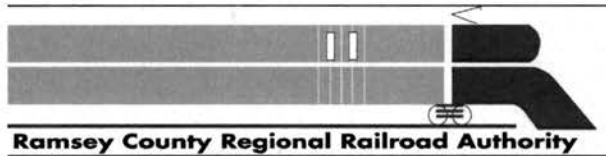




Ramsey County Regional Railroad Authority.
Records.

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Union Depot, Suite 200
214 4th Street East
St. Paul, Minnesota 55101
(651) 266-2760

REGIONAL RAILROAD AUTHORITY MEETING

July 24, 2012

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

.....
ROLL CALL and Call to Order

AGENDA of the July 24, 2012 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the May 22, 2012 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Amendment One to the contract with Mortenson Construction for renovation of the Union Depot

Board Action Requested:

- 1) Approve Amendment One to the Mortenson Construction Manager at Risk Agreement for the Union Depot Multi-Modal Transit Hub to modify bonding requirements in the Agreement.
- 2) Authorize the Chair to execute Amendment One.

2. Red Rock Corridor – Reassignment of Funds

Board Action Requested:

- 1) Authorize \$200,000 from FTA 5339 earmarks #E2006-ALTA-004 and #E2007-ALTA-005 to be reassigned to Washington County Regional Railroad Authority for use by the Red Rock Corridor Commission on a Red Rock Corridor Alternatives Analysis Update study.
- 2) Request the Metropolitan Council and Washington County Regional Railroad Authority to enter into a subrecipient agreement for the purposes of implementing this redirection of funds.

3. Contract with Jones Lang LaSalle to provide property management and activation and development services at Union Depot

Board Action Requested:

- 1) Approve a contract with Jones Lang LaSalle, 200 East Randolph Drive, Chicago, IL 60601 for property management and activation and development services at the Union Depot for the period of 07/24/2012 through 12/31/2017, in the amount of 4% of gross revenues with a monthly minimum of \$25,000 including fees and reimbursable expenses.
- 2) Authorize the Chair to execute the contract.
- 3) Authorize the Ramsey County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

(Continued)

POLICY AGENDA

4. Presentation of the 2013 Supplemental Budget

Board Action Requested:

None. For information only.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

May 22, 2012

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

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

AGENDA

Commissioner Carter moved approval of the Agenda of the May 22, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 6. Nays – 0.

MINUTES

Commissioner Parker moved approval of the Minutes of the May 15, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Bennett. Commissioner Rettman noted a typo in the minutes. The minutes were approved as amended. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 6. Nays – 0.

1. Gateway Corridor contract amendment payment

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Parker, Reinhardt, Rettman, Bennett, Carter, McDonough – 6. Nays – 0. (R12-26)

WHEREAS, The Gateway (I-94) Corridor begins at the Union Depot in downtown St. Paul and travels east to the St. Croix River; and

WHEREAS, The Gateway Corridor Commission was formed in 2010 with the Regional Railroad Authorities of Ramsey and Washington County and the communities of St. Paul, Maplewood, Oakdale, Woodbury, Lake Elmo, West Lakeland Township, Afton, and Lakeland; and

WHEREAS, The Gateway Corridor Commission entered into a contract with CH2MHILL (Consultant) for the completion of the Gateway Corridor Alternatives Analysis; and

WHEREAS, Analysis and been completed on eight build alternatives and results have been presented to the Gateway Corridor Commission and the general public; and

WHEREAS, Following the presentation of the results, many questions were left unanswered; and

WHEREAS, Additional analysis and optimization of alternatives is needed to answer these questions and allow the Gateway Corridor Commission and the general public to reach a conclusion on the most promising transit alternative(s) for the Gateway Corridor; and

WHEREAS, The additional analysis and optimization of build alternatives will cost \$199,799 with the cost to be split between the Washington County Regional Railroad Authority, the Ramsey County Regional Railroad Authority and the Metropolitan Council; and

WHEREAS, On April 12, 2012, the Gateway Corridor Commission approved a resolution of support for adding the additional analysis and optimization of the build alternatives to the scope of work for the Alternatives Analysis contingent upon approval of the funding by the Ramsey County Regional Railroad Authority, the Washington County Regional Railroad Authority and the Metropolitan Council; and

WHEREAS, The Ramsey County Regional Railroad Authority is responsible for \$80,000 of this cost; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the payment of an additional \$80,000 to the Gateway Corridor Commission to amend the Alternative Analysis work scope and budget to include additional analysis and optimization of the build alternatives; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to make payments all necessary budget adjustments including increasing estimated revenues and appropriations.

2. Amendment Two to the Union Depot TIGER Grant Agreement

Commissioner Parker moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, McDonough – 6. Nays – 0. (R12-27)

WHEREAS, The Ramsey County Regional Railroad Authority has worked to develop the Union Depot Multi-Modal Transit Hub and other transportation projects that benefit the citizens of Ramsey County; and

WHEREAS, The Ramsey County Regional Railroad Authority was awarded a \$40,000,000 2010 Federal Railroad Administration High Speed Intercity Passenger Rail grant for the project; and

WHEREAS, Administration of the grant will be administered as part of the existing Union Depot TIGER grant; and

WHEREAS, Amendment Two to the existing TIGER Grant Agreement has been negotiated with the Federal Highway Administration and the Minnesota Department of Transportation to provide the funding; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment Two to the Grant Agreement with the Federal Highway Administration and the Minnesota Department of Transportation for \$40,000,000 in funding under the Federal Rail Administration High Speed Intercity Passenger Rail program; and be it further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County Manager to execute Amendment Two.

CORRIDOR UPDATES

- High Speed Rail

Commissioner Rettman reported that the next High Speed Rail Commission meeting is being planned for Thursday, June 7, and will take place at the Union Depot to include a tour of the facility.

