construction effort; and
6

7 WHEREAS, Dan Soler, a RCRRA Engineer, has been working out of the Central
8 Corridor Project Office providing traffic engineering services; and
9

10 WHEREAS, The agreement with the Metropolitan Council for Mr. Soler's services
11 expired December 31, 2010; and
12

13 WHEREAS, The agreement with the Metropolitan Council allows for additional
14 RCRRA staff time to constitute and in-kind contribution of the RCRRA's financial contribution
15 for the project; Now, Therefore Be It
16

17 RESOLVED, That the Ramsey County Regional Railroad Authority approves the
18 Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council for Central Corridor
19 Construction Staff Support from January 1, 2011 through December 31, 2011 at a cost not to
20 exceed \$170,000 and Be It Further
21

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

Attachment

Reference Numbers

CCLRT Project: 65701

Metropolitan Council: 2-13

RCRRA/HCRRA:

PROJECT: CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT

MASTER AGREEMENT NAME: COOPERATIVE FUNDING AGREEMENT FOR CONSTRUCTION

PARTIES TO MASTER AGREEMENT:

- Metropolitan Council
- Ramsey County Regional Rail Authority
- Hennepin County Regional Rail Authority

**SUBORDINATE FUNDING AGREEMENT
NUMBER RCRRA-1**

(Ramsey County Staff Support – January 1, 2011 through December 31, 2011)

This Subordinate Funding Agreement Number RCRRA-1 is entered into by and between the above-named parties.

WHEREAS:

1. The parties entered into a Central Corridor Light Rail Project ("Project") Cooperative Funding Agreement For Construction, effective December 2, 2010.
2. The parties provided in that agreement that certain aspects of funding for the Project would be determined in subsequent Subordinate Funding Agreements.
3. Article II, Section E, of the Cooperative Funding Agreement For Construction provides as follows:

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.

4. The parties desire to enter into this Subordinate Funding Agreement in order to document an authorized in-kind contribution for the Project by the Ramsey County Regional Railroad Authority as described below.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Maximum Amount of Authorized Funding:** Not to exceed \$170,000.
2. **General Purpose for Funds:** As provided for in this Subordinate Funding Agreement, the Ramsey County Regional Railroad Authority is authorized to provide staff support for the Central Corridor Light Rail Transit Project.
3. **Specific Description of Funding Authorization:**
 - a. Pursuant to Article II, Section E, of the Cooperative Funding Agreement For Construction, the Council authorizes the Ramsey County Regional Railroad authority to provide 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. Such services may be provided during the period January 1, 2011 through December 31, 2011 in an amount not to exceed \$170,000.
 - b. 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
 - c. The value of the in-kind contribution of the Ramsey County Regional Railroad Authority for the staff services described in the preceding paragraph shall be determined in accordance with the rates and amount set forth in Exhibit A to this Subordinate Funding Agreement.
 - d. In accordance with the provisions of Article II, Section E, of the Cooperative Funding Agreement For Construction, the Ramsey County Regional Railroad Authority shall periodically provide documentation to the Council of staff support rendered for the Project in accordance with this Subordinate Funding Agreement and the Council shall,

after review and acceptance of the documentation, confirm in writing to the Ramsey County Regional Railroad Authority the approved amount that has been credited to the Project and applied to the railroad authority's contribution for the Project.

- e. Pursuant to Article II, Section E, of the Cooperative Funding Agreement For Construction, the value of such staff support actually provided and determined and approved in accordance with the preceding paragraph shall be considered part of the Ramsey County Regional Railroad Authority's financial contribution for the construction portion of the Project.

- 4. Integration:** The terms, conditions and definitions of the Central Corridor Light Rail Cooperative Funding Agreement For Construction, entered into by and between the parties, are expressly incorporated into this Subordinate Funding Agreement.

**RAMSEY COUNTY REGIONAL RAIL
AUTHORITY**

METROPOLITAN COUNCIL

By: _____

By: _____

Regional Administrator

Its: _____

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Ramsey County Attorney's Office

Metropolitan Council
Office of General Counsel

2010 Incr =
2.00%

2011 Incr =
1.66%

2010 rate = 7%
2011 rate = 7%
150,065.00

115,000.00
6.20%
7,130.00

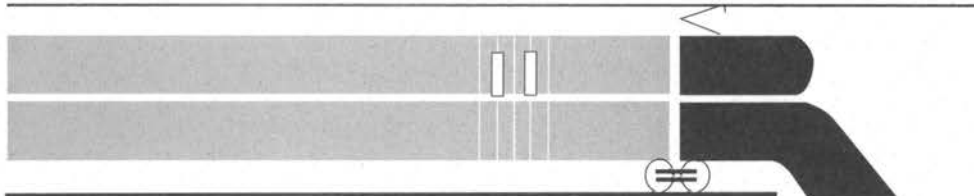
1.45%

Max = 50,000.00
Mo/\$1,000 = 0.124
\$ Cap = 74.40 0.0008800

Employee Name	PT Hours	PT Rt	Tot PT Sal	Tot FT Sal From Report	Add'l 2009 Sal Incr Contr Not Settled	2010 Sal Incr over 2009 Base	411101 Total Salary Permanent	411106 Reserve for 2011 Sal Incr	411112 Total Salary	411309 Emplr Def Comp	Emplr Health Care Savings	Total Emplr Suppl	Over Salary Cap ??	PERA Rate	PERA	FICA-OAS	FICA-OAS	FICA-HI	FICA-HI	Hlth Ins 2011	Dntl Ins 2011	Life Ins 2011	Dis Insur 2011	Tot Sal/Fringes
Soler, Daniel E	0	0	-	101,881.35	0.00	2037.63	103,918.98	1,723.32	105,642.30	240.00	-	240.00		0.0700	7,394.96	0.062	6,564.70	0.0145	1,535.29	16,326.70	682.92	74.40	92.97	138,554.24

Admin/OH 4,156.63
Travel Fees 7,135.54
2011 Total 149,846.41

8



Ramsey County Regional Railroad Authority

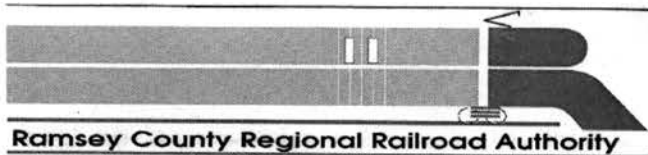
6560 Ramsey County Government Center-West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT

SUBORDINATE FUNDING AGREEMENT NUMBER RCRA-1

2011 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY BILLING RATES

<u>NAME</u>	<u>BILLING RATE/HR</u>
Timothy Mayasich	\$57.16
Stephen Morris	\$55.23
Paul Nahurski	\$39.42
Daniel Soler	\$50.76



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 01/11/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Central Corridor Project Update

EXECUTIVE SUMMARY:

Mark Furhmann, Director of the Central Corridor Light Rail Transit Project, will provide an update of the Project at this meeting.

ACTION REQUESTED:

None. For information and discussion only.

1

SUBJECT: Central Corridor Project Update

ATTACHMENTS:

None

PREVIOUS ACTION:

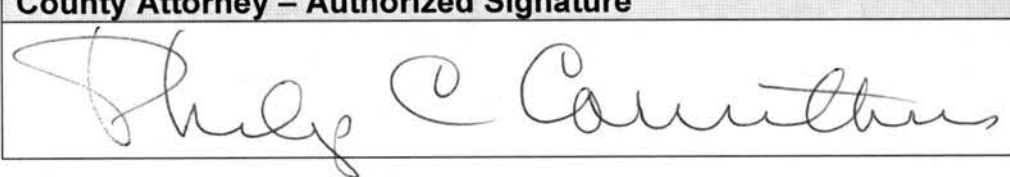
N/A

COUNTY MANAGER'S COMMENTS:

SUBJECT: Central Corridor Project Update

Regional Railroad Authority – Authorized Signature	Date
	1/5/11

Budgeting & Accounting – Authorized Signature	Date
	1/6/11

County Attorney – Authorized Signature	Date
	1/6/2011

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Central Corridor Light Rail Transit

Project Update

Ramsey County Regional Railroad Authority
January 11, 2011



*Improving
mobility*

*Easing
congestion*

*Strengthening
our communities*



Metropolitan Council

Today's Topics



- 2010 achievements
- Schedule and funding status
- 2011 construction look ahead
- Construction communication & coordination

Central Corridor Light Rail Transit

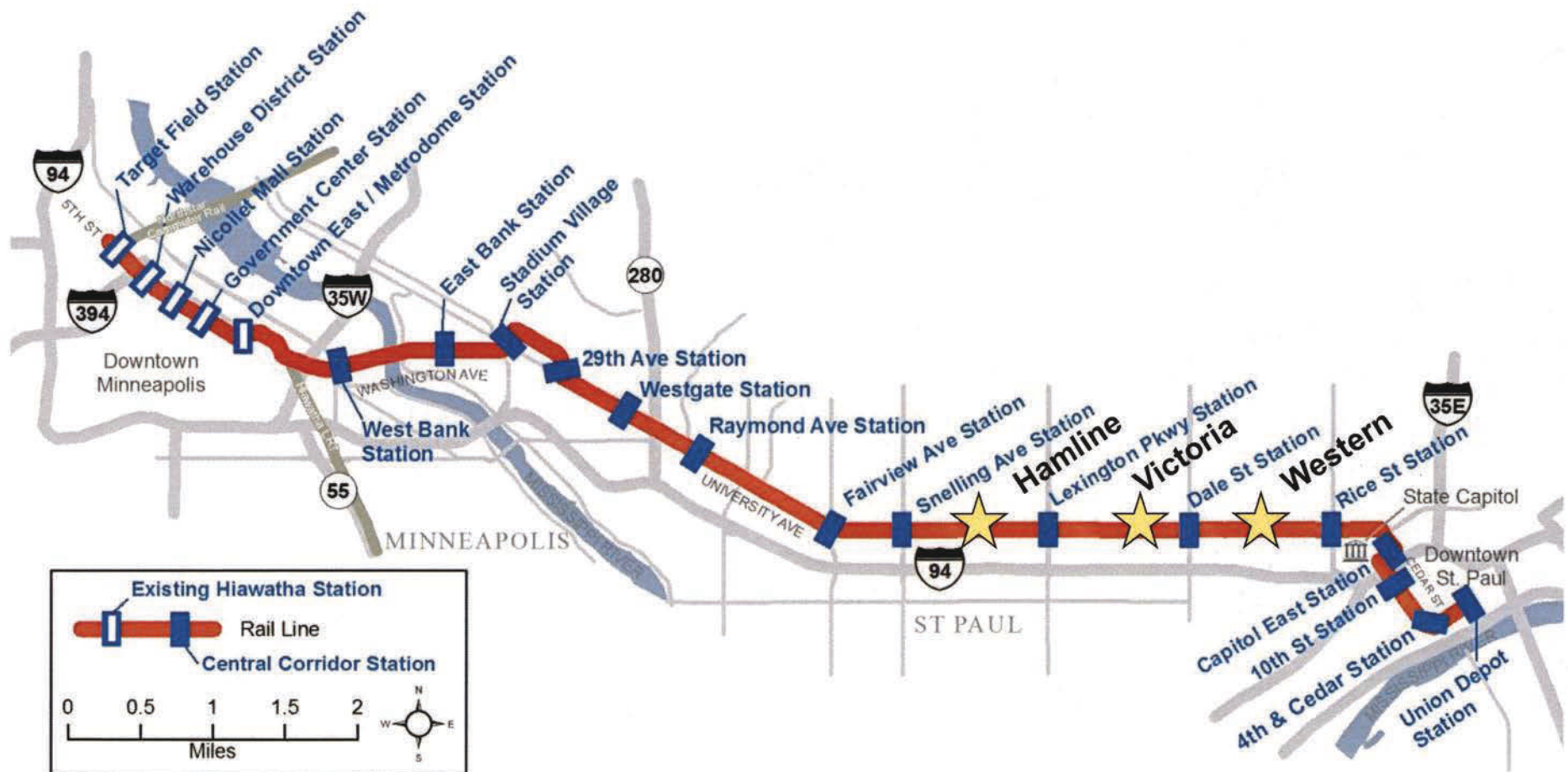


2010 Achievements

Mark Fuhrmann
Program Director

Central Corridor Light Rail Transit

Approved 3 Infill Stations



Central Corridor Light Rail Transit

Final Design



- May 25 – FTA approved entry to Final Design
- May 28 - Met Council applied for Full Funding Grant Agreement (FFGA)

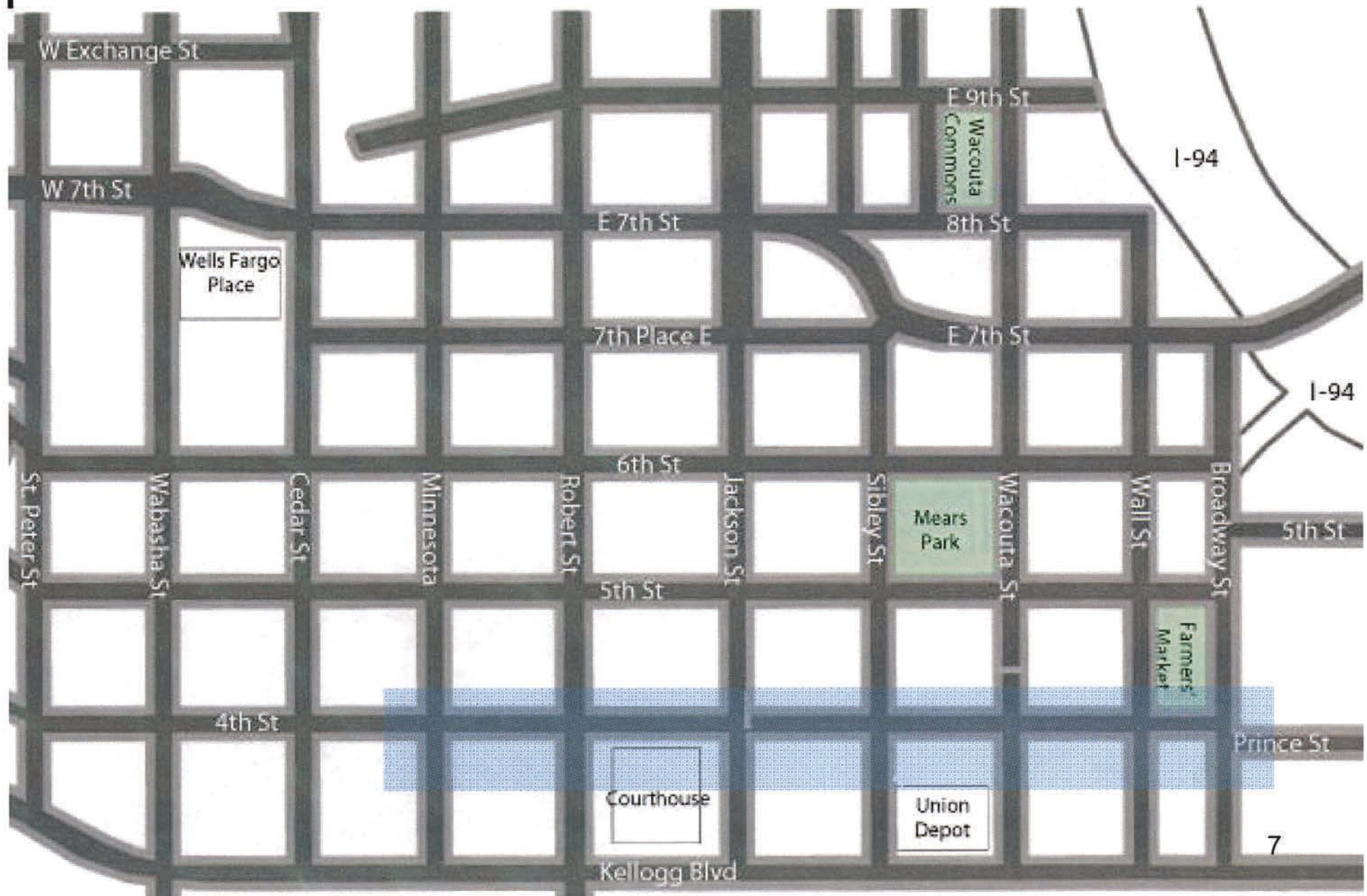
Contract Procurement Status

Central Corridor Light Rail Transit

Contract Description	FFGAS Budgeted Value (YOE\$)Millions	Bids received FFGA Budget (millions)
4 th Street Advanced Utility	\$10.1	\$10.1
Advanced Traffic Improvements	\$3.6	\$3.6
Civil East	\$212.6	\$188.6
Civil West	\$113.4	\$109.2
Systems	\$86.4	\$82.7
OMF Facility	\$44.7	\$40.7
Fare Collection	\$4.5	
Light Rail Vehicles	\$119.1	\$120.2
Total	\$594.4	\$555.1

99% of major procurement and construction contracts have been bid.
Bids received equal 94% of FFGA budget or \$34.8 million below budget