- Rush Line

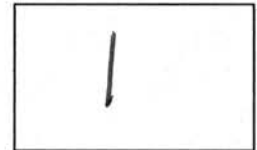
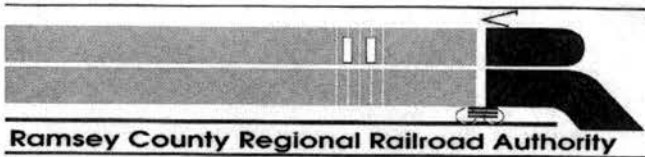
Commissioner Reinhardt reported that the Rush Line Task Force met last Thursday, May 17, and they are looking at the integration of Metro Transit route 275 with the Rush Line route 285; there is an interim and long-term plan. Task Force members directed staff to move forward with exploring these options. It is important that they assure there are options for riders coming from Forest Lake and Columbus. They also made it clear to Metro Transit that a stop at the Union Depot is critical. Commissioner Reinhardt also reported that the Task Force's next meeting will take place on Thursday, July 19 at 1pm the Union Depot, which will include a tour of the facility.

- Central Corridor

Commissioner McDonough encouraged the commissioners to take a drive down University Avenue to see the changes taking place on the corridor. He said there are construction impacts but the progress is exciting.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:15 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 7/24/2012

Regional Railroad Authority Meeting Date: _____

SUBJECT: Amendment One to the contract with Mortenson Construction for renovation of the Union Depot

EXECUTIVE SUMMARY

The contract between the Ramsey County Regional Railroad Authority (RCRRA) and Mortenson Construction dated November 8, 2010, for the Union Depot Multi-Modal Transit Hub project required a performance bond for the total cost of the project, including design work and contingencies. The costs of such bonds are calculated by insurers as a percentage of the project cost. A performance bond for the non-construction items provides no protection for RCRRA and adds cost to the project. County legal and risk management staff have negotiated a contract amendment with Mortenson that reduces the bond premium to the construction cost on work that has been substantially completed.

The savings to RCRRA through this amendment will vary depending on the contingency remaining at the end of the project but will total approximately \$200,000 due to removing design and other non-construction costs from the bonding calculation.

ACTION REQUESTED

1. Approve Amendment One to the Mortenson Construction Manager at Risk Agreement for the Union Depot Multi-Modal Transit Hub to modify bonding requirements in the Agreement.
2. Authorize the Chair to execute Amendment One.

SUBJECT: Amendment One to the contract with Mortenson Construction for renovation of the Union Depot

ATTACHMENTS:

Amendment One to the Mortenson Construction Manager at Risk Agreement for the Union Depot Multi-Modal Transit Hub (The Mortenson Agreement is on file with the RCRRA Office).

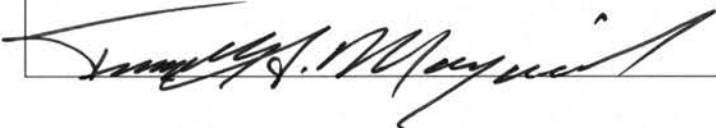
PREVIOUS ACTION:

R10-47 resolution approving the Mortenson Construction Manager at Risk Contract

COUNTY MANAGER'S COMMENTS:

This amendment reduces project costs by better tailoring the contract to bonding requirements.

SUBJECT: Amendment One to the contract with Mortenson Construction for renovation of the Union Depot

Regional Railroad Authority – Authorized Signature	Date
	7/10/12

Budgeting & Accounting – Authorized Signature	Date
Abby Goldsmith for Sue Kuss	7-10-12

County Attorney – Authorized Signature	Date
Paul B. Juhn	7/12/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Amendment One to the contract with Mortenson Construction for renovation of the Union Depot

DRAFT RESOLUTION

1 WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has worked to
2 develop the Union Depot Multi-Modal Transit Hub to benefit the citizens of Ramsey County; and
3

4 WHEREAS, An Agreement dated November 8, 2010 is in place between RCRRA and
5 Mortenson Construction to carry out the project; and
6

7 WHEREAS, The contract includes bonding requirements that can be modified to result in a
8 savings to RCRRA; and
9

10 WHEREAS, An Amendment to the Agreement has been negotiated to reduce bonding
11 costs; Now, Therefore, Be It
12

13 RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment One
14 to the Mortenson Construction Manager at Risk Agreement for the Union Depot Multi-Modal
15 Transit Hub to modify bonding requirements in the Agreement; and be it further
16

17 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
18 execute Amendment One.

Attachment

AMENDMENT NUMBER ONE TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK FOR RENOVATION OF THE UNION DEPOT MULTIMODAL TRANSIT AND TRANSPORTATION HUB IN SAINT PAUL, MINNESOTA

WHEREAS, the Ramsey County Regional Railroad Authority ("Owner") and M. A. Mortenson Company, 700 Meadow Lane North, Minneapolis, MN 554322 ("Construction Manager at Risk") entered into an Agreement dated November 8, 2010 ("Agreement"), for Phase 2 services for the renovation of the transit hub at Union Depot ("Project"); and

WHEREAS, The Agreement included provisions regarding the amount of the Payment and Performance bonds that the Construction Manager at Risk is directed by Owner to purchase for the Project; and

WHEREAS, The parties wish to amend the Agreement to clarify the provisions regarding the amount of the Payment and Performance bonds to be purchased by the Construction Manager at Risk for the Project.

Therefore, the parties agree to amend the Agreement as follows:

1. Paragraph 13.7.9 of the Agreement is modified to read as follows:
"§ 13.7.9 Costs for bonds and insurance which the Construction Manager at Risk is required by this Part 2 Agreement to purchase and maintain, or which the Construction Manager at Risk deems necessary for the prosecution of the Work, and the cost of subcontractors' payment and performance bonds required under their subcontracts with the Construction Manager at Risk. Errors & Omissions, primary comprehensive general, automobile, umbrella/excess liability, and pollution shall be reimbursed at a fixed rate, billed each month, based on a 26 month construction schedule, of \$9.79 per thousand dollars of that month's billed amount. Insurance deductibles or the cost of the Construction Manager at Risk's insurance for the deductibles are included in the Cost of the Work. The Construction Manager at Risk's Performance and Payment Bonds will be paid as a lump sum as a Cost of the Work calculated at \$9.33 per \$1,000 of the amount identified as the "Subtotal Construction Cost" on Exhibit A.2 (11/1/2010 and attached hereto), with a final reconciliation amount billed at the end of the project based on the final Construction Cost. Separate insurance required by railroad companies shall be included in the GMP and itemized separately without any mark up."