4th Street Advanced Utility Relocation



Relocating District Energy Lines



Chilled Water



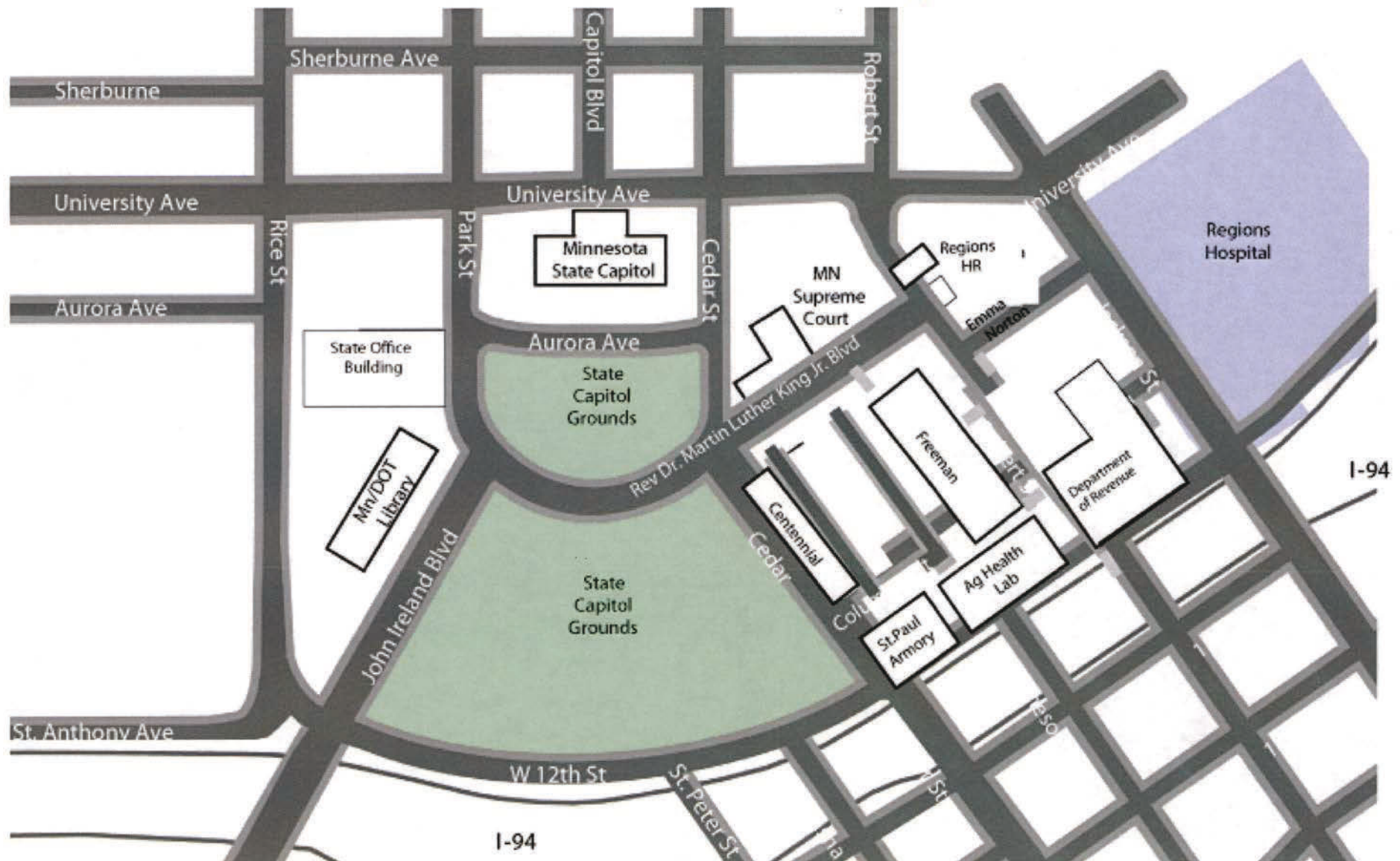
Hot Water

4th Street Traffic Restored

December 2010



Civil East Started in Capitol Area



Relocating utilities

Robert between University & 12th

October 2010



OMF Yard Surcharge in Place



DBE and Workforce Achievement

As of November 2010

Contractor (Contract)	DBE (15%)	Minority (18%)	Female (6%)
Bolander (4 th Street AUR)	10.8%*	12.0%	4.4%
Graham (ATI)	13.8%	14.1%	4.1%
Walsh (Civil East)	12.8%	14.1%	4.1%

* As of October 2010

Central Corridor Light Rail Transit



Schedule and Funding Status

Central Corridor
Light Rail Transit

Full Funding Grant Agreement FTA Roadmap

Jan 2011

Office of Secretary of Transportation

Jan 2011

Office of Management and Budget

Jan/Feb 2011

Congressional review

March 2011

Full Funding Grant Agreement

Central Corridor Light Rail Transit

2011 Funding Status



- CCLRT #1 Rated FTA New Starts Project
- \$45 million recommended in President's Budget
- Congress working under continuing resolution through March 4, 2011

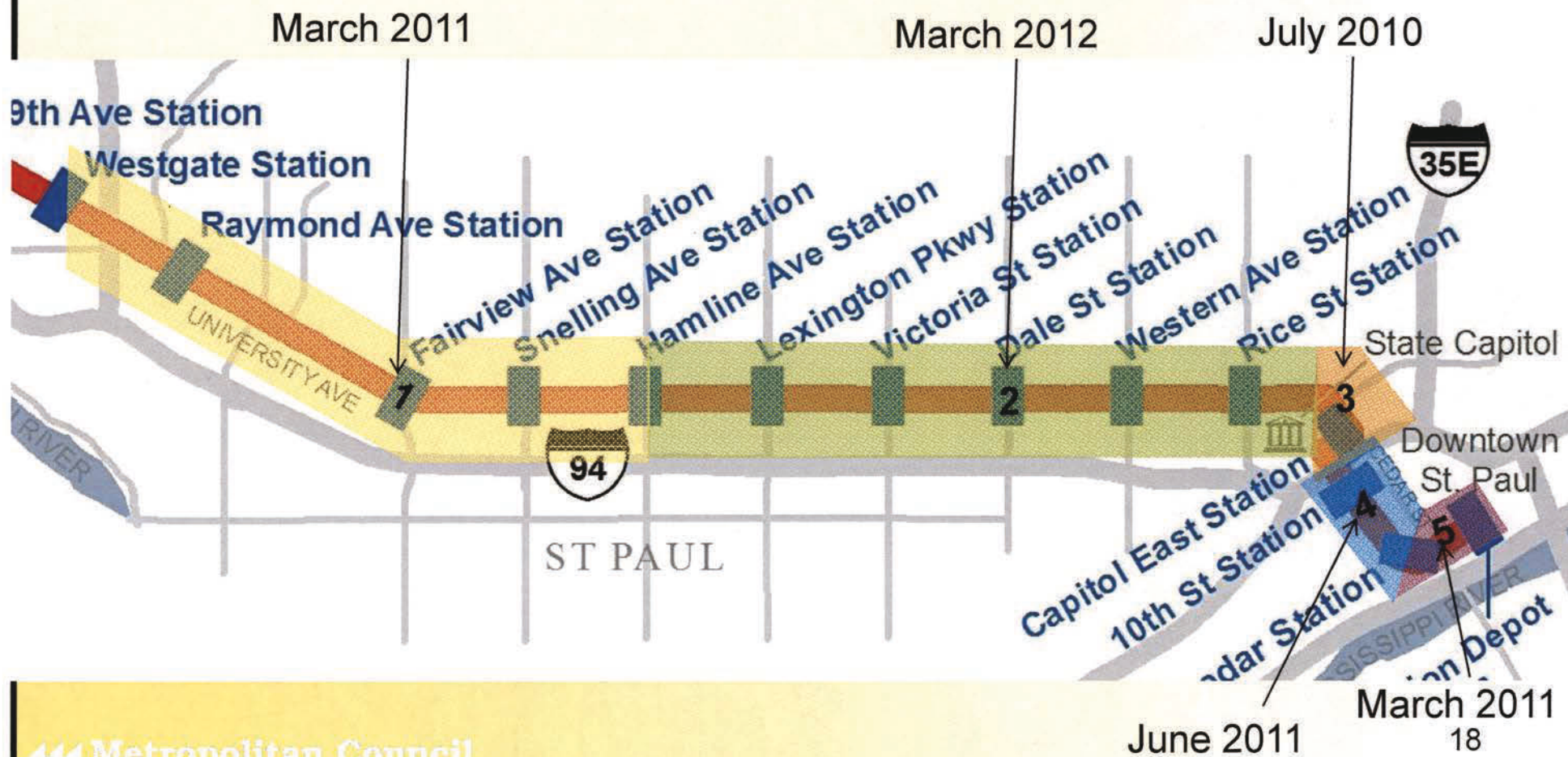
Central Corridor Light Rail Transit



2011 Construction Look Ahead

Central Corridor Light Rail Transit

Construction Starts by Segment St. Paul



Coordinate Construction with Union Depot



Central Corridor Light Rail Transit

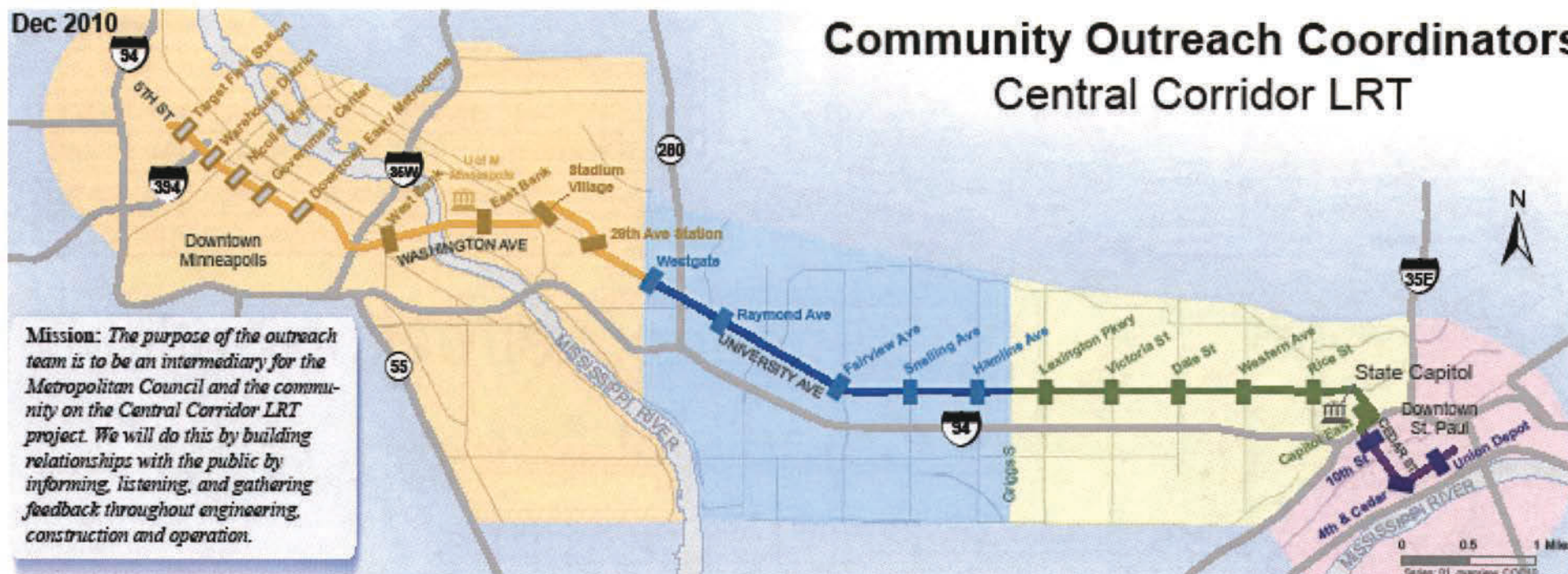


Construction Communication & Coordination

Robin Caufman
Manager of Public Involvement

Dec 2010

Community Outreach Coordinators Central Corridor LRT



Mission: The purpose of the outreach team is to be an intermediary for the Metropolitan Council and the community on the Central Corridor LRT project. We will do this by building relationships with the public by informing, listening, and gathering feedback throughout engineering, construction and operation.

Minneapolis- Downtown to Emerald

New Stations: West Bank, East Bank, Stadium Village, 29th Ave.



Jessica Hill
Minneapolis - Lead

(651) 802-1840
jessica.hill@metc.state.mn.us

St. Paul West- Emerald to Griggs

Stations: Westgate, Raymond Ave., Fairview Ave., Snelling Ave., Hamline Ave



Rita Rodriguez
St. Paul West - Lead

(651) 802-1805
rita.rodriguez@metc.state.mn.us

St. Paul East- Griggs to I94

Stations: Lexington Pkwy., Victoria St., Dale St., Western Ave., Rice St., Capitol East



Shoua Lee
St. Paul East - Lead

(651) 802-1014
shoua.lee@metc.state.mn.us

Downtown St. Paul- I94 to Lowertown

Stations: 10th St., 4th & Cedar St., Union Depot



Dana Happel
Downtown St. Paul- Lead

(651) 802-1954
dana.happel@metc.state.mn.us

Dan Pfeiffer
Minneapolis - Intern



(651) 802-1952

Joey Browner
Greater Metro Area - Lead
St. Paul West - Alternate



(651) 802-1953
joey.browner@metc.state.mn.us

Nkongo Cigolo
Downtown St. Paul - Alternate
St. Paul East - Alternate



(651) 802-1559

Central Corridor Light Rail Transit

CCPO Role in Outreach

- 24-hour construction hotline
- Complaint forms
- Public meetings
- Construction tours
- Neighborhood updates
- Website
- Weekly construction updates



Central Corridor Light Rail Transit

Provide Notifications

Central Corridor
Light Rail Transit

Construction Update

Jan. 29, 2010 - Four Pages



Lowertown Ramp manager Vern Williams wants patrons to know participating St. Paul nightspots will validate their tickets on Friday and Saturday nights through the end of March for the ramp on Jackson Street south of Fourth Street. New blue street sign provides construction contact information.

Highlights for week of Feb. 1

- Fourth Street between Wail and Wacouta streets and Vail between Fourth and Kellogg Boulevard are open to through traffic, with some lanes impacted.
- Sibley Street is closed between Fourth and Fifth streets. - **NEW**
- Winter Carnival activities will impact many bus routes Saturday Jan. 30. Look for Metro Transit Rider Alerts posted throughout the area for additional information. - **NEW**
- The western access on Fourth to the Farmers' Market remains closed, but the eastern access on Fourth remains open.
- Wacouta remains reduced to one lane southbound at Fourth.
- Fourth remains closed at Sibley Street, and Sibley is reduced to one lane at Fourth.
- Jackson Street remains reduced to one lane at the Fourth Street intersection.
- Robert from Fifth to Sixth streets remains one lane each way.

For all construction questions, contact:
Metropolitan Council Resident Engineer Greg Sorenson
612-607-8142 (mobile) or construction hotline 651-602-1404
gsa.sorenson@metc.state.mn.us



- 30-day construction notice, schedule
- Weekly construction updates
- 72-hour notice for road, driveway closures
- Notice for utility shut off
 - 72-hours for businesses
 - 48-hours for residents

Central Corridor Light Rail Transit

Provide Signage



Central Corridor Light Rail Transit

Minimize Impacts



- Maintain pedestrian and vehicle access
- Require contractor to restore
 - Street within 150 days
 - Sidewalk within 15 days
- Implement contractor incentive program with community

Maintain Pedestrian Access

Central Corridor Light Rail Transit



Incentive Program Purpose

Central Corridor Light Rail Transit



- Provide incentive for contractor to comply with contract requirements
- Encourage contractor to exceed minimum requirements
- Provide opportunity for public to evaluate performance
 - Proactive
 - Professional
 - Responsive
 - Courteous

Central Corridor Light Rail Transit

Incentive Program Evaluation Criteria

- Construction communication committees (CCCs) evaluate contractors performance on quarterly basis
 - Information distribution
 - Responsiveness to community concerns
 - Maintenance of access
 - Safety
 - Site cleanliness

**Central Corridor
Light Rail Transit**
Metropolitan Council

Contractor Evaluation Form

Name _____

Please review and rate the contractor's work on the following items from 0 to 10 with 0 meaning "strongly disagree" and 10 meaning "strongly agree" IN THE PAST QUARTER, DID THE CONTRACTOR:

	Strongly Disagree	Strongly Agree
1. Maintenance of Access - 35% Weight		
a. Maintain vehicle and pedestrian access to businesses, parking lots & alleyways	0 1 2 3 4 5 6 7 8 9 10	
b. Implement and maintain effective and highly visible detour and signage	0 1 2 3 4 5 6 7 8 9 10	
c. Minimize impacts from public utility & other construction-related disruptions	0 1 2 3 4 5 6 7 8 9 10	
Comments: 		
2. Safety - 35% Weight		
a. Maintain ADA compliant pedestrian access that is well-marked, well-lit, unobstructed, free of debris and detectable by low and no vision population	0 1 2 3 4 5 6 7 8 9 10	
b. Ensure construction site is safe & secure at all times, including at the end of each day	0 1 2 3 4 5 6 7 8 9 10	
c. Install and evaluate appropriate safety barriers to construction site	0 1 2 3 4 5 6 7 8 9 10	
Comments: 		

Business Resources Collaborative

Central Corridor Funders Collaborative | Light Rail Line - Windows Internet Explorer

http://www.readyforrail.net/

File Edit View Favorites Tools Help

Central Corridor Funders Collaborative | Light Rail Line



CONSTRUCTION INFO

The **Central Corridor Light Rail Line** will link Minneapolis and Saint Paul in 2014, and construction is under way. Go from here to find resources that will help you get your business ready for rail.

ReadyForRail.net is a Central Corridor information hub provided by the Business Resources Collaborative. The BRC is a partnership of business coalitions, nonprofit community developers, and local governments that bridges various community-led planning efforts addressing business and economic development in the

Call the construction hotline with construction related comments or to report an incident:
651-602-1404

Sign up to get Central Corridor project updates from the Metropolitan Council:
Your Email Address [Go](#)

Outreach Coordinators
Your direct contacts for the construction project.

Schedules & Updates

BUSINESS RESOURCES

Business Consultants
One-on-one help to strengthen your business. [→](#)

Minneapolis Small Business Support Services
See help for Minneapolis businesses. [→](#)

Saint Paul Small Business Support Services
See help for Saint Paul businesses. [→](#)

Small Business Loan Program [→](#)

Internet 100%

Central Corridor Light Rail Transit

More Information

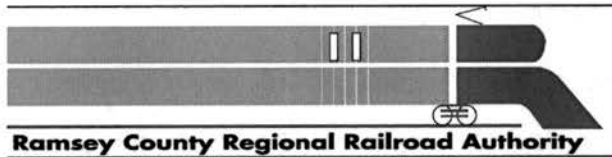
Check out our website:

- www.centralcorridor.org

Contact the Central Corridor Project Office:

- 540 Fairview Avenue North
St. Paul, MN 55104
- Construction Hotline: 651-602-1404
- Comment Line: 651-602-1645
- Email: centralcorridor@metc.state.mn.us





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

REGIONAL RAILROAD AUTHORITY MEETING

February 1, 2011

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

.....
ROLL CALL and Call to Order

AGENDA of the February 1, 2011 Board Meeting is presented for approval.

MINUTES of the January 11, 2010 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Appointments to the Gateway Corridor Commission

Board Action Requested:

Approve the following appointments to the Gateway Corridor Commission for the year 2011:

GATEWAY CORRIDOR COMMISSION (I-94)

Ortega

Bennett, First Alternate

Reinhardt, Second Alternate

2. Agency Agreement No. 98169 with Mn/DOT for Federal funding of the Union Depot Project – Advance Construction

Board Action Requested:

- 1) Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.
- 2) Approve Agency Agreement No. 98169 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$18,734,801 for Advance Construction of the Union Depot project.
- 3) Authorize the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98169", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

(Continued)

3. Agency Agreement No. 98170 with Mn/DOT for Federal funding of the Union Depot Project – St. Paul Force Account – Water facilities and traffic signal work

Board Action Requested:

- 1) Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.
- 2) Approve Agency Agreement No. 98170 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$112,500 for City of St. Paul water facilities and traffic signal work on the Union Depot project.
- 3) Authorize the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98170", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

4. Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – St. Paul Force Account – Class 1 Railroads

Board Action Requested:

- 1) Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.
- 2) Approve Agency Agreement No. 98171 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.
- 3) Authorize the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98171", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

5. Agency Agreement No. 98172 with Mn/DOT for Federal funding of the Union Depot Project – Construction Engineering

Board Action Requested:

- 1) Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.
- 2) Approve Agency Agreement No. 98172 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$10,311,837 for Construction Engineering of the Union Depot project.

(Continued)

- 3) Authorize the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98172", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

January 11, 2011

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

Chair McDonough called the meeting to order at 11:02 AM.

AGENDA

Commissioner Parker moved approval of the Agenda of the January 11, 2011 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Carter, Parker, Reinhardt, Rettman, Bennett, McDonough – 6. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the January 4, 2010 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Carter, Parker, Reinhardt, Rettman, Bennett, McDonough – 6. Nays – 0.

1. Subordinate Funding Agreement (RCRRA-1) with Metropolitan Council

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Carter, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.
(R11-06)

WHEREAS, Ramsey County Regional Railroad Authority is a funding partner of the Central Corridor construction; and

WHEREAS, The construction funding agreement provides for reimbursement to the Authority for staff provided to the construction effort; and

WHEREAS, Dan Soler, a RCRRA Engineer, has been working out of the Central Corridor Project Office providing traffic engineering services; and

WHEREAS, The agreement with the Metropolitan Council for Mr. Soler's services expired December 31, 2010; and

WHEREAS, The agreement with the Metropolitan Council allows for additional RCRRA staff time to constitute and in-kind contribution of the RCRRA's financial contribution for the project; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves the Subordinate Funding Agreement (RCRRA-1) with the Metropolitan Council for Central Corridor Construction Staff Support from January 1, 2011 through December 31, 2011 at a cost not to exceed \$170,000, and Be It Further

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

(Commissioner Ortega arrived at this point)

2. Central Corridor Project Update – Mark Fuhmann

Tim Mayasich, Director, Ramsey County Regional Railroad Authority (RCRRA), introduced this item and said RCRRA Staff thought now would be a good time for the Board to receive an update on the current status of the Central Corridor Light Rail Transit (LRT) Project.

[The Central Corridor Light Rail Transit Project Update is on file with the RCRRA office]

Mark Fuhrmann, Program Director, Central Corridor LRT Project, Metropolitan Council, introduced himself and thanked the Board for the invitation to present this update. He said the presentation would provide updates on the project's progress and successes from 2010, the Full Funding Grant Agreement (FFGA) and construction activities for 2011. Robin Cauffman, Manager of Public Involvement, would also provide information on the public involvement side of construction.

Mr. Fuhrmann gave an overview of the project's key milestones for 2010. He said it was a little less than a year ago when Ray LaHood, Secretary of Transportation, and Peter Rogoff, Administrator, Federal Transit Administration (FTA), enacted a policy change that gave the Central Corridor LRT Project the opportunity to add the three infill stations along University Avenue at Hamline Avenue, Victoria Street and Western Avenue. The infrastructure for these stations had been in the plans, but this new policy allowed the stations to be built with the rest of the project. On May 25, 2010 they received approval from the FTA to formally enter Final Design and on May 28, 2010 the Met Council submitted their FFGA application. Met Council spent much of 2010 assembling construction bid packages. The last one was awarded at the December meeting for the Operation and Maintenance Facility in St. Paul. It was a good climate for the construction bidding process in 2010 allowing the bids to come in at or under budget throughout the process.

Commissioner Rettman commented that some of the Commissioners have been contacted by a handful of University Avenue businesses with concerns about the absence of parking and lack of funds to restore the parking needed in the area. She asked if any of the \$34.8 million below budget could be used to address the parking issues along the Central Corridor.

Mr. Fuhrmann said the \$34.8 million will be set aside in an account at the project office that would require all major funding partners, including the Metropolitan Council, Counties Transit Improvement Board, and the Regional Railroad Authorities of Ramsey and Hennepin County, to authorize expenditure of any of those funds. He said to her question about parking, they have worked closely with the City of St. Paul who made awards to some of those businesses for grants to make parking improvements around their businesses. He said that none of these funds could be available for parking infrastructure because the project's environmental clearances did not include adding parking.

Commissioner Rettman asked if parking infrastructure refers to parking ramps. She added that almost 1,000 parking spaces have been taken away along University Avenue and have not been restored. She said the original Environmental Impact Statement (EIS) did not envision the loss of the 980 parking spaces but rather a loss of 300 to 400 parking spaces. She asked if there is any possibility for these spaces to be restored using the under budgeted funds.

Mr. Fuhrmann said parking infrastructure means parking ramps or surface lots. He said the environmental clearance approvals are already in place for the project. He emphasized that the City has a number of measures that are planned which could be cross-street parking availability and adding meters to the remaining parking spaces to encourage turnover. The Final Environmental Impact Statement (FEIS) did identify the higher number of spaces that would be displaced, which is that figure mentioned by Commissioner Rettman. The project scope, budget and environmental clearances did not contemplate actual physical replacement of those parking spaces. The funds could not go toward the parking needs because there would need to be amendments to the environmental document, which would take a year or more.

Commissioner Bennett commented that the parking issue has been a concern of his and several of the Commissioners since the beginning of the project planning.

Commissioner Carter asked if there is active discussion at the Metropolitan Council about other ways in which the Metropolitan Council might be able to address this issue with the help of community development funds, and if the Board can gain insight to that with the coming months.

Mr. Fuhrmann said there are the Livable Communities Development grants that are competitively solicited and awarded by the Met Council. He said he is aware that in the cycle last year, there were some applications from for parking grants. However, these were not successful awardees for those grants. There are more opportunities as they move forward for similar or repackaged applications to be submitted to the Met Council for parking measures. They will need to compete competitively but the door is open to apply for those Livable Community funds.

Commissioner Carter said as they continue to look at the needs of the Corridor, they should continue to focus on these possibilities.

Mr. Fuhrmann continued the presentation covering the 2010 construction highlights; the focus was the construction that took place on Fourth Street in downtown St. Paul to relocate underground utilities to accommodate future rail line on Fourth Street. Civil East Construction also took place at the Capitol area and on Robert Street between University Avenue and 12th Street for utility relocation. The rail yard east of the Operations and Maintenance Facility will be underneath the Lafayette Bridge and the soil in that area is being surcharged to prepare for that construction. Close coordination is occurring with the Minnesota Department of Transportation bridge construction.

Mr. Fuhrmann clarified that surcharge refers to the dirt that had to be placed on the site of the future rail yard to compact and compress the soils to allow for a solid foundation for the rail yard.

Mr. Fuhrmann said they are tracking and will be regularly reporting their Disadvantaged Business Enterprise (DBE) and workforce progress for each of their contractors against the goals; the goals are 15% DBE, 18% minority workforce and 6% female workforce.

Commissioner Carter asked about the projection of meeting these goals and if there was coordination with their partners in the communities to ensure that they know of the work ahead of time and are able to prepare for the particular job categories.

Mr. Fuhrmann said for the DBE component there are now over 100 DBE firms that are under contract/subcontract in the project. For the workforce inclusion, the Met Council has been working to encourage those minority and female work communities to prepare and become qualified for the different trades necessary for this project. He said the Central Corridor Funders Collaborative provided a grant to the Met Council to set up an LRTworks.org website. This site allows the workforce to see the upcoming opportunities and to work with the workforce training center to become trained and ready to apply for the jobs. They did do a census of the number of jobs they created on the Central Corridor and the tally showed that 571 people worked on the project in 2010. That number will be greater in 2011.

Mr. Fuhrmann updated the Board on the Full Funding Grant Agreement (FFGA). He said they have confirmation that the package has left the FTA and still needs to be reviewed by the Office of Secretary of Transportation and the Office of Management and Budget. They have received positive feedback that it is in good order. Its final stop is a sixty-day Congressional Review, which is simply a courtesy review by Congress with no action required. The project is on track for a late March 2011 FFGA. With that schedule, Met Council will be the first FFGA awarded by President Obama's administration.

2011 will be a very busy year for the project. The focus of construction in 2011 will be on the west end of Ramsey County. The segment between Westgate Station and Hamline Avenue Station will begin in March 2011, as will the area around the Capitol and downtown St. Paul. The segment between Hamline Avenue and Rice Street Capitol Station will not go under full construction until 2012. He said they continue to work closely with the RCRRA Staff to coordinate the construction of the terminal station for Light Rail with the Union Depot Project.

Robin Cauffman, Manager of Public Involvement for the Central Corridor LRT Project, discussed Construction Communication and Coordination. She referred to a map of the Community Outreach Coordinator territories and said most of the coordinators have been on the project for at least three years. There are at least two outreach coordinators per district at all times. This way there is always someone familiar with the project to communicate with stakeholders.

Chair McDonough commented that the electronic weekly project updates received by most of the Commissioners have been extremely helpful in giving them information needed to communicate about the project when they are out in their communities.

Ms. Cauffman talked about the Central Corridor Project Office's different venues for communication. She said there is a 24-hour construction hotline, which is 651-602-1404, and is the quickest way to contact an outreach staff person. The construction hotline and website address are posted on blue signs throughout the entire corridor. Also for communication they provide complaint forms, a variety of public meetings, construction tours, neighborhood updates, thorough information on their website and weekly construction updates. Another important aspect to their communication is to assure that they provide ample notice for upcoming construction activities, road and driveway closures, and utility shut-offs. Signage is an important part of communication. In addition to the required maintenance and traffic signs, there is allowance in the contract to provide additional signage for notifications such as open businesses, alternative access paths/routes, etc. There are requirements in the contract to minimize impact to businesses such as maintaining pedestrian and vehicle access to properties, restoring streets and sidewalks in a set amount of time, and implementing a contractor incentive program with the community. The contractor is encouraged to work with the community and exceed the minimum requirements of being proactive, professional, responsive and courteous, and also to provide opportunity for the public to evaluate the performance. Two construction communication committees (CCCs) consisting of community groups were created, one for downtown St. Paul and one for the Capitol area, for the purpose of evaluating the contractor's performance on a quarterly basis. The CCCs are given the opportunity to provide face to face feedback to the contractors and together they work out issues. There has been almost 100% attendance for these committees. Lastly, Ms. Cauffman mentioned that the Business Resource Collaborative was launched in June of 2010 and serves as resource site for businesses.

Commissioner Rettman asked if the outreach coordinators have received any requests for better lighting at the Farmers' Market in St. Paul's Lowertown. She also asked if the handling of dust control during construction on University Avenue is included in the construction contract.

Ms. Cauffman said they have received some requests for lighting and that she would find out the status of this issue. She also said she believed dust control was written into the construction specifications. She knows there were issues with dust in downtown St. Paul and water trucks were used to get it under control.

Commissioner Carter commented that last month she began to collect concerns from some of the businesses along University Avenue and asked Ms. Cauffman to comment on any unforeseen issues that might have come with the start of construction on the avenue and how they have managed these issues.

Ms. Cauffman said they have been meeting individually with the businesses along University Avenue in segment 1, the area between Emerald and Hamline Avenues, and they have so far received fairly positive response from their involvement and communication efforts with the businesses. They are currently working on a publication or four page brochure that will outline the construction phase to let people know what to expect.

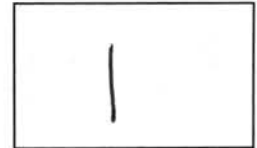
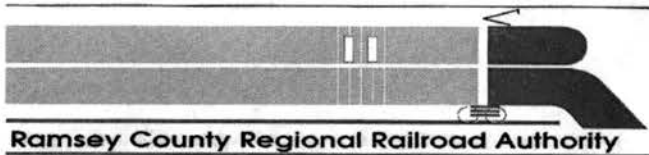
Chair McDonough thanked Mr. Fuhrmann and Ms. Cauffman for the information they provided in the presentation.

CORRIDOR UPDATES

No updates were reported.

ADJOURNMENT

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



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 02/01/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Appointments to the Gateway Corridor Commission

EXECUTIVE SUMMARY

Ramsey County Regional Railroad Authority Resolution R11-05 approved appointments of Commissioners to various outside Boards, Committees, etc. The appointments made to the Gateway Corridor were incomplete. It is necessary to appoint a member, a first alternate and a second alternate to this Commission.

ACTION REQUESTED

Approve the following appointments to the Gateway Corridor Commission for the year 2011:

GATEWAY CORRIDOR COMMISSION (I-94)

Ortega
Bennett, First Alternate
Reinhardt, Second Alternate

SUBJECT: Appointments to the Gateway Corridor

ATTACHMENTS:

PREVIOUS ACTION:

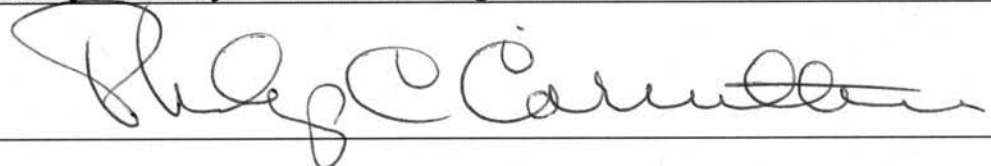
Resolution R11-05 approved appointments of Commissioners to various outside Boards, Committees, etc. for the year 2011.

COUNTY MANAGER'S COMMENTS:

SUBJECT: Appointments to the Gateway Corridor

Regional Railroad Authority – Authorized Signature	Date
	1/25/11

Budgeting & Accounting – Authorized Signature	Date
	1/25/11

County Attorney – Authorized Signature	Date
	1/26/11

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Appointments to the Gateway Corridor

Draft Resolution

1 WHEREAS, County Board Resolution 2011-005 approved appointments of
2 Commissioners to various outside Boards, Committees, etc.; and
3

4 WHEREAS, The appointments made to the Gateway Corridor Commission were
5 incomplete; and
6

7 WHEREAS, It is necessary to appoint a member, a first alternate and a second
8 alternate to this Board; Now, Therefore, Be It
9

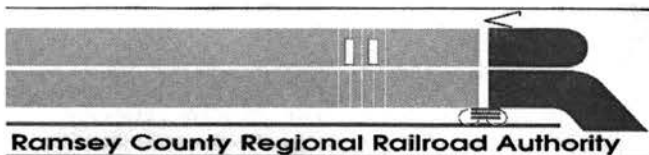
10 RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the
11 following appointments to the Gateway Corridor Commission for the year 2011:
12

13 GATEWAY CORRIDOR COMMISSION (I-94)

14 Ortega

15 Bennett, First Alternate

16 Reinhardt, Second Alternate



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 02/01/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Agency Agreement No. 98169 with Mn/DOT for Federal funding of the Union Depot Project – Advance Construction

EXECUTIVE SUMMARY

On November 16, 2010, the Ramsey County Regional Railroad Authority (RCRRA) approved Agency Agreement No. 97854 with the Minnesota Department of Transportation (Mn/DOT) for federal funding of the Union Depot project. Federal transportation funding typically flows to local units of government through either Mn/DOT or the Met Council. Mn/DOT requires an Agency Agreement with the local unit of government to describe the process and the responsibilities of the parties. RCRRA will construct the project in accordance with Agency Agreement No. 97854.