2. Bullet seven under the General section in Exhibit A.4. GMP Scope Narrative dated September 21, 2010, is revised to read as follows: "Payment and performance bonds on the "Subtotal Construction Cost" as stated on Exhibit A-2 are included."
3. Exhibit B, Section 5.c.2) is revised to read as follows:
"Furnish both a performance bond and a payment bond on forms specified by the Owner in the RFP dated September 28, 2009, each in the amount of 100% of the "Subtotal Construction Cost", identified on Exhibit A.2."
4. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

Wherefore, the parties have executed this Amendment on the last date written below.

OWNER:

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

Jim McDonough, Chair
Ramsey County Regional Railroad Authority

Date: _____

Approval recommended:

Timothy A. Mayasich, Director
Ramsey County Regional Railroad Authority

Bruce Thompson, Director
Department of Property Management

Approved as to form and insurance:

Assistant County Attorney

CONSTRUCTION MANAGER AT RISK:

M. A. MORTENSON COMPANY

By: _____
Kenneth L. Sorensen, Vice President

Date: _____

6

Purchase Order or
Aspen Vendor Contract Number:

Funds are Available
Account Number: _____

Budgeting and Accounting

7

Exhibit A.2 (Amendment No. One)

Ramsey County Regional Railroad Authority

The Union Depot

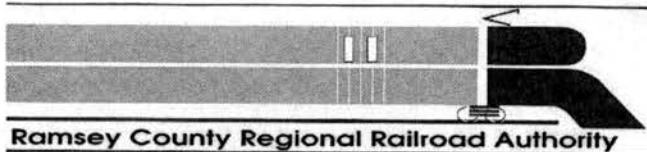
St. Paul, MN

GMP - Major Work Category Detail

November 1, 2020


 Start Date January 2011
 Completion Date December 2012

November 1, 2020	Carriageway				Building Renovation				New Construction				Train Deck				Paving / Site				Track (Rail Construction)				Total Project	
UniForm System Level 2	System Area	Cost per System	Cost per GSF	Total Cost	System Area	Cost per System	Cost per GSF	Total Cost	System Area	Cost per System	Cost per GSF	Total Cost	System Area	Cost per System	Cost per GSF	Total Cost	System Area	Cost per System	Cost per GSF	Total Cost	System Area	Cost per System	Cost per GSF	Total Cost	Total Cost	
Foundations	7,530	\$ 61.55	\$ 61.77	\$ 463,443	4,240	\$ 67.80	\$ 1.51	\$ 287,477	13,804	\$ 58.06	\$ 35.06	\$ 801,466	261,186	\$ 33.26	\$ 379.93	\$ 5,665,689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,238,075	
Basement Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Superstructure	7,530	\$ 34.95	\$ 35.08	\$ 263,209	4,730	\$ 185.02	\$ 4.61	\$ 875,146	44,859	\$ 41.09	\$ 80.63	\$ 1,843,236	257,229	\$ 38.91	\$ 437.78	\$ 10,008,058	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,869,649	
Exterior Enclosure	3,200	\$ 96.21	\$ 41.03	\$ 307,858	70,892	\$ 84.36	\$ 31.51	\$ 5,980,408	35,587	\$ 69.80	\$ 108.05	\$ 2,483,798	6,581	\$ 38.78	\$ 11.16	\$ 255,205	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,027,269	
Roofing	7,530	\$ 4.55	\$ 4.56	\$ 34,247	47,960	\$ 49.01	\$ 12.38	\$ 2,350,121	32,965	\$ 24.95	\$ 35.98	\$ 822,541	246,846	\$ 7.26	\$ 78.40	\$ 1,792,191	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,999,100	
Interior Construction	7,503	\$ 1.54	\$ 1.54	\$ 11,540	189,774	\$ 19.97	\$ 19.97	\$ 3,789,913	22,861	\$ 32.92	\$ 32.92	\$ 752,564	233,072	\$ 0.28	\$ 2.82	\$ 64,387	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,618,405	
Stairs	\$ -	\$ -	\$ -	\$ -	141	\$ 2,241.28	\$ 1.87	\$ 316,020	102	\$ 2,507.30	\$ 11.19	\$ 255,745	\$ -	\$ -	\$ 2.81	\$ 64,180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 635,944	
Interior Finishes	\$ -	\$ -	\$ -	\$ -	189,774	\$ 20.42	\$ 20.42	\$ 3,874,330	22,861	\$ 32.92	\$ 32.92	\$ 752,566	233,072	\$ 1.98	\$ 20.18	\$ 461,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,088,320	
Conveying	\$ -	\$ -	\$ -	\$ -	8	\$ 179,441	\$ 7.52	\$ 1,427,528	24	\$ 55,208	\$ 57.96	\$ 1,325,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,762,528	
Plumbing	7,503	\$ 4.17	\$ 4.17	\$ 31,289	189,774	\$ 2.85	\$ 2.85	\$ 540,553	22,861	\$ 8.76	\$ 8.76	\$ 200,351	233,072	\$ 8.21	\$ 83.71	\$ 1,912,614	1,421,934	\$ 0.11	\$ -	\$ -	\$ 160,631	\$ -	\$ -	\$ -	\$ 2,846,436	
HVAC	7,503	\$ 32.14	\$ 32.14	\$ 241,147	189,774	\$ 22.76	\$ 22.76	\$ 4,319,683	22,861	\$ 23.90	\$ 23.90	\$ 546,455	233,072	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,305,753	
Fire Protection	7,503	\$ 4.59	\$ 4.59	\$ 34,420	189,774	\$ 1.58	\$ 1.58	\$ 300,105	22,861	\$ 6.21	\$ 6.21	\$ 141,907	233,072	\$ 0.82	\$ 6.32	\$ 144,505	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620,937	
Electrical	7,503	\$ 26.44	\$ 26.44	\$ 198,413	189,774	\$ 32.93	\$ 32.93	\$ 6,250,164	22,861	\$ 49.88	\$ 49.88	\$ 1,142,529	233,072	\$ 4.99	\$ 50.83	\$ 1,161,966	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,753,072	
Equipment	\$ -	\$ -	\$ -	\$ -	189,774	\$ 0.95	\$ 0.95	\$ 180,000	22,861	\$ 6.35	\$ 6.35	\$ 145,144	233,072	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325,144	