Mn/DOT was authorized \$40,000,000 from United States Department of Transportation High Speed Rail Funds to be used on the Union Depot project. Agency Agreement No. 98169 between the RCRRA and Mn/DOT is for Advance Construction on the Union Depot project. It is estimated that \$18,734,801 in federal funds will be used for Advance Construction and reimbursed to the RCRRA.

ACTION REQUESTED

1. Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.
2. Approve Agency Agreement No. 98169 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$18,734,801 for Advance Construction of the Union Depot project.
3. Authorize the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98169", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

SUBJECT: Agency Agreement No. 98169 with Mn/DOT for Federal funding of the Union Depot Project – Advance Construction

ATTACHMENTS:

1. Copy of RCRRA Resolution No. R10-54, dated 11/16/10
2. Agency Agreement No. 98169 for Federal Funding for the Union Depot Multi-Modal Transit Hub project

PREVIOUS ACTION:

Approval of Agency Agreement with Mn/DOT for federal funding of the Union Depot Multi-Modal Transit Hub Project, dated 11/16/10.

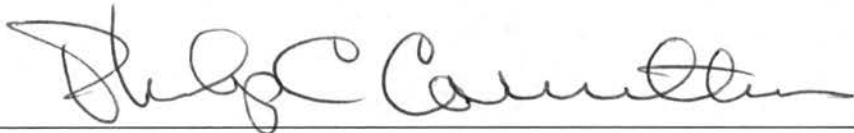
COUNTY MANAGER'S COMMENTS:

This agreement is required for the receipt of Federal funding for Advance Construction of the Union Depot. The amount of this agreement could exceed the estimated amount of \$18,734,801, but the total for all four of these Agency Agreements will not exceed \$40 million in High Speed Rail funds.

SUBJECT: Agency Agreement No. 98169 with Mn/DOT for Federal funding of the Union Depot Project – Advance Construction

Regional Railroad Authority – Authorized Signature	Date
	1/25/11

Budgeting & Accounting – Authorized Signature	Date
	1/25/11

County Attorney – Authorized Signature	Date
	1/26/11

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Agency Agreement No. 98169 with Mn/DOT for Federal funding of the Union Depot Project – Advance Construction

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 pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of
12 Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to
13 accept as its agent, federal aid funds which may be made available for eligible transportation
14 related projects; and Be It Further

15
16 RESOLVED, That the Ramsey County Regional Railroad Authority approves Agency
17 Agreement No. 98169 with the Minnesota Department of Transportation for federal funding in an
18 estimated amount of \$18,734,801 for Advance Construction of the Union Depot project; and Be it
19 Further

20
21 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to
22 execute and enter into an agreement with the Commissioner of Transportation, on behalf of the
23 Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal
24 aid participation as set forth and contained in "Minnesota Department of Transportation Agency
25 Agreement No. 98169", a copy of which said agreement was before the Ramsey County Regional
26 Railroad Authority and which is made a part hereof by reference.

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: November 16, 2010 No.: 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.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Tony Bennett	☒	☐	☐
Toni Carter	☒	☐	☐
Rafael Ortega	☐	☐	<i>Absent</i>
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Jan Parker	☒	☐	☐
Jim McDonough	☒	☐	☐

Jim McDonough, Chair

By: Tony Bennett
Tony Bennett, Secretary

STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
RAMSEY COUNTY REGIONAL RAIL AUTHORITY
FOR FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION
FOR
S.P. 091-595-025; M.P. UDMT 6211(122)

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"),

This project is associated with SP 091-595-023 and 091-595-024; Minnesota Project Number PNRS-TGR M238(001). Agency Agreement No. 97854 which has been executed between the RCRRA and Mn/DOT, appoints Mn/DOT as the RCRRA's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the RCRRA; and

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; and

The RCRRA is proposing a federal aid project to rehabilitate the St. Paul Union Depot for use as a multimodal transit hub, hereinafter referred to as the "Project"; and

The Project has been determined to be eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal year 2011 and the project is identified in Mn/DOT records as State Project 091-595-025, and in Federal Highway Administration ("FHWA") records as Minnesota Project UDMT 6211(122); and

The funds had not yet been transferred from the Federal Railroad Authority to Federal Highway Administration at time of authorization, however a verbal agreement between the two agencies exists that expresses the desire for the transfer to occur; and

The RCRRA desires to temporarily provide other local funds in lieu of the federal funds so that the project may proceed.

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. The RCRRA will let a contract and construct the Project in accordance with Agency Agreement No. 97854. Payment provisions for federally eligible costs will be as stated herein.
- B. It is estimated amount of Federal Railroad Authority funds to be Advance Constructed for this project are \$ 18,734,801. The remaining share is soft match credit related to the real estate value of the depot property.
- C. The RCRRA will pay any part of the cost or expense of the Project that is not paid by federal funds.
- D. Request for reimbursement of the federal aid share of the federally eligible costs will be made after funding and obligation authority are available.
- E. If the project is converted to federal funding before completion and final acceptance, requests for reimbursement will occur as partial estimates in accordance with Agency Agreement No. 97854.
- F. Under Minnesota Statutes § 16C.05, subd. 5, the (Governmental Unit's) books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years.
- G. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA).**
This Agreement requires the RCRRA to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The RCRRA is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the RCRRA provides information to the Mn/DOT as required.

The RCRRA shall comply with the following:

1, Reporting of Total Compensation of the RCRRA's Executives.

- (a) The RCRRA shall report the names and total compensation of each of its five most highly compensated executives for the RCRRA's preceding completed fiscal year, if in the RCRRA's preceding fiscal year it received:
 - i. 80 percent or more of the RCRRA's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities

7

Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- (b) Total compensation means the cash and noncash dollar value earned by the executive during the RCRRA's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- 2. The RCRRA must report executive total compensation described above to the Mn/DOT by the end of the month during which this agreement is awarded.
- 3. The RCRRA will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to Mn/DOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.
- H. The RCRRA's failure to comply with the above requirements is a material breach of this agreement for which the Mn/DOT may terminate this agreement for cause. The Mn/DOT will not be obligated to pay any

outstanding invoice received from the RCRRA unless and until the RCRRA is in full compliance with the above requirements.

II. DUTIES OF Mn/DOT.

- A. Mn/DOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project and designation as an Advance Construction project.
- B. Mn/DOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.
- C. At such time that the project is converted to federal funding and such funding is received by Mn/DOT, Mn/DOT will reimburse to the RCRRA the federal aid share of the federally eligible costs, previously provided by the RCRRA. Reimbursement for RCRRA State Aid funds used in lieu of federal funds, will be deposited in the RCRRA's State Aid Account. Reimbursement for other RCRRA funds used in lieu of federal funds will be forwarded to the RCRRA.

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 Mayasich, Director, Ramsey County Regional Rail Authority, RCGC-West, Suite 6560, 50 W. Kellogg Boulevard, St. Paul, MN 55102, phone (651) 266-2762, or his successor.
- B. Mn/DOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, 395 John Ireland Boulevard, 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: _____

By: _____

Date: _____

Title: _____

DEPARTMENT OF TRANSPORTATION

By: _____

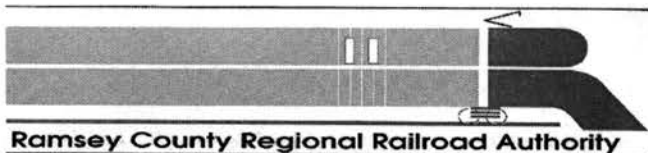
Title: Director,
State Aid for Local Transportation

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 02/01/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Agency Agreement No. 98170 with Mn/DOT for Federal funding of the Union Depot Project – St. Paul Force Account – Water facilities and traffic signal work

EXECUTIVE SUMMARY

On November 16, 2010, the Ramsey County Regional Railroad Authority (RCRRA) approved Agency Agreement No. 97854 with the Minnesota Department of Transportation (Mn/DOT) for federal funding of the Union Depot project. Federal transportation funding typically flows to local units of government through either Mn/DOT or the Met Council. Mn/DOT requires an Agency Agreement with the local unit of government to describe the process and the responsibilities of the parties. RCRRA will construct the project in accordance with Agency Agreement No. 97854.

Mn/DOT was authorized \$40,000,000 from United States Department of Transportation High Speed Rail Funds to be used on the Union Depot project. A public interest finding has determined that work required on City of St. Paul water facilities and traffic signals can be completed more economically as a Force Account by the City of St. Paul. Agency Agreement No. 98170 between the RCRRA and Mn/DOT is for City of St. Paul water facilities and traffic signal work on the Union Depot project. It is estimated that \$112,500 in federal funds will be used for this work and reimbursed to the RCRRA.

ACTION REQUESTED

1. Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.
2. Approve Agency Agreement No. 98170 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$112,500 for City of St. Paul water facilities and traffic signal work on the Union Depot project.
3. Authorize the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98170", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

SUBJECT: Agency Agreement No. 98170 with Mn/DOT for Federal funding of the Union Depot Project – St. Paul Force Account – Water facilities and traffic signal work

ATTACHMENTS:

1. Copy of RCRRA Resolution No. R10-54, dated 11/16/10
2. Agency Agreement No. 98170 for Federal Funding for the Union Depot Multi-Modal Transit Hub project

PREVIOUS ACTION:

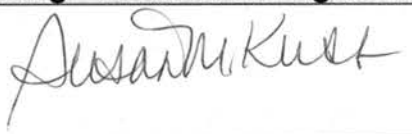
Approval of Agency Agreement with Mn/DOT for federal funding of the Union Depot Multi-Modal Transit Hub Project, dated 11/16/10.

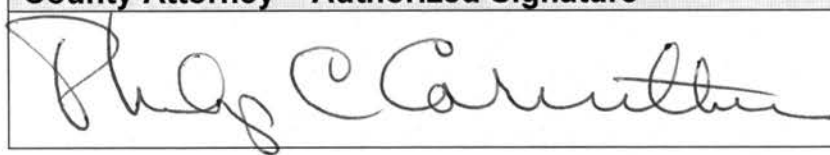
COUNTY MANAGER'S COMMENTS:

This agreement is required for the receipt of Federal funding for City of St. Paul water facilities and traffic signal work on the Union Depot project. The amount of this agreement could exceed the estimated amount of \$112,500, but the total for all four of these Agency Agreements will not exceed \$40 million in High Speed Rail funds.

SUBJECT: Agency Agreement No. 98170 with Mn/DOT for Federal funding of the Union Depot Project – St. Paul Force Account – Water facilities and traffic signal work

Regional Railroad Authority – Authorized Signature	Date
	1/25/11

Budgeting & Accounting – Authorized Signature	Date
	1/25/11

County Attorney – Authorized Signature	Date
	1/26/11

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Agency Agreement No. 98170 with Mn/DOT for Federal funding of the Union Depot Project – St. Paul Force Account – Water facilities and traffic signal work

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;
10

11 WHEREAS, a public interest finding has determined that work required on City of St. Paul
12 water facilities and traffic signals can be completed more economically as a Force Account by the
13 City of St. Paul; Now, Therefore, Be It
14

15 RESOLVED, That pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of
16 Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to
17 accept as its agent, federal aid funds which may be made available for eligible transportation
18 related projects; and Be It Further
19

20 RESOLVED, That the Ramsey County Regional Railroad Authority approves Agency
21 Agreement No. 98170 with the Minnesota Department of Transportation for federal funding in an
22 estimated amount of \$112,500 for City of St. Paul water facilities and traffic signal work on the
23 Union Depot project; and Be It Further
24

25 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to
26 execute and enter into an agreement with the Commissioner of Transportation, on behalf of the
27 Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal
28 aid participation as set forth and contained in "Minnesota Department of Transportation Agency
29 Agreement No. 98170", a copy of which said agreement was before the Ramsey County Regional
30 Railroad Authority and which is made a part hereof by reference.
31

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: November 16, 2010 No.: 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.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Tony Bennett	☒	☐	☐
Toni Carter	☒	☐	☐
Rafael Ortega	☐	☐	<i>Absent</i>
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Jan Parker	☒	☐	☐
Jim McDonough	☒	☐	☐

Jim McDonough, Chair

By: Tony Bennett

Tony Bennett, Secretary

STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
RAMSEY COUNTY REGIONAL RAIL AUTHORITY
FOR FEDERAL PARTICIPATION IN FORCE ACCOUNT
FOR
S.P. 091-595-025 and 091-595-026; M.P. UDMT 6211(122)

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, hereinafter referred to as the "Project"; and

The RCRRA is proposing a federal aid project to rehabilitate the St. Paul Union Depot into a multimodal transit hub. A public interest finding has determined that work required on City of St. Paul water facilities and traffic signals can be completed more economically as a Force Account by the City of St. Paul, hereinafter referred to as the "FORCE ACCOUNT"; and

The FORCE ACCOUNT is eligible for the expenditure of federal aid funds, and is identified in Mn/DOT records as State Project 091-595-025 and 091-595-026, and in Federal Highway Administration ("FHWA") records as Minnesota Project UDMT 6211(122). SP 091-595-026 was added as a state project number for state aid tracking purposes only. The project is authorized under SP 091-595-025 and shall be subject to the terms of agreement number 98169; 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.

B. ELIGIBILITY / COSTS. The estimated cost of the FORCE ACCOUNT is \$112,500.

1. It is anticipated that 80% (up to \$ 90,000) of the cost of the FORCE ACCOUNT is to be paid from federal funds made available by the FHWA, and that the remaining 20% will be credited as soft match related to the value of the real estate purchase of the depot property. The RCRRA will pay any part of the cost or expense of the work that the FHWA does not pay.
2. Any costs incurred by the RCRRA prior to authorization, will not be eligible for federal participation.
3. Eligible cost and expense, if approved, may consist of the following:
 - a) The cost of making the required water main connections and traffic signal modifications related to the St. Paul Union Depot rehabilitation project.
 - b) The direct labor charges for CITY OF ST. PAUL employees for the time that said employees are engaged in the work to be performed by the CITY OF ST. PAUL pursuant to this agreement. Said labor charges may include the prorata share of "labor additives" applicable to said labor charges. Costs to the CITY OF ST. PAUL of "labor additives" consisting of holiday pay, vacation, sick leave, retirement, pension, unemployment taxes, compensation and liability insurance, lost time charges and similar costs incidental to labor employment will be reimbursed only when supported by adequate records.
 - c) The applicable equipment rental charges for CITY OF ST. PAUL owned equipment used by the CITY OF ST. PAUL and mileage charges for employee owned vehicles used by the CITY OF ST. PAUL on the work to be performed pursuant to this agreement, at rates reflective of the CITY OF ST. PAUL actual cost.
 - d) Expenditures for materials, supplies, mechanical data processing and equipment rental, limited to the actual expenditures for the purposes of this agreement.
4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the CITY OF ST. PAUL are not eligible for federal participation.
5. Acceptability of costs under this agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this agreement.
6. For costs expected to exceed \$112,500, the RCRRA must request the preparation and execution of a supplement to this agreement, prior to

7

incurring such costs.

C. 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 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.

D. CONTRACT ADMINISTRATION.

1. 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.
2. 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. The RCRRA will retain all records and reports in accordance with Mn/DOT's record retention schedule for federal aid projects.
3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

8

E. PAYMENTS.

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 may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial estimate.
3. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
 - (b) The labor additive may be applied to total labor dollars, not including overtime labor dollars.
 - (c) The equipment charges must be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
 - (d) A detailed breakdown of outside services used and supporting invoices. Documentation that costs of outside services have been paid.
 - (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice must be included.
 - (f) The invoices will include 100% of eligible charges applicable to the Force Account so that the prorata share of federal and RCRRA participation can be applied to the total costs.
4. 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.
5. Reimbursement of costs under this agreement will be based on actual costs, but limited to eligible items.

F. LIMITATIONS.

1. The RCRRA will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the Federal Highway Administration 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 proscribed 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 CITY OF ST. PAUL 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.

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 receipt 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. 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.
- 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. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by Mn/DOT's authorized representative.
 5. 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, where 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 Mayasich, Director, Ramsey County Regional Rail Authority, RCGC-West, Suite 6560, 50 W. Kellogg Boulevard, St. Paul, MN 55102, phone (651) 266-2762, or his successor.
 - B. Mn/DOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, 395 John Ireland Boulevard, 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intend 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: Teresa M. Maynard

Date: 11/25/11

Title: Director

By: Philip C. Carruthers

Date: Jan 26, 2011

Title: Assistant County Attorney

DEPARTMENT OF TRANSPORTATION

By: _____

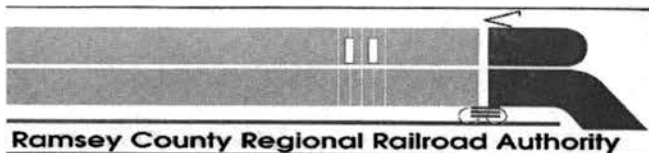
Title: Director State Aid for Local Transportation

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 02/01/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – St. Paul Force Account – Class 1 Railroads

EXECUTIVE SUMMARY

On November 16, 2010, the Ramsey County Regional Railroad Authority (RCRRA) approved Agency Agreement No. 97854 with the Minnesota Department of Transportation (Mn/DOT) for federal funding of the Union Depot project. Federal transportation funding typically flows to local units of government through either Mn/DOT or the Met Council. Mn/DOT requires an Agency Agreement with the local unit of government to describe the process and the responsibilities of the parties. RCRRA will construct the project in accordance with Agency Agreement No. 97854.

Mn/DOT was authorized \$40,000,000 from United States Department of Transportation High Speed Rail Funds to be used on the Union Depot project. Agency Agreement No. 98171 between the RCRRA and Mn/DOT is for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility. It is estimated that \$9,125,000 in federal funds will be used for this work and reimbursed to the RCRRA.

ACTION REQUESTED

1. Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.
2. Approve Agency Agreement No. 98171 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.
3. Authorize the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98171", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

SUBJECT: Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – St. Paul Force Account – Class 1 Railroads

ATTACHMENTS:

1. Copy of RCRRA Resolution No. R10-54, dated 11/16/10
2. Agency Agreement No. 98171 for Federal Funding for the Union Depot Multi-Modal Transit Hub project

PREVIOUS ACTION:

Approval of Agency Agreement with Mn/DOT for federal funding of the Union Depot Multi-Modal Transit Hub Project, dated 11/16/10.

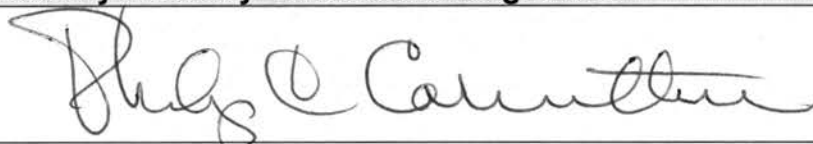
COUNTY MANAGER'S COMMENTS:

This agreement is required for the receipt of Federal funding for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility. The amount of this agreement could exceed the estimated amount of \$9,125,000, but the total for all four of these Agency Agreements will not exceed \$40 million in High Speed Rail funds.

SUBJECT: Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – St. Paul Force Account – Class 1 Railroads

Regional Railroad Authority – Authorized Signature	Date
	1/25/11

Budgeting & Accounting – Authorized Signature	Date
	1/25/11

County Attorney – Authorized Signature	Date
	1/26/11

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Agency Agreement No. 98171 with Mn/DOT for Federal funding of the Union Depot Project – St. Paul Force Account – Class 1 Railroads

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 pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of
12 Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to
13 accept as its agent, federal aid funds which may be made available for eligible transportation
14 related projects; and Be It Further
15

16 RESOLVED, That the Ramsey County Regional Railroad Authority approves Agency
17 Agreement No. 98171 with the Minnesota Department of Transportation for federal funding in an
18 estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions
19 to existing track configurations to allow proposed services to the Depot facility; and Be It Further
20

21 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to
22 execute and enter into an agreement with the Commissioner of Transportation, on behalf of the
23 Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal
24 aid participation as set forth and contained in "Minnesota Department of Transportation Agency
25 Agreement No. 98171", a copy of which said agreement was before the Ramsey County Regional
26 Railroad Authority and which is made a part hereof by reference.
27

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: November 16, 2010 No.: 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.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Tony Bennett	☒		
Toni Carter	☒		
Rafael Ortega			Absent
Victoria Reinhardt	☒		
Janice Rettman	☒		
Jan Parker	☒		
Jim McDonough	☒		

Jim McDonough, Chair

By: Tony Bennett

Tony Bennett, Secretary

STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
RAMSEY COUNTY REGIONAL RAIL AUTHORITY
FOR FEDERAL PARTICIPATION IN FORCE ACCOUNT
FOR
S.P. 091-595-025 and 091-595-027; M.P. UDMT 6211(122)

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, hereinafter referred to as the "Project"; and

The RCRRA is proposing a federal aid project to rehabilitate the St. Paul Union Depot into a multimodal transit hub. Work by the Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility, hereinafter referred to as the "FORCE ACCOUNT"; and

The FORCE ACCOUNT is eligible for the expenditure of federal aid funds, and is identified in Mn/DOT records as State Project 091-595-025 and 091-595-027, and in Federal Highway Administration ("FHWA") records as Minnesota Project UDMT 6211(122). SP 091-595-027 was added as a state project number for state aid tracking purposes only. The project is authorized under SP 091-595-025 and shall be subject to the terms of agreement number 98169; 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.

B. ELIGIBILITY / COSTS. The estimated cost of the FORCE ACCOUNT is \$9,125,000.

1. It is anticipated that 80% (up to \$ 7,300,000) of the cost of the FORCE ACCOUNT is to be paid from federal funds made available by the FHWA, and that the remaining 20% will be credited as soft match related to the value of the real estate purchase of the depot property. The RCRRA will pay any part of the cost or expense of the work that the FHWA does not pay.
2. Any costs incurred by the RCRRA prior to authorization, will not be eligible for federal participation.
3. Eligible cost and expense, if approved, may consist of the following:
 - a) The cost to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.
 - b) The direct labor charges for CLASS 1 RAILROAD employees or their designated contractors or consultants for the time that said employees are engaged in the work to be performed by the CLASS 1 RAILROADS pursuant to this agreement. Said labor charges may include the prorata share of "labor additives" applicable to said labor charges. Costs to the CLASS 1 RAILROADS of "labor additives" consisting of holiday pay, vacation, sick leave, retirement, pension, unemployment taxes, compensation and liability insurance, lost time charges and similar costs incidental to labor employment will be reimbursed only when supported by adequate records.
 - c) The applicable equipment rental charges for CLASS 1 RAILROADS owned equipment used by the CLASS 1 RAILROADS and mileage charges for employee owned vehicles used by the CLASS 1 RAILROADS on the work to be performed pursuant to this agreement, at rates reflective of the CLASS 1 RAILROADS actual cost.
 - d) Expenditures for materials, supplies, mechanical data processing and equipment rental, limited to the actual expenditures for the purposes of this agreement.
4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the CLASS 1 RAILROADS are not eligible for federal participation.
5. Acceptability of costs under this agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this agreement.
6. For costs expected to exceed \$9,125,000, the RCRRA must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.

C. 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 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.

D. CONTRACT ADMINISTRATION.

1. 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.
2. 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. The RCRRA will retain all records and reports in accordance with Mn/DOT's record retention schedule for federal aid projects.
3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS.

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 may request partial payments not more than once each thirty (30) days. The Project Engineer will certify each partial estimate.
3. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
 - (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
 - (b) The labor additive may be applied to total labor dollars, not including overtime labor dollars.
 - (c) The equipment charges must be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
 - (d) A detailed breakdown of outside services used and supporting invoices. Documentation that costs of outside services have been paid.
 - (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice must be included.
 - (f) The invoices will include 100% of eligible charges applicable to the Force Account so that the prorata share of federal and RCRRA participation can be applied to the total costs.
4. 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.
5. Reimbursement of costs under this agreement will be based on actual costs, but limited to eligible items.

F. LIMITATIONS.

1. The RCRRA will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the Federal Highway Administration 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 proscribed 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 CLASS 1 RAILROADS 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.

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 receipt 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. 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.
- 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. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by Mn/DOT's authorized representative.
 5. 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, where 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 Mayasich, Director, Ramsey County Regional Rail Authority, RCGC-West, Suite 6560, 50 W. Kellogg Boulevard, St. Paul, MN 55102, phone (651) 266-2762, or his successor.
- B. Mn/DOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, 395 John Ireland Boulevard, 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intend 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: *Ernest S. Maynard*

Date: *1/25/11*

Title: *Director*

By: *Philip C. Carulla*

Date: *Jan. 26, 2011*

Title: *Assistant County Attorney*

DEPARTMENT OF TRANSPORTATION

By: _____

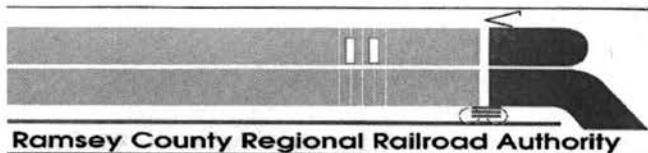
Title: Director State Aid for Local Transportation

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



5

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 02/01/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Agency Agreement No. 98172 with Mn/DOT for Federal funding of the Union Depot Project – Construction Engineering

EXECUTIVE SUMMARY

On November 16, 2010, the Ramsey County Regional Railroad Authority (RCRRA) approved Agency Agreement No. 97854 with the Minnesota Department of Transportation (Mn/DOT) for federal funding of the Union Depot project. Federal transportation funding typically flows to local units of government through either Mn/DOT or the Met Council. Mn/DOT requires an Agency Agreement with the local unit of government to describe the process and the responsibilities of the parties. RCRRA will construct the project in accordance with Agency Agreement No. 97854.

Mn/DOT was authorized \$40,000,000 from United States Department of Transportation High Speed Rail Funds to be used on the Union Depot project. Agency Agreement No. 98172 between the RCRRA and Mn/DOT is for Construction Engineering on the Union Depot project. It is estimated that \$10,311,837 in federal funds will be used for Construction Engineering and reimbursed to the RCRRA. \$10,311,837 is the maximum amount reimbursable to the RCRRA in federal funds for Construction Engineering.

ACTION REQUESTED

1. Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.
2. Approve Agency Agreement No. 98172 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$10,311,837 for Construction Engineering of the Union Depot project.
3. Authorize the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98172", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

SUBJECT: Agency Agreement No. 98172 with Mn/DOT for Federal funding of the Union Depot Project – Construction Engineering

ATTACHMENTS:

1. Copy of RCRRA Resolution No. R10-54, dated 11/16/10
2. Agency Agreement No. 98172 for Federal Funding for the Union Depot Multi-Modal Transit Hub project

PREVIOUS ACTION:

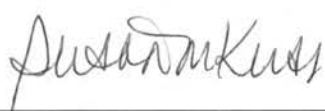
Approval of Agency Agreement with Mn/DOT for federal funding of the Union Depot Multi-Modal Transit Hub Project, dated 11/16/10.

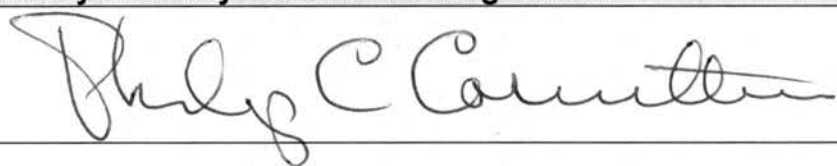
COUNTY MANAGER'S COMMENTS:

This agreement is required for the receipt of Federal funding for Construction Engineering of the Union Depot. The amount of this agreement will not exceed \$10,311,837, nor will the total for all four of these Agency Agreements exceed \$40 million in High Speed Rail funds.

SUBJECT: Agency Agreement No. 98172 with Mn/DOT for Federal funding of the Union Depot Project – Construction Engineering

Regional Railroad Authority – Authorized Signature	Date
	1/25/11

Budgeting & Accounting – Authorized Signature	Date
	1/25/11

County Attorney – Authorized Signature	Date
	1/26/11

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Agency Agreement No. 98172 with Mn/DOT for Federal funding of the Union Depot Project – Construction Engineering

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 pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of
12 Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to
13 accept as its agent, federal aid funds which may be made available for eligible transportation
14 related projects; and Be It Further
15

16 RESOLVED, That the Ramsey County Regional Railroad Authority approves Agency
17 Agreement No. 98172 with the Minnesota Department of Transportation for federal funding in an
18 estimated amount of \$10,311,837 for Construction Engineering of the Union Depot project; and Be
19 It Further
20

21 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to
22 execute and enter into an agreement with the Commissioner of Transportation, on behalf of the
23 Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal
24 aid participation as set forth and contained in "Minnesota Department of Transportation Agency
25 Agreement No. 98172", a copy of which said agreement was before the Ramsey County Regional
26 Railroad Authority and which is made a part hereof by reference.
27

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: November 16, 2010 No.: 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.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Tony Bennett	☒		
Toni Carter	☒		
Rafael Ortega			Absent
Victoria Reinhardt	☒		
Janice Rettman	☒		
Jan Parker	☒		
Jim McDonough	☒		

Jim McDonough, Chair

By: Tony Bennett
Tony Bennett, Secretary

STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
RAMSEY COUNTY REGIONAL RAIL AUTHORITY
FOR FEDERAL PARTICIPATION IN CONSTRUCTION ENGINEERING
FOR
S.P. 091-595-023; M.P. PNRS-TGR M238(001)

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, hereinafter referred to as the "Project"; and

The RCRRA is proposing a federal aid project to rehabilitate the St. Paul Union Depot. It is desired to use federal funds for reimbursement of construction engineering and oversight of the projects let as the Phase 2 construction, hereinafter referred to as the "Construction Engineering"; and

The Construction Engineering is eligible for the expenditure of federal aid funds, and is identified in Mn/DOT records as State Project 091-595-023, and in Federal Highway Administration ("FHWA") records as Minnesota Project PNRS-TGR M238(001); 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.
- B. ELIGIBILITY / COSTS. The estimated cost of the Construction Engineering is \$10,311,837.
 - 1. It is anticipated that 100% (up to \$ 10,311,837 capped) of the cost of the Construction Engineering will be paid from federal funds made available by the FHWA. The RCRRA will pay any part of the cost or expense of the work that the FHWA does not pay.

2. Any costs incurred by the RCRRA prior to authorization of the Federal Funds, will not be eligible for federal participation.
3. Eligible cost and expense, if approved, may consist of the following:
 - a) The cost of conducting construction inspection, oversight, testing, and surveying for the Union Depot Projects which is directly related to the projects let in the Phase 2 construction contract.
 - b) The direct labor charges for RCRRA employees for the time that said employees are performing work pursuant to this agreement. Said labor charges may include the prorata share of "labor additives" applicable to said labor charges. Costs to the RCRRA of "labor additives" consisting of holiday pay, vacation, sick leave, retirement, pension, unemployment taxes, compensation and liability insurance, lost time charges and similar costs incidental to labor employment will be reimbursed only when supported by adequate records.
 - c) The applicable equipment rental charges for RCRRA owned equipment used by the RCRRA and mileage charges for employee owned vehicles used by the RCRRA on work performed pursuant to this agreement, at rates reflective of the RCRRA actual cost.
 - d) Expenditures for materials, supplies, mechanical data processing and equipment rental, limited to the actual expenditures for the purposes of this agreement.
 - e) The cost incurred by the RCRRA to employ outside forces to perform any or all of the work pursuant to this agreement, subject to the provisions of section I.D. SUBLETTING.
4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the RCRRA are not eligible for federal participation.
5. Acceptability of costs under this agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is incorporated by reference and made a part of this agreement.
6. For costs expected to exceed \$ 10,311,837, the RCRRA must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.

C. 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 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

7

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.

D. SUBLETTING.

1. The RCRRA has hired M.A. Mortenson as a contract manager at risk for the project.
2. 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.

E. CONTRACT ADMINISTRATION.

1. 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.
2. 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. The RCRRA will retain all records and reports in accordance with Mn/DOT's record retention schedule for federal aid projects.
3. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

F. PAYMENTS.

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 may request partial payments not more than once each thirty (30) days. The Project Engineer will certify the amount of each partial estimate.

8

3. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:

- (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
- (b) The labor additive may be applied to total labor dollars, not including overtime labor dollars.
- (c) The equipment charges must be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
- (d) A detailed breakdown of outside services used and supporting invoices and documentation that costs of outside services have been paid.
- (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.
- (f) The invoices will include 100% of eligible charges applicable to the Construction Engineering so that the prorata share of federal and RCRRA participation can be applied to the total costs.

4. 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.

5. Reimbursement of costs under this agreement will be based on actual costs, but limited to eligible items.

G. 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 proscribed 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.

H. 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.

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

J. CLAIMS. 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. The RCRRA will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The RCRRA will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold Mn/DOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by Mn/DOT. The RCRRA's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by Mn/DOT.

K. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA). This Agreement requires the RCRRA to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The RCRRA is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the RCRRA provides information to the Mn/DOT as required.

The RCRRA shall comply with the following:

1. Reporting of Total Compensation of the RCRRA's Executives.

- (a) The RCRRA shall report the names and total compensation of each of its five most highly compensated executives for the RCRRA's preceding completed fiscal year, if in the RCRRA's preceding fiscal year it received:
- i. 80 percent or more of the RCRRA's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- (b) Total compensation means the cash and noncash dollar value earned by the executive during the RCRRA's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The RCRRA must report executive total compensation described above to the Mn/DOT by the end of the month during which this agreement is awarded.

3. The RCRRA will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to Mn/DOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.
4. The RCRRA's failure to comply with the above requirements is a material breach of this agreement for which the Mn/DOT may terminate this agreement for cause. The Mn/DOT will not be obligated to pay any outstanding invoice received from the RCRRA unless and until the RCRRA is in full compliance with the above requirements.

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 clauses to be included in the proposal solicitation and will provide 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.