Furnishings	7,503	\$ 1.93	\$ 1.93	\$ 14,498	189,774	\$ 7.03	\$ 7.03	\$ 1,334,436	22,861	\$ 2.05	\$ 2.05	\$ 46,925	233,072	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,395,859	
Special Construction	\$ -	\$ -	\$ -	\$ -	189,774	\$ 4.10	\$ 4.10	\$ 777,861	\$ -	\$ -	\$ -	\$ -	233,072	\$ 7.30	\$ 74.40	\$ 1,700,780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,478,641	
Selective Building Demolition	7,503	\$ 14.16	\$ 14.16	\$ 106,237	189,774	\$ 5.86	\$ 5.86	\$ 1,111,213	\$ -	\$ -	\$ -	\$ -	233,072	\$ 5.58	\$ 56.88	\$ 1,299,856	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,517,306	
Site Preparation	22,296	\$ 3.34	\$ 9.90	\$ 74,541	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	466,144	\$ 0.75	\$ 15.39	\$ 351,824	1,421,934	\$ 1.39	\$ -	\$ -	\$ 1,969,477	\$ -	\$ -	\$ -	\$ 33,194	\$ 2,429,136
Site Improvements	14,793	\$ 51.74	\$ 102.00	\$ 765,327	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	233,072	\$ 8.23	\$ 83.90	\$ 1,917,979	1,421,934	\$ 4.54	\$ -	\$ -	\$ 6,450,090	\$ -	\$ -	\$ -	\$ 2,481,829	\$ 11,595,225
Site Civil / Mechanical Utilities	14,793	\$ 0.53	\$ 1.04	\$ 7,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.25	\$ 28.630	\$ 1,421,934	1,421,934	\$ 0.74	\$ -	\$ -	\$ 1,050,593	\$ -	\$ -	\$ -	\$ 1,087,023	
Site Electrical Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,421,934	\$ 1.21	\$ -	\$ -	\$ 1,727,136	\$ -	\$ -	\$ -	\$ 35,874	\$ 1,763,010
General Requirements	7,503	\$ 26.85	\$ 26.85	\$ 201,436	189,774	\$ 13.99	\$ 13.99	\$ 2,655,366	22,861	\$ 38.98	\$ 38.98	\$ 891,129	233,072	\$ 10.06	\$ 102.51	\$ 2,343,545	\$ -	\$ -	\$ -	\$ 895,821	\$ -	\$ -	\$ -	\$ 188,192	\$ 7,175,489	
Site Services	7,503	\$ 20.23	\$ 20.23	\$ 151,756	189,774	\$ 10.54	\$ 10.54	\$ 2,000,467	22,861	\$ 29.37	\$ 29.37	\$ 671,347	233,072	\$ 7.58	\$ 77.23	\$ 1,785,551	\$ -	\$ -	\$ -	\$ 674,883	\$ -	\$ -	\$ -	\$ 141,778	\$ 5,405,782	
Threat & Vulnerability Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subtotal Construction Cost				\$ 2,907,162				\$ 38,370,791				\$ 12,822,792				\$ 33,959,494				\$ 12,928,631				\$ 3,059,336	\$ 104,048,106	
Document Completion Allowance		10.00%		\$ 290,716				\$ 3,837,079				\$ 1,282,270				\$ 3,395,948				\$ 1,292,863				\$ 305,934	\$ 10,404,811	
Design Fee / Reimbursables				\$ 254,785				\$ 3,362,829				\$ 1,123,786				\$ 2,423,429				\$ 922,618				\$ 218,321	\$ 8,305,767	
Materials Testing				\$ 14,468				\$ 190,954				\$ 63,913				\$ 169,091				\$ 64,340				\$ 15,225	\$ 517,799	
Escalation		2.00%		\$ 3,461,130				\$ 45,761,652				\$ 15,292,570				\$ 39,947,862				\$ 15,208,451				\$ 3,598,816	\$ 123,278,482	
Subtotal				\$ 69,343				\$ 915,233				\$ 305,851				\$ 796,957				\$ 304,169				\$ 71,976	\$ 2,465,530	
Design Builder Scope Adjustment Allowance				\$ 3,536,473				\$ 46,676,885				\$ 15,598,422				\$ 40,746,819				\$ 15,512,620				\$ 3,870,793	\$ 125,742,012	
Subtotal				\$ 336,979				\$ 4,447,686				\$ 1,486,322				\$ 3,936,356				\$ 1,498,600				\$ 354,618	\$ 12,060,561	
Mortenson Phase I				\$ 3,873,452				\$ 51,124,571				\$ 17,084,744				\$ 44,683,175				\$ 17,011,220				\$ 4,025,411	\$ 137,802,573	
Building Permit				\$ 53,229				\$ 702,551				\$ 234,778				\$ 614,509				\$ 233,948				\$ 55,360	\$ 1,894,375	
Insurance & Bonds				\$ 32,363				\$ 427,148				\$ 142,744				\$ 378,041				\$ 143,923				\$ 34,057	\$ 1,158,276	
Fee				\$ 97,755				\$ 1,290,245				\$ 431,173				\$ 1,141,912				\$ 434,734				\$ 102,872	\$ 3,488,892	
				\$ 122,938				\$ 1,622,629				\$ 542,248				\$ 1,436,083				\$ 548,728				\$ 129,374	\$ 4,400,000	
Construction Manager at Risk Cost				\$ 4,179,737				\$ 56,167,146				\$ 18,435,686				\$ 48,282,721				\$ 18,370,564				\$ 4,347,073	\$ 148,753,816	
Gross Building Square Footage		\$ 557.08	\$ / GSF			\$ 290.70	\$ / GSF			\$ 108.43	\$ / GSF			\$ 207.03	\$ / GSF			\$ -	\$ / GSF			\$ -	\$ / GSF			
Gross Building Square Footage		7,503				189,774				22,861				233,072											453,210	
Total Site Area		22,296				0				0				0				1,421,934				0			1,444,230	
Building Footprint Area		7,503				0				0				0				0				0			7,503	
Net Site Area		14,793				0				0				0				1,421,934				0			1,436,727	



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 7/24/2012

Regional Railroad Authority Meeting Date: _____

SUBJECT: Red Rock Corridor – Reassignment of Funds

EXECUTIVE SUMMARY

The Red Rock Corridor is a thirty (30) mile transit-way corridor that originates in Hastings, extends north to the Union Depot in St. Paul and continues on to Minneapolis generally following Trunk Highway 61, Interstate 94, and the freight tracks. Under the Joint Powers Agreement, the Corridor is managed by the Red Rock Corridor Commission (RRCC) which includes the Ramsey County Regional Railroad Authority (RCRRA). In 2007, the Commission completed an alternatives analysis for the Corridor identifying commuter rail as the preferred long-term transit mode for the Corridor.