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. No more than 90% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by Mn/DOT's authorized representative.
5. 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 Mayasich, Director, Ramsey County Regional Rail Authority, RCGC-West, Suite 6560, 50 W. Kellogg Boulevard, St. Paul, MN 55102, phone (651) 266-2762, or his successor.
 - B. Mn/DOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, 395 John Ireland Boulevard, 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.

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: *Timothy J. Maynard*

Date: *1/25/11*

Title: *Director*

By: *Philip C. Carmlin*

Date: *Jan 26, 2011*

Title: *Assistant County Attorney*

DEPARTMENT OF TRANSPORTATION

By: _____

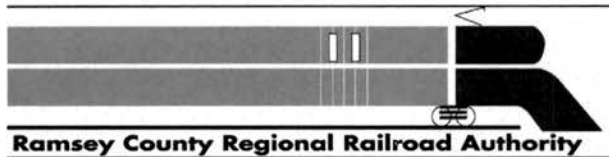
Title: *Director,*
State Aid for Local Transportation

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____



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

REGIONAL RAILROAD AUTHORITY MEETING

March 1, 2011

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

.....
ROLL CALL and Call to Order

AGENDA of the March 1, 2011 Board Meeting is presented for approval.

MINUTES of the February 1, 2011 Board Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Approve funding to continue Central Corridor construction activities through April 2011**

Board Action Requested:

Approve continuation of early construction work on the Central Corridor through April of 2011, upon receipt of a Federal Transit Authority Letter of No Prejudice, up to a Ramsey County Regional Railroad Authority share of \$9.1 million from the existing Ramsey County Regional Railroad Authority Central Corridor commitment of \$67,000,000.

2. **Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub**

Board Action Requested:

- 1) Authorize acceptance of a grant in state bond funds from the Minnesota Department of Transportation for the Union Depot Project, in the amount of \$9,767,500.
- 2) Authorize the Chair to execute the grant agreement.
- 3) Authorize the County Manager to approve and execute any agreements, amendments, and change orders, related to the expenditure of these grant funds in accordance with County competitive solicitation policies and procedures in a form approved by the County Attorney's Office and within the limits of the grant funding.
- 4) Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

CORRIDOR UPDATES

ADJOURNMENT

1:30pm

- **Regional Railroad Authority Workshop** – Corridors of Opportunity Update
Room 220 Court House, Large Conference Room

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

February 1, 2011

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0. Also present was Julie Kleinschmidt, County Manager and Phil Carruthers, Director of Civil Division, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 11:32 AM.

AGENDA

Commissioner Reinhardt moved approval of the Agenda of the February 1, 2011 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the January 11, 2010 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0.

1. Appointments to the Gateway Corridor Commission

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R11-07)

WHEREAS, Regional Railroad Authority Resolution R11-05 approved appointments of Commissioners to various outside Boards, Committees, etc.; and

WHEREAS, The appointments made to the Gateway Corridor Commission were incomplete;
and

WHEREAS, It is necessary to appoint a member, a first alternate and a second alternate to this Board; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the following appointments to the Gateway Corridor Commission for the year 2011:

GATEWAY CORRIDOR COMMISSION (I-94)

Ortega
Bennett, First Alternate
Reinhardt, Second Alternate

2. Agency Agreement No. 98169 with Mn/DOT for Federal Funding of the Union Depot Project – Advance Construction

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

Commissioner Rettman said she appreciated seeing the prior agreement in the agenda packet

Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R11-08)

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 pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves Agency Agreement No. 98169 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$18,734,801 for Advance Construction of the Union Depot project; and Be it Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98169", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

3. Agency Agreement No. 98170 with Mn/DOT for Federal Funding of the Union Depot Project – St. Paul Force Account – Water facilities and traffic signal work

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Ortega. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R11-09)

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;

WHEREAS, a public interest finding has determined that work required on City of St. Paul water facilities and traffic signals can be completed more economically as a Force Account by the City of St. Paul; Now, Therefore, Be It

RESOLVED, That pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves Agency Agreement No. 98170 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$112,500 for City of St. Paul water facilities and traffic signal work on the Union Depot project; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98170", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

4. Agency Agreement No. 98171 with Mn/DOT for Federal Funding of the Union Depot Project – St. Paul Force Account – Class 1 Railroads

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R11-10)

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 pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves Agency Agreement No. 98171 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98171", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

5. Agency Agreement No. 98172 with Mn/DOT for Federal Funding of the Union Depot Project – Construction Engineering

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Parker. Roll Call: Ayes – Ortega, Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 7. Nays – 0. (R11-11)

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 pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation shall be appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, federal aid funds which may be made available for eligible transportation related projects; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves Agency Agreement No. 98172 with the Minnesota Department of Transportation for federal funding in an estimated amount of \$10,311,837 for Construction Engineering of the Union Depot project; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute and enter into an agreement with the Commissioner of Transportation, on behalf of the Ramsey County Regional Railroad Authority, prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 98172", a copy of which said agreement was before the Ramsey County Regional Railroad Authority and which is made a part hereof by reference.

CORRIDOR UPDATES

- Rush Line Corridor

Commissioner Reinhardt reported that the Rush Line Task Force (Task Force) has been closely monitoring the Route 285 Express bus ridership numbers and reviewing feedback since service began on October 18, 2010. The Task Force met on January 20, 2011 and discussed potential changes and adjustments to the service. It was approved that there will be a schedule adjustment to take effect on February 14, 2011. The change will occur at the White Bear Township Theatre Park and Ride where two of the four morning and afternoon trips will no longer stop there. This will still leave two Rush Line buses and three Metro Transit buses serving the park and ride in the morning and afternoon. The Task Force believes the schedule adjustment will increase the 285 ridership since it will allow for a reduction in travel time of 15 minutes from Forest Lake/Columbus to downtown St. Paul.

- Red Rock Corridor

Commissioner Rettman reported that Dakota County Commissioner Joe Harris was appointed Chair of the Red Rock Corridor Commission for 2011 at the January 27, 2011 Commission meeting. She said at this meeting, Mike Rogers, Senior Transportation Planner for the Ramsey County Regional Railroad Authority, gave a thorough update of the East Metro Rail Capacity study that was well received by everyone, especially the new members of the Commission.

- Minnesota High Speed Rail Corridor

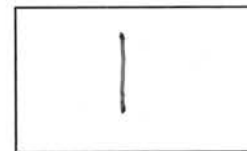
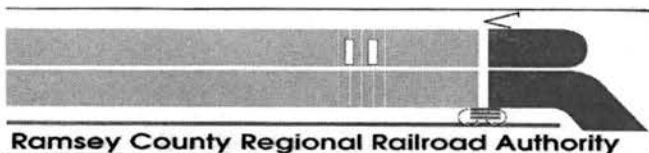
Commissioner Rettman reported that the Minnesota High Speed Rail Corridor Commission will meet on February 3, 2011. She said a lot of work will take place in the next two years for High Speed Rail and that it is still speeding along.

- Gateway Corridor

Commissioner Ortega reported that Lisa Weik of Washington County was elected Chair, and Dean Johnston of Lake Elmo was elected Vice Chair at the Gateway Corridor Commission meeting on January 13, 2011. They also voted for St. Paul Chamber of Commerce's (SPCC) Ex-Officio Members. Matt Kramer, President of the SPCC, attended the meeting and he is very supportive of the corridor. The Gateway Corridor Policy Advisory Committee (PAC) will meet tomorrow, February 2, 2011. The Gateway PAC will consist of constituents from Minnesota and Wisconsin because the corridor goes from Minneapolis, MN to Eau Claire, WI.

ADJOURNMENT

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



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **03/01/11**

Regional Railroad Authority Meeting Date: -

SUBJECT: Approve funding to continue Central Corridor construction activities through April 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, based on an approved FFGA by the end of 2010. By Resolution R10-53, approved on November 16, 2010, RCRRA approved an additional \$5.8 million in RCRRA funding for an estimated \$41.8 million in construction work through March of 2010. FTA submitted the FFGA to Congress for the mandatory 60 day notification period on February 1, 2011. This means that the FFGA can't be signed prior to April of 2011, which will be an extremely busy construction month for the project. This LONP request of \$9.1 million will support \$65.0 million in construction work during April, 2011 while the FFGA is being signed.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

Approve continuation of early construction work on the Central Corridor through April of 2011, upon receipt of a Federal Transit Authority Letter of No Prejudice, up to a Ramsey County Regional Railroad Authority share of \$9.1 million from the existing Ramsey County Regional Railroad Authority Central Corridor commitment of \$67,000,000.

SUBJECT: Approve funding to continue Central Corridor construction activities through April 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 April of 2011. FTA has approved Letters of No Prejudice to allow estimated construction costs through April of 2011 to count as local share of the project. The work includes all of the major project activities, such as civil, systems and vehicle procurement. This action would bring the total RCRRA share of work under Letters of No Prejudice to \$24.9 million. If the project is not completed, there will not be Federal reimbursement for the Federal share of these funds. This LONP approval does not require any change in the timing or final amount of contributions to the Central Corridor project already identified in the Construction Funding Agreement.

The work will not occur without a Letter of No Prejudice from FTA.

Since LONP activities occur prior to an FFGA, funding shares are twice the final percentages. 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 April of 2011

ATTACHMENTS:

1. R09-24, dated June 9, 2009
2. R10-13, dated January 26, 2010
3. R10-32, dated May 11, 2010
4. R10-53, dated November 16, 2010
5. Central Corridor – Power Point Presentation (Mark Furhmann, Director of the Central Corridor Light Rail Transit Project, will provide information regarding the funding request)

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

R10-53, dated November 16, 2010 approved \$5.8 million for construction through March, 2011.

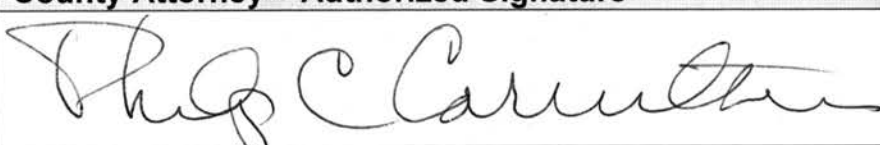
COUNTY MANAGER'S COMMENTS:

Approval of this LONP allows the Central Corridor project to take full advantage of the 2011 construction season to maintain schedule and budget.

SUBJECT: Approve funding to continue Central Corridor construction activities through April of 2011

Regional Railroad Authority – Authorized Signature	Date
	2/23/11

Budgeting & Accounting – Authorized Signature	Date
	2/23/11

County Attorney – Authorized Signature	Date
	2/23/2011

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approve funding to continue Central Corridor construction activities through April 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 April of
8 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 through April of 2011, upon receipt of a Federal
18 Transit Authority Letter of No Prejudice, up to a Ramsey County Regional Railroad Authority share
19 of \$9.1 million from the existing Ramsey County Regional Railroad Authority Central Corridor
20 commitment of \$67,000,000.
21
22
23

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date June 9, 2009

No.: R09-24

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 (FTA) and local project partners' requirements; and

WHEREAS, The Metropolitan Council will be conducting preliminary engineering and final design for the project in 2009 and 2010; and

WHEREAS, A draft agreement to conduct preliminary engineering and final design activities has been negotiated between staff from Ramsey County Regional Railroad Authority, Hennepin County Regional Railroad Authority and the Metropolitan Council ; and

WHEREAS, The Ramsey County Regional Railroad Authority contribution for these activities will not exceed \$18,303,438; and

WHEREAS, Some of these activities will include relocation of utilities on 4th Street in downtown Saint Paul upon issuance of a Letter of No Prejudice by the Federal Transit Administration; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby approves the Cooperative Funding Agreement For Preliminary Engineering and Final Design for the Central Corridor for up to \$18,303,438 and authorizes the County Manager to execute the Agreement; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves advanced utility work in downtown Saint Paul upon receipt of a Letter of No Prejudice from the Federal Transit Administration.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Tony Bennett			X
Toni Carter	X		
Rafael Ortega	X		
Victoria Reinhardt	X		
Janice Rettman		X	
Jan Parker	X		
Jim McDonough	X		

Jim McDonough, Chair

By: Tony Bennett

Tony Bennett, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: January 26, 2010

No.: R10-13

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 (FTA) and local project partners' requirements; and

WHEREAS, The Metropolitan Council will be conducting preliminary engineering and final design for the project in 2010; and

WHEREAS, In order to maintain the project schedule Advanced Traffic Improvements need to be made at the University of Minnesota; 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 hereby approve construction of the Advanced Traffic Improvements in the University of Minnesota area, upon receipt of an FTA Letter of No Prejudice, at a cost to the RCRRA of not more than \$600,000 from the existing RCRRA Central Corridor commitment of \$65,900,000.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Tony Bennett	X		
Toni Carter	X		
Rafael Ortega	X		
Jan Parker	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Jim McDonough	X		

Jim McDonough, Chair

By: Tony Bennett
Tony Bennett, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: May 11, 2010 No.: R10-32

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 (FTA) and local project partners' requirements; and

WHEREAS, The project is expected to receive a Full Funding Grant Agreement in the fall of 2010; and

WHEREAS, In order to maintain the project schedule, construction needs to begin in the summer of 2010; and

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

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves early construction work on the Central Corridor, upon receipt of an FTA Letter of No Prejudice, up to an RCRRA share of \$5.9 million from the existing RCRRA Central Corridor commitment of \$67,000,000.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Tony Bennett			Absent
Toni Carter	X		
Rafael Ortega	X		
Jan Parker	X		
Victoria Reinhardt	X		
Janice Rettman	X		
Jim McDonough	X		

Jim McDonough, Chair

By: Tony Bennett
Tony Bennett, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: November 16, 2010 No.: 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 RCRRRA share of \$5.8 million from the existing RCRRRA Central Corridor commitment of \$67,000,000.

Ramsey County Regional Railroad Authority

	YEA	NAY	OTHER
Tony Bennett	☒	☐	☐
Toni Carter	☒	☐	☐
Rafael Ortega	☐	☐	☒ Absent
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Jan Parker	☒	☐	☐
Jim McDonough	☒	☐	☐

Jim McDonough, Chair

By: Tony Bennett
Tony Bennett, Secretary

Central Corridor Light Rail Transit

Ramsey County Regional
Railroad Authority
March 1, 2011



*Improving
mobility*

*Easing
congestion*

*Strengthening
our communities*



Metropolitan Council

Full Funding Grant Agreement Schedule

Central Corridor Light Rail Transit

Dec 27, 2010 Office of Secretary of Transportation

Dec 27, 2010 Office of Management and Budget

Feb 1, 2011 Congressional review

April 2011 Full Funding Grant Agreement

Central Corridor Light Rail Transit

Project Schedule

FTA Grants Entrance into Prelim Engineering (complete)	14-Dec-06
FTA Issues Record of Decision (ROD) (complete)	18-Aug-09
FTA Approves Entry into Final Design (complete)	25-May-10
FTA Approves LONP for Civil East Construction (complete)	14-July-10
CCPO Submits Final FFGA Application (complete)	24-Aug-10
FTA Approves LONP for Civil West Construction (complete)	8-Sept-10
FTA Approves LONP for Systems Construction (complete)	8-Oct-10
FTA Approves LONP for OMF Yard Site Preparation Contract (complete)	28-Oct-10
FTA Approves LONP for Operations and Maintenance Facility (OMF) (complete)	3-Dec-10
FTA Approves Q1 2011 Consolidated LONP (complete)	5-Jan-11
FTA Submits FFGA Package to U.S. Congress for 60-day Review (complete)	1-Feb-11
FTA Approves April 2011 Consolidated LONP	15-Mar-11
FTA Execution of FFGA	April 2011
Begin Revenue Service	2014

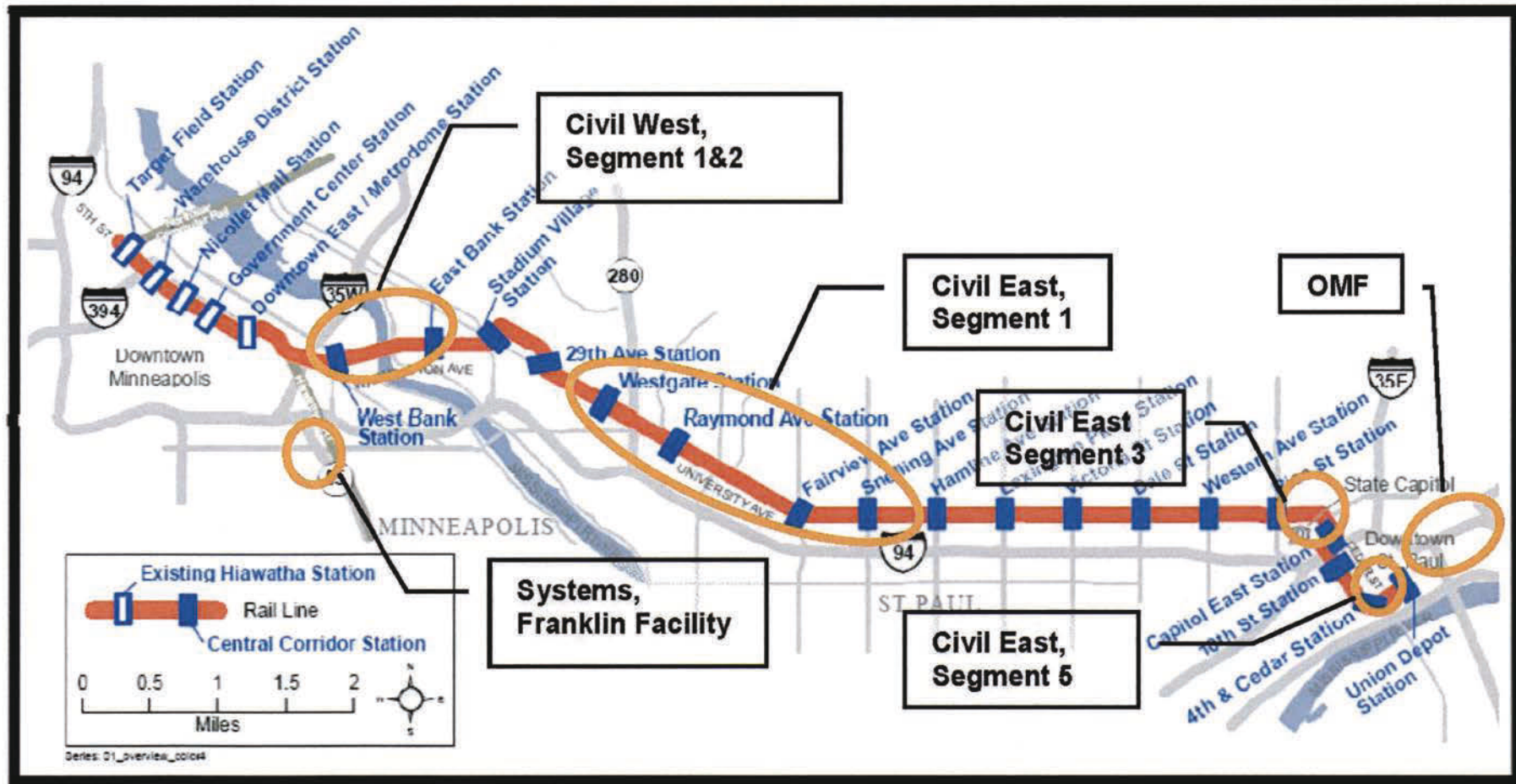
2

April 2011 Consolidated LONP by Contract

Contract Description	Amount (million)
Civil East	\$21.0
Civil West	\$20.7
LRV	\$15.4
Systems	\$5.4
OMF Building	\$2.5
Total	\$65.0

Central Corridor Light Rail Transit

Location of LONP Work



April 2011 Consolidated LONP Funding Sources

Funding Partner	Amount (million)
CTIB	\$39.0
State	\$13.0
RCRRA	\$9.1
HCRRA	\$3.9
Total	\$65.0

Central Corridor
Light Rail Transit

Pre-Award & LONP Contract Commitments Pre FFGA

Agency Commitment	Cumulative through 3/31/11 (in \$ millions)	Cumulative through 4/30/11 (in \$ millions)	Increase (in \$ millions)
CTIB	\$61.1	\$100.1	+\$39.0
State	20.4	33.4	+13.0
RCRRA	14.3	23.4	+9.1
HCRRA	6.1	10.0	+3.9
Total	\$101.9	\$166.9	\$65.0
Total Project budget	\$956.9	\$956.9	+0.0
Percent Pre-FFGA	10.6%	17.4%	+6.8%

Central Corridor Light Rail Transit

More Information

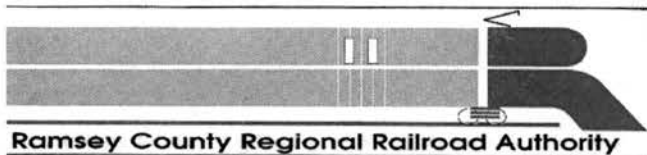
Check out our website:

- www.centralcorridor.org

Contact the Central Corridor Project Office:

- 540 Fairview Avenue North
St. Paul, MN 55104
- Construction Hotline: 651-602-1404
- Comment Line: 651-602-1645
- Email: centralcorridor@metc.state.mn.us





2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 03/01/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

EXECUTIVE SUMMARY

The Minnesota Department of Transportation (Mn/DOT) was provided \$26 million by the 2010 legislature for fund projects promoting intercity passenger rail transportation. Recommendations on projects were made by Mn/DOT's passenger rail forum. The forum recommended that the Ramsey County Regional Railroad Authority receive \$9,767,500 of that funding to support the Union Depot renovation. The Mn/DOT Commissioner concurred with that recommendation. The Union Depot has already received bond allocations totaling \$4,000,000 from the state.

The attached Mn/DOT agreement, number 98245, provides the funding for the project.

ACTION REQUESTED

1. Authorize acceptance of a grant in state bond funds from the Minnesota Department of Transportation for the Union Depot Project, in the amount of \$9,767,500.
2. Authorize the Chair to execute the grant agreement.
3. Authorize the County Manager to approve and execute any agreements, amendments, and change orders, related to the expenditure of these grant funds in accordance with County competitive solicitation policies and procedures in a form approved by the County Attorney's Office and within the limits of the grant funding.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

SUBJECT: Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

ATTACHMENTS:

Mn/DOT Grant Agreement no. 98245

PREVIOUS ACTION:

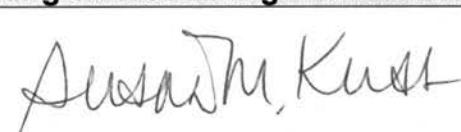
N/A.

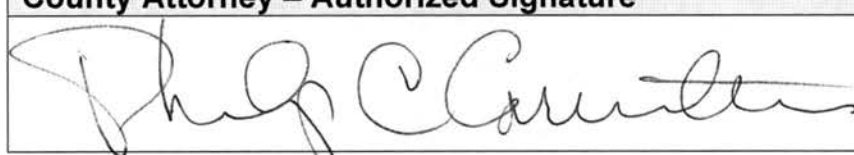
COUNTY MANAGER'S COMMENTS:

This funding is a significant part of the financing for the Union Depot and will help reduce local costs for the project.

SUBJECT: Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

Regional Railroad Authority – Authorized Signature	Date
	2/23/11

Budgeting & Accounting – Authorized Signature	Date
	2/23/11

County Attorney – Authorized Signature	Date
	2/23/2011

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority is developing the Union
2 Depot Multi-Modal Transit Hub to benefit the citizens of Ramsey County, the region and the state;
3 and
4

5 WHEREAS, The Minnesota Department of Transportation awarded a \$9,767,500 grant to
6 the Ramsey County Regional Railroad Authority for the project; and
7

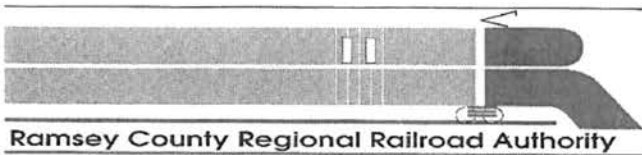
8 WHEREAS, A Grant Agreement has been negotiated with the Minnesota Department of
9 Transportation to provide the funding; Now, Therefore, Be It
10

11 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes acceptance
12 of a grant in state bond funds from the Minnesota Department of Transportation for the Union
13 Depot Project, in the amount of \$9,767,500; and be it further
14

15 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to
16 execute the grant agreement; And Be It Further
17

18 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
19 Manager to approve and execute any agreements, amendments, and change orders, related to the
20 expenditure of these grant funds in accordance with County competitive solicitation policies and
21 procedures in a form approved by the County Attorney's Office and within the limits of the grant
22 funding; And Be It Further
23

24 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
25 Manager to make all necessary budget adjustments including increasing estimated revenues and
26 appropriations.
27



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 03/01/11

Regional Railroad Authority Meeting Date: _____

SUBJECT: Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

EXECUTIVE SUMMARY

The Minnesota Department of Transportation (Mn/DOT) was provided \$26 million by the 2010 legislature for fund projects promoting intercity passenger rail transportation. Recommendations on projects were made by Mn/DOT's passenger rail forum. The forum recommended that the Ramsey County Regional Railroad Authority receive \$9,767,500 of that funding to support the Union Depot renovation. The Mn/DOT Commissioner concurred with that recommendation. The Union Depot has already received bond allocations totaling \$4,000,000 from the state.

The attached Mn/DOT agreement, number 98245, provides the funding for the project.

ACTION REQUESTED

1. Authorize acceptance of a grant in state bond funds from the Minnesota Department of Transportation for the Union Depot Project, in the amount of \$9,767,500.
2. Authorize the Chair to execute the grant agreement.
3. Authorize the County Manager to approve and execute any agreements, amendments, and change orders, related to the expenditure of these grant funds in accordance with County competitive solicitation policies and procedures in a form approved by the County Attorney's Office and within the limits of the grant funding.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

1

SUBJECT: Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

ATTACHMENTS:

Mn/DOT Grant Agreement no. 98245

PREVIOUS ACTION:

N/A.

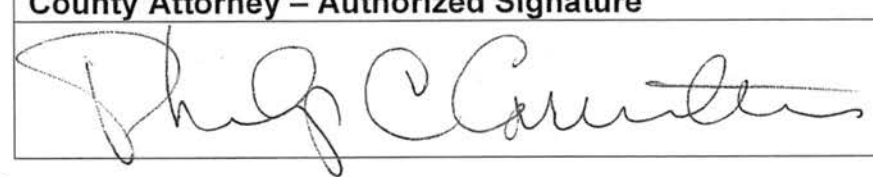
COUNTY MANAGER'S COMMENTS:

This funding is a significant part of the financing for the Union Depot and will help reduce local costs for the project.

SUBJECT: Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

Regional Railroad Authority – Authorized Signature	Date
	2/23/11

Budgeting & Accounting – Authorized Signature	Date
	2/23/11

County Attorney – Authorized Signature	Date
	2/23/2011

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority is developing the Union
2 Depot Multi-Modal Transit Hub to benefit the citizens of Ramsey County, the region and the state;
3 and
4

5 WHEREAS, The Minnesota Department of Transportation awarded a \$9,767,500 grant to
6 the Ramsey County Regional Railroad Authority for the project; and
7

8 WHEREAS, A Grant Agreement has been negotiated with the Minnesota Department of
9 Transportation to provide the funding; Now, Therefore, Be It
10

11 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes acceptance
12 of a grant in state bond funds from the Minnesota Department of Transportation for the Union
13 Depot Project, in the amount of \$9,767,500; and be it further
14

15 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to
16 execute the grant agreement; And Be It Further
17

18 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
19 Manager to approve and execute any agreements, amendments, and change orders, related to the
20 expenditure of these grant funds in accordance with County competitive solicitation policies and
21 procedures in a form approved by the County Attorney's Office and within the limits of the grant
22 funding; And Be It Further
23

24 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County
25 Manager to make all necessary budget adjustments including increasing estimated revenues and
26 appropriations.
27

Attachment:

Mn/DOT Agreement No 98245

General Obligation Bond Proceeds

Grant Agreement - Construction Grant for the Union Depot Multi-Modal Transit Hub State Project No. 091-595-028

TABLE OF CONTENTS

RECITALS

Article I - DEFINITIONS

Section 1.01 – Defined Terms

Article II - GRANT

Section 2.01 – Grant of Monies

Section 2.02 – Public Ownership

Section 2.03 – Use of Grant Proceeds

Section 2.04 – Operation of the Real Property and Facility

Section 2.05 – Public Entity Representations and Warranties

Section 2.06 – Ownership by Leasehold or Easement

Section 2.07 – Event(s) of Default

Section 2.08 – Remedies

Section 2.09 – Notification of Event of Default

Section 2.10 – Survival of Event of Default

Section 2.11 – Term of Grant Agreement

Section 2.12 – Modification and/or Early Termination of Grant

Section 2.13 – Excess Funds.

Article III – USE CONTRACTS

Section 3.01 – General Provisions

Section 3.02 – Initial Term and Renewal

Section 3.03 – Reimbursement of Counterparty

Section 3.04 – Receipt of Monies Under a Use Contract

Article IV – SALE

Section 4.01 – Sale

Section 4.02 – Proceeds of Sale

Article V – COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 – State Bond Financed Property

Section 5.02 – Preservation of Tax Exempt Status

Section 5.03 – Changes to G.O. Compliance Legislation or the Commissioner's Order

Article VI – DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 – The Advances

Section 6.02 – Draw Requisitions

Section 6.03 – Additional Funds

Section 6.04 – Condition Precedent to Any Advance

Section 6.05 – Construction Inspections

6

Article VII- MISCELLANEOUS

- Section 7.01 – Insurance
- Section 7.02 – Condemnation
- Section 7.03 – Use, Maintenance, Repair and Alterations
- Section 7.04 – Records Keeping and Reporting
- Section 7.05 – Inspections by State Entity
- Section 7.06 – Data Practices
- Section 7.07 – Non-Discrimination
- Section 7.08 – Worker's Compensation
- Section 7.09 – Antitrust Claims
- Section 7.10 – Review of Plans and Cost Estimates
- Section 7.11 – Prevailing Wages
- Section 7.12 – Liability
- Section 7.13 – Indemnification by the Public Entity
- Section 7.14 – Relationship of the Parties
- Section 7.15 – Notices
- Section 7.16 – Binding Effect and Assignment or Modification
- Section 7.17 – Waiver
- Section 7.18 – Entire Agreement
- Section 7.19 – Choice of Law and Venue
- Section 7.20 – Severability
- Section 7.21 – Time of Essence
- Section 7.22 – Counterparts
- Section 7.23 – Matching Funds
- Section 7.24 – Source and Use of Funds
- Section 7.25 – Project Completion Schedule
- Section 7.26 – Third-Party Beneficiary
- Section 7.27 – Public Entity Tasks
- Section 7.28 – State Entity and Commissioner
Required Acts and Approvals.
- Section 7.29 – Applicability to Real Property and Facility
- Section 7.30 – E-Verification
- Section 7.31 – Additional Requirements

Attachment I – DECLARATION

Attachment II – LEGAL DESCRIPTION OF REAL PROPERTY

Attachment III – SOURCE AND USE OF FUNDS

Attachment IV – PROJECT COMPLETION SCHEDULE

General Obligation Bond Proceeds

**Grant Agreement - Construction Grant
for the Union Depot Multimodal Transit Facility – Phase 1 SP 91-595-28_
Project**

THIS AGREEMENT shall be effective as of _____, 2011, and is between the Ramsey County Regional Rail Authority (RCRRA), a Local Government Unit (the "Public Entity"), and the Minnesota Department of Transportation (the "State Entity").

RECITALS

A. Under the provisions contained in MN Statutes Section 174.03, Subd. 1b, the Public Entity has been given the authority to implement capital improvements and betterments for intercity passenger rail projects as identified in the statewide freight and passenger rail plan under Minnesota Statutes, section 174.03, subdivision 1b, which are determined to be eligible for USDOT funding; and

B. Under the provisions contained in Laws of Minnesota 2009, Chapter 93, Sec. 11, Subd.5, (the "G.O. Bonding Legislation") the State of Minnesota has allocated \$9,767,500 (the "G.O. Grant"), which is to be given to the Public Entity as a grant to assist it in the capital improvements and betterments in "Bid Package 1" – Demolition – Site, Traindeck (Select MEP, Concrete, Misc.), Earthwork, Abatement & Environmental Cleanup and Piles as authorized by such legislation; and

C. Under the provisions contained in Minnesota Statutes 398A, the Ramsey County Regional Rail Authority has been given the authority to provide a means whereby one or more municipalities, with state and federal aids as may be available, may provide for the preservation and improvement of local rail service for agriculture, industry, or passenger traffic and provide for the preservation of abandoned rail right-of-way for future transportation uses, when determined to be practicable and necessary for the public welfare, particularly in the case of abandonment of local rail lines; and

D. The monies allocated to fund the grant to the Public Entity are proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution; and

E. The Public Entity's receipt and use of the G.O. Grant to acquire an ownership interest in and/or improve real property (the "Real Property") and, if applicable, structures situated thereon (the "Facility") will cause the Public Entity's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695 (the "G.O. Compliance Legislation") and in that certain "Second Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated March 9, 2010 (the "Commissioner's Order"), even though such funds may only be a

8

portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

F. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Public Entity, and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Advance(s)” – means an advance made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the Union Depot Multi-Modal Transit Hub State Project No. 091-595-028 Project, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will be used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Architect”, if any – means, Timothy Mayasich, Director, Ramsey County Regional Railroad Authority, will administer the Construction Contract Documents on behalf of the Public Entity.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of the Minnesota Department of Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means that certain “Second Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated March 9, 2010.

“Completion Date” – means December 31, 2012 - the date of projected completion of the Project.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” – means the work to be performed under the Construction Contract Documents.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when an Advance is requested, as referred to in Section 6.02.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means the St. Paul Union Depot Transit Hub, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the G.O. Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes

that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonding Legislation” – means the legislation delineated in Recital B hereinabove as the G.O. Bonding Legislation.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the G.O. Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695 as such may subsequently be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Governmental Program” – means the operation of the Real Property and, if applicable, Facility for the purpose specified and identified in Recital C of this Agreement as the Governmental Program.

“G.O. Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “G.O. Grant” in Recital B to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Inspecting Engineer”, if any - means the State Entity's construction inspector, or its designated consulting engineer.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

"Lessor/Grantor" – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

"Outstanding Balance of the G.O. Grant" – means the portion of the G.O. Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

"Ownership Value", if any – means the value, if any, of the Public Entity's ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity's execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$19,500,000 (Market Value); provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank "Not Applicable" is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank "Not Applicable" should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

"Project" - means the Public Entity's acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the G.O. Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section.)*

"Public Entity" - means the entity identified as the "Public Entity" in the lead-in paragraph of this Agreement.