On February 23, 2012, RRCC approved its 2012 work plan and budget. Within the approved work plan, the RRCC identified a need to complete an update to the alternatives analysis. Conditions in the corridor and region have changed and there is additional technical data available which may have an influence on the long term vision of the Red Rock Corridor. Updating the alternatives analysis will allow the Commission to make decisions on how to create short and long term transit improvements in the corridor. Previously completed studies and new census and ridership data will be used to complete this study.

The Washington County Regional Railroad Authority (WCRRA) serves as the fiscal agent for the RRCC and will be the lead agency for the alternatives analysis update study. It is anticipated that the study will begin in late 2012 and will take approximately 9 months to complete. It is anticipated that the study will cost up to \$250,000. RRCC desires to use of up to \$200,000 in federal 5339 funds designated for the Red Rock and Rush Line Corridors. The RRCC will provide the required 20% local match through its 2012 budget.

(The Executive Summary is continued on the following page.)

ACTION REQUESTED

1. Authorize \$200,000 from FTA 5339 earmarks #E2006-ALTA-004 and #E2007-ALTA-005 to be reassigned to Washington County Regional Railroad Authority for use by the Red Rock Corridor Commission on a Red Rock Corridor Alternatives Analysis Update study
2. Request the Metropolitan Council and Washington County Regional Railroad Authority to enter into a subrecipient agreement for the purposes of implementing this redirection of funds.

1

SUBJECT: Red Rock Corridor – Reassignment of Funds

(Executive Summary continued)

When the federal 5339 funds were appropriated, funds were designated to go to the Ramsey County Regional Railroad Authority. In order to streamline management of the funds, a reassignment of funds is needed between the WCRRA and the RCRRA. The reassignment of funds to WCRRA will assign the federal funding, the responsibility of grant management, and all the associated federal conditions to the WCRRA. Following reassignment of funds, WCRRA will enter into a subrecipient agreement with Metropolitan Council to access the \$200,000 in federal funds.

SUBJECT: Red Rock Corridor – Reassignment of Funds

ATTACHMENTS:

Red Rock Corridor Commission approved 2012 Work Plan

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

The reassignment of funds and responsibility to Washington County Regional Railroad Authority allows the most effective and efficient management of the grant.

SUBJECT: Red Rock Corridor – Reassignment of Funds

Regional Railroad Authority – Authorized Signature	Date
	6/25/12

Budgeting & Accounting – Authorized Signature	Date
Alby Goldsutter for Sue Koss	6/27/12

County Attorney – Authorized Signature	Date
Paul R. Juhn	7/17/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Red Rock Corridor – Reassignment of Funds

Draft Resolution

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

4
5 WHEREAS, The Red Rock Corridor Commission was formed in 1998 by a Joint Powers
6 Agreement to address the transportation needs of the Red Rock Corridor; and

7
8 WHEREAS, The Ramsey County Regional Railroad Authority is a member of the Red Rock
9 Corridor Commission; and

10
11 WHEREAS, The Red Rock Corridor Commission completed its Alternatives Analysis in
12 2007 which identified commuter rail as the preferred long-term transit mode for the Corridor; and

13
14 WHEREAS, Conditions in the corridor and region have changed and there is additional
15 technical data available which may have an influence on the long term vision of the Red Rock
16 Corridor; and

17
18 WHEREAS, The Red Corridor Commission has identified a need to complete an update to
19 the Alternatives Analysis; and

20
21 WHEREAS, The Alternative Analysis Update study will allow the Red Rock Corridor
22 Commission to make decisions on how to create short and long term transit improvements in the
23 corridor; and

24
25 WHEREAS, An existing FTA grant for the Red Rock and Rush Line Corridors has unspent
26 funds available to allocate to planning activities related to alternative analyses work in these
27 corridors;

28
29 WHEREAS, The Red Rock Corridor Commission desires to use up to \$200,000 in federal
30 5339 funds designated for the Red Rock and Rush Line Corridors in the completion of the
31 alternative analysis update study; and

32
33 WHEREAS, The Red Rock Corridor Commission will provide the federally required 20%
34 local match; and

35
36 WHEREAS, The existing federal 5339 funds were designated to go to Ramsey County
37 Regional Railroad Authority; and

38
39 WHEREAS, The Metropolitan Council is the designated recipient for all funds flowing to the
40 region from the Federal Transit Administration (FTA); and

41
42 WHEREAS, The Washington County Regional Railroad Authority is the fiscal agent for the
43 Red Rock Corridor Commission and will serve as the lead agency to the Red Rock Corridor
44 Alternatives Analysis Update Study; and

45
46 WHEREAS, The reassignment of funds to Washington County Regional Railroad Authority
47 streamlines the management of the grant funds. Now, Therefore, Be it
48

5

49
50 RESOLVED, The Ramsey County Regional Railroad Authority authorizes \$200,000 from
51 FTA 5339 earmarks #E2006-ALTA-004 and #E2007-ALTA-005 to be reassigned to Washington
52 County Regional Railroad Authority for use by the Red Rock Corridor Commission on a Red Rock
53 Corridor Alternatives Analysis Update study; and Be It Further
54

55 RESOLVED, The Ramsey County Regional Railroad Authority requests the Metropolitan
56 Council and Washington County Regional Railroad Authority to enter into a subrecipient
57 agreement for the purposes of implementing this redirection of funds.
58

Red Rock Corridor Commission 2012 Work Plan and Budget

Status: Approved at February 23, 2012 Meeting

1. General Activities

The Red Rock Corridor Commission (RRCC) will work with corridor municipalities, the Counties Transit Improvement Board (CTIB), the Metropolitan Council (Met Council), Metro Transit, and the Minnesota Department of Transportation (Mn/DOT) to continue the advancement of the Red Rock Corridor. To accomplish this, the RRCC will do the following:

1. Offer guidance on corridor studies
2. Coordinate corridor studies with Mn/DOT, Met Council, Metro Transit, the host railroads and other interested parties
3. Monitor progress on corridor studies
4. Offer formal comments as needed;

2. Advocacy and Legislative Coordination

The Commission will continue to develop policy positions and advocate for improved transit to serve the Corridor and the Twin Cities region.

Commission activities include:

1. Informing area legislators and legislative leadership of the need for a transitway improvement in the Red Rock Corridor.
2. Advocating for increased transit funding to improve and expand the existing transit service in the Corridor.
3. Coordinating legislative initiatives with the CTIB and other transitway corridors.
4. Coordinating legislative initiatives with impacted freight railroads to speed the implementation of capacity improvements that benefit passenger and freight rail along the Red Rock and High-Speed Rail corridors.
5. Advocating for High-Speed rail funding at the state and federal level.
6. Establishing positions on legislative initiatives that affect the Red Rock Corridor.
7. Strengthen partnerships with the business communities and partner communities to the south (Goodhue County, Red Wing and the Prairie Island Community).

3. Public Involvement

The Commission's public involvement activities will be separate from, but closely coordinated with the Station Area and Site Master Planning study.

The Commission's activities will include:

1. Reopen membership and continue role of the Citizens Advisory Committee (CAC) formed as part of the Station Area Planning study to ask as liaisons engaging local stakeholders, business members and

citizens in the planning process enabling two-way communication between the project and the community.

2. Presentations to civic and community groups throughout the Corridor.
3. Distribution of newsletters and project updates at various public events including fairs and community festivals.
4. Media recognition of Commission meetings and events through print, radio, and public access television.
5. Coordination of updates to the project website to coincide with the multiple studies being undertaken.
6. Host a website and manage content and consider the use of social media.

4. Management, Policy and Administrative Activities

Commission activities will include:

1. Prepare and adopt the annual Work Plan and Budget
2. Prepare the annual financial report
3. Review insurance needs and procure appropriate insurance
4. Provide Commission and staff administration
5. Manage Commission expenses
6. Manage the consultant selected for each of the various work tasks undertaken by the commission
7. Attend regional/national conferences to educate members on transit alternatives and their impact on the built environment.

5. East Metro Railroad Capacity Analysis Study

The purpose of the East Metro Rail Capacity and Engineering Improvements Study (East Metro Rail Capacity Study) is to evaluate railroad capacity to the north and east of downtown St. Paul and determine engineering improvements needed to implement Amtrak, Red Rock commuter rail, Midwest Regional Rail (high speed) and accommodate future freight growth. This study will be very beneficial to establishing a collaborative working relationship with the railroads for identifying solutions that could accommodate all desired uses.

In the fall of 2011 an additional task was added to analyze in greater detail potential track improvements needed on the portion of the Red Rock corridor between Newport and Hastings. The results of the analysis will help to inform future decisions about the Red Rock Corridor.

The East Metro Rail Capacity Study is being led by the Ramsey County Regional Railroad Authority (RCRRA). The study, which began in June 2010, is anticipated to be completed early 2012. The Ramsey County Regional Railroad Authority is the contract manager for the study. The Red Rock Corridor Commission is a project partner for this study.

6. Advanced Alternatives Analysis

In 2007, the commission completed an Alternatives Analysis (AA) study which identified commuter rail as the long-term transit investment for the Corridor. In addition, the study established an incremental and phased approach to lay the groundwork for eventual commuter and high speed rail service in the Corridor. This approach was divided into short-term (0-5 years), intermediate (5-10 years), and long-term strategies (10+ years). Within each strategy, the goal is to build a strong ridership base, plan for the future and consider lessons learned from other transitways, and outline methods of Corridor advocacy that will lead to the ultimate goal of commuter rail service. A key intermediate-term strategy for the Corridor is to revisit the assumptions for the AA and reevaluate its results. Significant changes have taken place in the five years since the AA was completed which warrant a reevaluation of the results of the AA.

The advanced alternatives analysis study of the Red Rock Corridor will allow the assumptions from the previous Alternatives Analysis to be revisited based on the most up to date data. The results will be an assessment of the current landscape which will allow the Commission to make more informed and strategic decisions about the course of action for the Corridor. The scope, project schedule and funding sources will need to be refined with further input from the Commission

2012 Operating Revenue

Revenue Source	Percentage Due	Amount Due	Fund Balance ⁽¹⁾	Dues
Regional Railroad Authority				
- Ramsey County	37.5%	\$ 26,250	\$ 10,724	\$ 15,526
- Washington County	35%	\$ 24,500	\$ 10,009	\$ 14,491
- Hennepin County	17.5%	\$ 12,250	\$5,005	\$ 7,245
- Dakota County	10%	\$ 7,000	\$ 2,860	\$ 4,140
TOTAL	100%	\$ 70,000	\$ 28,598	\$ 41,402

2012 Operating Expenditures

Expenditure Category	Amount
Corridor Administration / General Activities ⁽²⁾	
- Corridor Insurance	\$ 2,000
- Corridor Memberships	\$ 1,000
- Meeting Supplies/Postage	\$ 2,000
- Publishing/Printing/Advertising	\$ 3,000
- Training	\$ 4,000
- Travel to a National Transit Conference ⁽³⁾	\$ 0
- Travel to learn about another transit System ⁽³⁾	\$ 0
Subtotal	\$12,000
Advocacy and Legislative Coordination	
- Travel to Washington D.C. ⁽³⁾	\$ 0
- Federal/State Advocacy	\$ 0
Subtotal	\$ 0
Public Involvement	
- Website Hosting / Content Management	\$ 5,000
- Communication Services	\$ 20,000
- Special Events	\$ 3,000
Subtotal	\$ 28,000
Contingency	\$ 30,000
TOTAL	\$ 70,000

Operating Budget Notes:

1. \$28,598 of the Commission's \$48,598 end of year fund balance will be used to offset the 2012 budget contribution and the remaining \$20,000 will be held in reserve.
2. The county regional railroad authorities are conducting administrative functions, including mailings. Such items are eligible for reimbursement as approved by the Commission.
3. Out of state travel costs to transit conferences, to learn about another transit system, or advocacy trip to Washington D.C. will be the responsibility of each individual member unless the Commission's Financial Members unanimously approve the use of contingency funds to pay for travel.