"Real Property" - means the real property located in the County of Ramsey, State of Minnesota, legally described in **Attachment II** to this Agreement.

"Real Property/Facility Lease" - means a long-term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were*

left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the G.O. Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The G.O. Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the G.O. Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will

possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- ☒ Fee simple ownership of the Real Property.
- ☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☐ An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- ☒ Fee simple ownership of the Facility.
- ☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☐ Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the G.O. Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the G.O. Grant for any other purpose.

(Check all appropriate boxes.)

- ☐ Acquisition of fee simple title to the Real Property.
- ☐ Acquisition of a leasehold interest in the Real Property.
- ☐ Acquisition of an easement for the Real Property.

- ☒ Improvement of the Real Property.
- ☐ Acquisition of fee simple title to the Facility.
- ☐ Acquisition of a leasehold interest in the Facility.
- ☐ Construction of the Facility.
- ☒ Renovation of the Facility.
- ☐ _____ «17»
(Describe other or additional purposes.)

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for the operation of the Governmental Program or for such other use as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use

Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 Public Entity Representations and Warranties. The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the G.O. Grant for the purpose or purposes described in Recital B of this Agreement.

C. It has legal authority to operate the Governmental Program.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the G.O. Bonding Legislation.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the

Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the G.O. Grant to complete and fully pay for the Project.

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

W. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

X. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this*

Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the G.O. Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this

Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the G.O. Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the G.O. Bonding Legislation.

D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

F. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.W.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the G.O. Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions of Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the G.O. Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions of Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if

applicable, Facility is first used for the operation of the Governmental Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 Modification and/or Early Termination of Grant. If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the G.O. Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the G.O. Grant shall terminate. In such event, (i) if none of the G.O. Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the G.O. Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the G.O. Grant has been disbursed by such dates then the State Entity shall have no further obligation to provide any additional funding for the G.O. Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the G.O. Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III
USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents is not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 General Provisions. If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

- A. The purpose for which it was entered into must be to operate the Governmental Program in the Real Property and, if applicable, Facility.
- B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.
- C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the Governmental Program and must describe such program.
- D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the Governmental Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the Governmental Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the Governmental Program.
- E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the Governmental Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.
- F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the Governmental Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the G.O. Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Agreement beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Agreement to expire at the end of its original term and thereafter directly operate the governmental program in the Real

Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the Governmental Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the G.O. Grant and the denominator of which is sum of the G.O. Grant and the Approved Debt.

Article IV
SALE

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the Governmental Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the Governmental Program.

Section 4.02 **Proceeds of Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the G.O. Grant, and if the amount of such net proceeds shall

be less than the amount of the Outstanding Balance of the G.O. Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 402.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the G.O. Grant.

Article V
COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION
AND THE COMMISSIONER'S ORDER

Section 5.01 **State Bond Financed Property.** The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the G.O. Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the G.O. Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the G.O. Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor otherwise

omit, take, or cause to be taken any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order. In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 The Advances. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the G.O. Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the G.O. Grant. If the amount of G.O. Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the G.O. Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the G.O. Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to make Advances shall terminate as of the dates specified in such Section even if the entire G.O. Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the G.O. Bonding Legislation, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

Cumulative Advances $\leq$ (G.O. Grant) $\times$ (percentage of matching funds, if any, required under Section 7.23 that have been disbursed)

Formula #2

Cumulative Advances $\leq$ (G.O. Grant) $\times$ (percentage of Project completed)

Section 6.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the G.O. Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Public Entity.

Section 6.03 Additional Funds. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the G.O. Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State

Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 **Condition Precedent to Any Advance.** The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the G.O. Grant delineated in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other

than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair of the Minnesota House of Representatives Capital Investment Committee has, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefore, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the

amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 **Construction Inspections.** The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in

additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefore, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use agreement.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as

may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the Governmental Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the G.O. Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the G.O. Bonding Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow and will require any entity to whom it leases, subleases, or enters into a

Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181 subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 Review of Plans and Cost Estimates. The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair of the Minnesota House of Representatives Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the G.O. Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to

the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, rails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice arenas, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the Governmental Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the Governmental Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a "municipality" as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys' fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 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 Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons 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 Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

RCGC West, Suite 6560
50 West Kellogg Blvd.
St. Paul, MN 55102
Attention: Timothy A. Mayasich

To the Mn/DOT at:

Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Lynnette Roshell,
Agreements & Special Program Engineer

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the

Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project: NONE

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the G.O. Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the G.O. Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the G.O. Bonding Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 **Project Completion Schedule.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.30 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Governor's Executive Order 08-01 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order and impose a similar requirement in any Use Agreement to which it is a party.

Section 7.31 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.
NONE

[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the Union Depot Multi-Modal Transit Hub State Project No. 091-595-028 Project on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

Ramsey County Region Rail Authority,
Local Government Unit

By: _____
Jim McDonough

Its: Chair,

Dated: _____, _____

STATE ENTITY:

Minnesota Department of Transportation,

By: _____
Thomas Sorel, Commissioner

Dated: _____, _____

OFFICE OF CONTRACT MANAGEMENT

By: _____
Contract Administrator

Dated: _____

Attachment I to Grant Agreement

**State of Minnesota
General Obligation Bond Financed
DECLARATION**

The undersigned has the following interest in the real property located in the County of Ramsey, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively referred to as the "Restricted Property"):

(Check the appropriate box.)

☒

a fee simple title,

☐

a lease, or

☐

an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that General Obligation Bond Proceeds Grant Agreement Construction Grant for the Union Depot Multi-Modal Transit Hub State Project No. 091-595-028 Project between the Minnesota Department of Transportation and Ramsey County Regional Rail Authority, dated _____, 2011 (the "G.O. Grant Agreement").

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for as long as the G.O. Grant Agreement is in force and effect; at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of Transportation and the Commissioner of Minnesota of Management and Budget, or their successors, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota of Management and Budget, or its successor.

RAMSEY COUNTY REGIONAL RAIL
AUTHORITY, a regional rail authority

By: _____

Jim McDonough

Its: Chair

Dated: _____, _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Jim McDonough, Chair, and _____, _____, of the Ramsey County Regional Rail Authority, a regional rail authority.

Notary Public

This instrument was drafted by:)

Merry Daher
Office of State Aid
Minnesota Department of Transportation
395 John Ireland Blvd, MS 500
St Paul, MN 55155

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

**Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY**

«28»

50

**Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT**

Source of Funds		Use of Funds	
<u>Identify Source of Funds</u>	<u>Amount</u>	<u>Identify Items</u>	<u>Amount</u>
State G.O. Funds		Ownership Acquisition	
G.O. Grant	\$9,767,500	and Other Items Paid for	
		with G.O. Grant Funds	
Other State Funds		Demolition- Site, Traindeck	\$1,667,469
	\$	Earthwork	\$2,888,793
	\$	Abatement & Env. Cleanup	\$2,478,641
		Piles	\$5,874,526
Sub-Total	\$9,767,500	Conc Rest. & Pile Caps	\$6,320,054
		Selective Demolition	\$1,130,119
Matching Funds		Site Services - Layout	\$1,666,627
	\$	Temporary Protection,	
	\$	Equipment	
Sub Total	\$	Sub Total	\$22,026,229
Other Public Entity Funds		Items Paid for with	
RCRRA funds	\$12,026,229	Non- G.O. Grant Funds	
	\$		\$
			\$
Sub-Total	\$12,026,229		\$
		Sub Total	\$
Loans			
	\$		
	\$		
Sub-Total	\$		
Other Funds			
	\$		
	\$		
Sub-Total	\$		
Prepaid Project Expenses			
	\$		
	\$		
Sub-Total	\$		
TOTAL FUNDS	\$22,026,229	TOTAL PROJECT	\$22,026,229

**Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE**

Abatement & Env Cleanup completion date - Jul 22, 2011

Selective Demolition completion date – Aug 15, 2011

Piles completion date - Nov 3, 2011

Pile caps completion date – Nov 10, 2011

Conc. Rest. completion date - Nov 29, 2011

Demolition – Site, Traindeck completion date - Feb 1, 2012

Earthwork completion date - Sept 30, 2012

Site Services completion date – Layout Temporary Protection Dec 30, 2012

Expected project completion date – December 31, 2012

Chicago Title Insurance Company

OWNER'S POLICY

SCHEDULE A

EXHIBIT A

Parcel A:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including part of Block 30, City of St. Paul, and vacated Public Levee located Westerly of the West line of Sibley Street, Easterly of the East line of Jackson Street, Northerly of Line "A" as hereinafter described and Southerly of Line "B" as hereinafter described.

Line "A":

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Westerly line of Sibley Street a distance of 52.51 feet to the place of beginning of line to be described; thence on a straight line bearing South 62 degrees, 49 minutes, 05 seconds West to intersection with the Easterly line of Jackson Street.

Line "B":

Beginning at the Northeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Easterly line of Lot 12, Block 30, City of St. Paul, a distance of 50.12 feet to the place of beginning of line to be described; thence on a straight line bearing South 37 degrees, 04 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 38 degrees, 51 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 40 degrees, 39 minutes, 22 seconds West a distance of 44 feet; thence on a straight line bearing South 43 degrees, 34 minutes, 52 seconds West a distance of 22 feet; thence on a straight line bearing South 49 degrees, 41 minutes, 62 seconds West a distance of 68.24 feet, more or less, to intersection with the Easterly line of Jackson Street. Except Second Street.

Parcel B:

All that part of Second Street lying Westerly of the Westerly right-of-way line of Sibley Street and Easterly of the Easterly right-of-way line of Jackson Street, subject to easement for Second Street as contained in Document Number 1654959.

Parcel C:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including all of Blocks 3 and 4 of Hopkins Addition to St. Paul, all of Block 29 of the City of St. Paul, vacated streets, alleys and Public Levee, contained within the following described boundaries:

Beginning at the Southwesterly corner of Block 29 of the City of St. Paul; thence on a straight line with an assumed bearing of North 34 degrees, 36 minutes West along the Southwesterly line of said

This Policy is invalid unless the cover sheet and Schedule B are attached.

Schedule A consists of 6 page(s)

LSM
5-2-2-0

Chicago Title Insurance Company

OWNER'S POLICY

SCHEDULE A

Block 29 to the Northwest corner of said Block 29; thence continue on said last described line bearing North 34 degrees, 36 minutes West for a distance of 7.37 feet to the Southeasterly line of Kellogg Boulevard being the place of beginning of tract of land to be described; thence on a straight line bearing South 10 degrees, 39 minutes, 55 seconds West for a distance of 42.26 feet to the West line of the East 30 feet of Sibley Street; thence on a straight line bearing South 34 degrees, 36 minutes East along said West line of the East 30 feet of Sibley Street for a distance of 362.37 feet to the Northerly line of the Union Pacific Railroad Company right of way; thence on a straight line bearing North 62 degrees, 49 minutes, 05 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 561.32 feet; thence continuing along said Northerly line of Union Pacific Railroad Company right of way on a tangential curve concave to the Northwest with a delta angle of 7 degrees, 09 minutes, 10 seconds and a radius of 928.37 feet for a distance of 115.90 feet; thence on a straight line bearing North 55 degrees 39 minutes 55 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 294.38 feet to the Easterly line of vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said Easterly line of vacated Broadway Street for a distance of 406.37 feet; thence on a straight line bearing South 77 degrees, 7 minutes, 25 seconds West for a distance of 42.91 feet to the centerline of said vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said centerline of vacated Broadway Street for a distance of 47.30 feet to said Southeasterly line of Kellogg Boulevard; thence on a straight line bearing South 55 degrees 39 minutes 55 seconds West along said Southeasterly line of Kellogg Boulevard for a distance of 900.66 feet to the place of beginning of tract to be described.

Parcel D:

That part of vacated Broadway Street lying Southerly of the Southeasterly line of Kellogg Boulevard (East Third Street), City of St. Paul, Ramsey County, Minnesota, described as follows:

Beginning at the intersection of the Southeasterly line of Kellogg Boulevard (East Third Street) and the Northeasterly line of Broadway Street; thence on a straight line with assumed bearing South 34 degrees, 05 minutes, 48 seconds East along the Northeasterly line of Broadway Street vacated a distance of 58.00 feet; thence on a straight line bearing South 77 degrees, 07 minutes, 25 seconds West a distance of 42.91 feet to intersection with the centerline of Broadway Street vacated; thence on a straight line along the centerline of Broadway Street vacated bearing North 34 degrees, 05 minutes, 48 seconds West a distance of 42.3 feet; thence Northeasterly along the Southeasterly line of Kellogg Boulevard (East Third Street) a distance of 40 feet more or less, to the place of beginning of tract of land to be described.

This Policy is invalid unless the cover sheet and Schedule B are attached.

Schedule A consists of 6 page(s)

Lgm
5.22.08

54

Chicago Title Insurance Company

OWNER'S POLICY

SCHEDULE A

Together with

Parcel E:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 24.00 feet in width and lying 12.00 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 207.31 feet to the point of beginning of the line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58.00 feet, to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel F:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 14 feet in width and lying 7 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes, 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 117.31 feet to the point of beginning of line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58 feet to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel G:

An easement for bridge purposes over and across that part of Sibley Street described as follows: Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29, a distance of 7.37 feet; thence South 10°39'55" West a distance of 42.26 feet; thence South 34°36'00" East a distance of 198.14 feet to the point of beginning of the land to be described; thence continuing South 34°36'00" East a distance of 164.23 feet; thence South 62°49'05" West a distance of 81.26 feet to the Southwesterly line of Sibley Street; thence North 34°24'38" West along said Southwesterly line of Sibley Street, a

This Policy is invalid unless the cover sheet and Schedule B are attached.

Schedule A consists of 6 page(s)

LSM
8-22-08

Chicago Title Insurance Company

OWNER'S POLICY

SCHEDULE A

distance of 125.06 feet; thence North 35°43'04" East a distance of 85.14 feet to the point of beginning.

And also together with

Parcel H:

An easement for bridge purposes over and across that part of Second Street lying between Sibley Street and Jackson Street and lying Southeasterly of a line described as: Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on an assumed bearing of North 34 degrees 57 minutes 06 seconds West along the Easterly line of said Lot 12 a distance of 72.52 feet to the point of beginning of the line to be described; thence South 35 degrees 11 minutes 41 seconds West a distance of 80.43 feet; thence Southwesterly along a tangential curve concave to the Northwest having a radius of 760.99 feet, a central angle of 13 degrees 42 minutes 54 seconds for a distance of 182.16 feet to the Easterly line of said Jackson Street and said line there terminating.

Parcel I:

An 80.5 foot wide aerial easement for skyway purposes over and above that part of Sibley Street right-of-way, the centerline of which is described as follows:

Commencing at the northwesterly corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees 36 minutes 00 seconds West, an assumed bearing, along the northwesterly extension of the southwesterly line of said Lot 29, a distance of 7.37 feet; thence South 10 degrees 39 minutes 55 seconds West, 49.26 feet; thence South 34 degrees 36 minutes 00 seconds East 126.34 feet to the point of beginning of the following described center line; thence South 55 degrees 15 minutes 57 seconds West 79.84 feet to the westerly right-of-way of said Sibley Street and there terminating. Sidelines of said skyway easement are prolonged or shortened to terminate at the easterly and westerly right-of-way of said Sibley Street.

The bottom plane of the vertical space contained within said easement shall be 726.00 feet (based on the NVGD 1929 data, City of St. Paul, Bench mark location northeastern corner of Second Street and Jackson Street, top nut hydrant elevation is 708.20 feet) on the easterly right-of-way line and 728.00 feet at the western right-of-way line of said Sibley Street; and a top plane elevation of the vertical plane of said easement shall be 32.00 feet above said elevations cited for the bottom plane, pursuant to Encroachment Permit Document Number 3832061.

This Policy is invalid unless the cover sheet and Schedule B are attached.

Schedule A consists of 6 page(s)

LSM
5-22-01

56

Chicago Title Insurance Company

OWNER'S POLICY

SCHEDULE A

Together with

Parcel J:

Bridge Easement and Air Rights over and across that part of Kellogg Boulevard described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southeasterly line of Block 29 a distance of 7.37 feet; thence North 55°39'55" East along the Southeasterly line of Kellogg Boulevard a distance of 139.15 feet; thence North 34°20'05" East a distance of 58.00 feet to the Northwesterly line of Kellogg Boulevard; thence North 55°39'55" East along said Northeasterly line of Kellogg Boulevard, a distance of 132.25 feet; thence South 34°20'05" East a distance of 58.00 feet, to said Southeasterly line of Kellogg Boulevard; thence South 55°39'55" West along said Southeasterly line of Kellogg Boulevard, a distance of 132.25 feet to the point of beginning, as established in Document Number 1962508.

This Policy is invalid unless the cover sheet and Schedule B are attached.

Schedule A consists of 6 page(s)

LSA
5-22-08

57

EXHIBIT A

(Legal Description)

Parcel 2:

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

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

Abstract Property.

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

EXHIBIT A

Legal Description of Property

[Tax parcel # 32-29-22-34-0018]

CONSECO ROADWAY EASEMENT RESERVATION FOR THE DEPARTMENT OF PUBLIC
WORKS

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.

EXHIBIT A

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.