2012 Capital Revenue

Revenue Source	Amount
Remaining Federal 5339 funds (2006 & 2007)	\$ 1,200,000
TOTAL	\$ 1,200,000

2012 Capital Expenditures

East Metro Railroad Capacity Analysis

This study is under contract and is being funded with \$1,680,000 in federal 5309 funds through a grant agreement between RCRRA and Met Council. The local match of \$420,000 is from \$400,000 in state bond funds designated for the Red Rock Corridor and a \$20,000 funding contribution from the Red Rock Corridor Commission in 2011.

Revenue sources for this work are listed below:

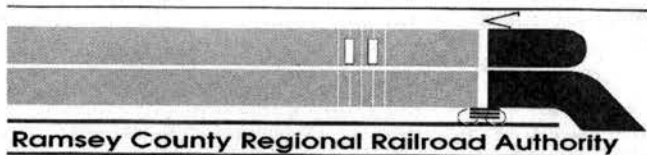
Revenue Source	Amount
Federal Appropriations (2006 & 2007)	\$ 1,680,000
State Bonds (2005 & 2006)	\$ 400,000
RRCC Contribution (2011)	\$ 20,000
TOTAL	\$ 2,100,000

Advanced Alternative Analysis

There are approximately \$1.2 million in remaining 5339 federal funds designated for analysis of the Red Rock and Rush Line corridors. A portion of this funding may be available for future analysis on the Red Rock Corridor. If these funds are available, they require a 20% non-federal match which has not been budgeted. Depending on the scope of advanced alternatives analysis, contingency and fund balance may provide enough funding to cover the local match.

Revenue sources for this work are listed below:

Revenue Source	Amount
Federal Appropriations (2006 & 2007)	\$ 1,200,000
Remaining Local Match to be Determined	\$ 300,000
TOTAL	\$ 1,500,000



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 7/24/2012

Regional Railroad Authority Meeting Date: _____

SUBJECT: Contract with Jones Lang LaSalle to provide property management and activation and development services at Union Depot

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority ("RCRRA") has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub in St. Paul ("Union Depot") as a high priority and has expressed an interest in maximizing the Union Depot's development and economic output potential. In advance of the Union Depot's opening, several key elements vital to the facility's operations need to be addressed, including the identification of a third party entity to assist the RCRRA with ongoing property management and the activation and development of the Union Depot.

On May 15, 2012, Ramsey County Regional Railroad Authority approved the selection of Jones Lang LaSalle to provide property management and activation and development services at the Union Depot. Staff is requesting approval of a contract agreement with Jones Lang LaSalle for property management and activation and development services at the Union Depot.

Jones Lang LaSalle is a leading international financial and professional services firm specializing in real estate services and investment management. Its team has worked with numerous private and public sector agencies and organizations. Jones Lang LaSalle has extensive knowledge and experience with transit facilities including Grand Central Terminal, Chicago Union Station, and Union Station D.C. Jones Lang LaSalle and their team has local expertise including management of properties in Ramsey County.

Funding for this contract will be made available annually in the RCRRA Union Depot operating budget.

ACTION REQUESTED

- 1) Approve a contract with Jones Lang LaSalle, 200 East Randolph Drive, Chicago, IL 60601 for property management and activation and development services at the Union Depot for the period of 07/24/2012 through 12/31/2017, in the amount of 4% of gross revenues with a monthly minimum of \$25,000 including fees and reimbursable expenses.
- 2) Authorize the Chair to execute the contract.
- 3) Authorize the Ramsey County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

SUBJECT: Contract with Jones Lang LaSalle to provide property management and activation and development services at Union Depot

● **ATTACHMENTS:** Property Management, Activation and Development Agreement between the Ramsey County Regional Railroad Authority and Jones Lang LaSalle for the Union Depot

PREVIOUS ACTION:

On May 15, 2012, Resolution R12-23 authorized the selection of Jones Lang LaSalle, 200 East Randolph Drive Chicago, IL 60601 to provide property management and activation and development services at the Union Depot and authorized staff to enter into negotiations with Jones Lang LaSalle, with direction to staff to return to the Ramsey County Regional Railroad Authority for approval of a final contract.

On November 22, 2011, Resolution R11-43 authorized the issuance of a Request for Proposals for Property Management Services at the Union Depot, in accordance with Ramsey County policies and procedures on Requests for Proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a vendor.

On November 22, 2011, Resolution R11-44 authorized the issuance of a Request for Qualifications for an activation and development partner for the Union Depot, in accordance with Ramsey County policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority with a recommendation for selection of a vendor.

On November 10, 2010, HR&A Advisors Inc. presented its Phase I Economic Analysis and Development Potential Study findings to RCRRA.

● On May 4, 2010, Resolution R10- 30 approved the selection of Welsh Companies, LLC, to provide building management services at the Union Depot Head House, from July 1, 2010 through December 31, 2012.

On March 16, 2010, Resolution R10-16 authorized the County Manager to execute an agreement with HR&A Advisors Inc., for completion of an Economic Analysis and Development Potential Study for the Union Depot for a not-to-exceed price of \$212,500, subject to approval by the County Attorney's Office, Regional Railroad Authority, and Budgeting and Accounting.

On January 26, 2010, Resolution R10-12 approved the selection of HR&A Advisors Inc. and authorized staff to enter into contract negotiations for completion of an Economic Analysis and Development Potential Study for the Union Depot.

On June 12, 2009, the County Manager executed a Professional Services Agreement on behalf of the Ramsey County Regional Railroad Authority with Welsh Companies, LLC to provide building management services at the Union Depot Head House from June 4, 2009 until February 28, 2010.

On November 17, 2009, Resolution R09-48 authorized the County Manager to extend the contract for building management services with Welsh Companies until May 31, 2010.

● **COUNTY MANAGER'S COMMENTS:**

The results identified Jones Lang LaSalle as the best firm to execute the RCRRA's vision for the Union Depot. Jones Lang LaSalle has history of public/private partnerships and has an excellent reputation for managing complex transit hubs with significant retail and programming components.

SUBJECT: Contract with Jones Lang LaSalle to provide property management and activation and development services at Union Depot

Regional Railroad Authority – Authorized Signature	Date
	6/25/12

Budgeting & Accounting – Authorized Signature	Date
Abby Galante for Sue Kuss	6/27/12

County Attorney – Authorized Signature	Date
Paul B. Jorlu	7/17/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Contract with Jones Lang LaSalle to provide property management and activation and development services at Union Depot

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion
2 of The Union Depot Multi-Modal Transportation and Transit Hub in St. Paul ("Union Depot") as a
3 high priority and has expressed an interest in maximizing the Union Depot's development and
4 economic output potential; and
5

6 WHEREAS, In advance of the Union Depot's opening, several key elements vital to the
7 facility's operations need to be addressed, including the identification of a third party entity that will
8 assist the Ramsey County Regional Railroad Authority with ongoing property management and the
9 activation and development of the Union Depot; and
10

11 WHEREAS, On November 22, 2011, by resolution R11-43, Ramsey County Regional
12 Railroad Authority authorized the issuance of a Request for Proposals for Property Management
13 Services at the Union Depot; and
14

15 WHEREAS, A Request For Proposals for property management services was issued on
16 November 22, 2011, and proposals were received from four management firms; and
17

18 WHEREAS, On May 15, 2012, by resolution R12-23, Ramsey County Regional Railroad
19 Authority authorized the selection of Jones Lang LaSalle, 200 East Randolph Drive Chicago, IL
20 60601 to provide property management and activation and development services at the Union
21 Depot and authorized staff to enter into negotiations with Jones Lang LaSalle, with direction to staff
22 to return to the Ramsey County Regional Railroad Authority for approval of a final contract, Now,
23 Therefore, Be It
24

25 RESOLVED, The Ramsey County Regional Railroad Authority approves a contract with
26 Jones Lang LaSalle, 200 East Randolph Drive, Chicago, IL 60601 for property management and
27 activation and development services at the Union Depot for the period of 07/24/2012 through
28 12/31/2017, in the amount of 4% of gross revenues with a monthly minimum of \$25,000 including
29 fees and reimbursable expenses, And Be It Further
30

31 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
32 execute the contract, And Be It Further
33

34 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Ramsey
35 County Manager to make all necessary budget adjustments including increasing estimated
36 revenues and appropriations.
37

Attachment

**PROPERTY MANAGEMENT, ACTIVATION AND DEVELOPMENT
AGREEMENT**

BY

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

AND

JONES LANG LASALLE AMERICAS, INC.

FOR THE

UNION DEPOT, SAINT PAUL, MINNESOTA

DATED AS OF _____, 2012

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PROPERTY MANAGEMENT, ACTIVATION AND DEVELOPMENT AGREEMENT

THIS PROPERTY MANAGEMENT, ACTIVATION AND DEVELOPMENT AGREEMENT ("Agreement"), dated this _____ day of July, 2012 by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA" or "Owner") and JONES LANG LASALLE AMERICAS, INC., a Maryland corporation ("Manager").

RECITALS

A. RCRRA owns that certain property legally described in attached Exhibit A. The Property consists of a 33 acre site that includes a facility known as the Union Depot Building located at 214 East 4th Street, Saint Paul, Minnesota 55101. The 33 acre site is referred to in this Agreement as the "Union Depot Site", or the "Union Depot". The building on the site is referred to in this Agreement as the "Union Depot Building".

B. The Union Depot Site consists of four general areas described in Parts 1-4 below of this Recital. Detailed plans are attached to this Agreement as Exhibit B.

1. Union Depot Building: The historic 1925 Charles Sumner Frost-designed building (the Union Depot Building) that is the primary location of the management services that are the subject of this Agreement is comprised of four key areas: Head House, Concourse, Waiting Room, and Platform Access. A portion of the Union Depot Building is improved as residential condominium units and common area ("Condominium"). The Condominium is not owned by RCRRA and is not included in the Property (as defined below) that is the subject of this Agreement. The key areas are as follows:
 - (a) "Head House" or "Union Depot Head House": The Head House is generally bounded by the Front Plaza (as defined below), Sibley Street, Wacouta Street, and Kellogg Boulevard. It has 6 levels generally described as follows:
 - (i) Basement.
The Basement has an entrance on Wacouta Street, and has approximately 54,000 square feet used for approximately 91 parking spaces. In addition to circulation and mechanical spaces, The Basement includes an additional 8,300 square feet space to be available for use by the Manager for property management purposes. A 2,213 square feet storage area is located in the northeast corner. This storage area is not owned by RCRRA.
 - (ii) Ground Floor.
The ground floor has direct access to Sibley and Wacouta Streets. A covered drop-off lane beneath the front plaza serves as the

primary vehicular access to the Head House. The ground floor is programmed for public circulation and parking and for retail operations. Approximately 86 parking spaces are located on this floor. In addition to parking, 3,300 square feet are provided for a full service bicycle center with direct access to Sibley Street. A 1,150 square foot space with windows on Wacouta Street is provided for additional security functions. The approximately 31,850 square feet currently used for parking may be converted to other retail, commercial or institutional uses as determined by RCRRA. Located near the entrance/exit ramps from Sibley Street is a 250SF trash area used by the owners of units in the condominium.

(iii) Main Floor.

The Front Plaza, as shown on Exhibit B, and as described below, leads to the Union Depot Building's main floor and provides pedestrian access between Fourth Street and the light rail station located on Fourth Street. The main floor includes the 12,800 square foot Great Hall, a portion of the Great Hall is currently leased for restaurant purposes. The main floor has also approximately 8,600 square feet of leasable area, with entrances from the Great Hall. There is also an approximately 2,100 square feet carpeted mezzanine overlooking the Great Hall.

On the east side of the main floor are 9 privately owned units of the Condominium together with the Condominium's lobby and fitness center.

The Head House is connected to the downtown St. Paul skyway system on the west side of the Main Floor ("Skyway"). The Skyway is operated and maintained by RCRRA and the costs thereof are allocated one-half to the Property and one-half to Public Television Station KTCA, which is located at the west end of the Skyway.

(iv) Second and Third Floors.

A portion of the second and third floors of the Head House are within the Condominium and are not owned by RCRRA. RCRRA has its offices in the portion owned by RCRRA.

(v) Roof.

The roof of the Head House has a private deck area that is part of the Condominium and skylights for the Great Hall. RCRRA owns the skylights.

- (b) Concourse or Union Depot Concourse: The Concourse spans Kellogg Boulevard and connects the Head House to the Waiting Room. A new modern glass entryway from Kellogg Boulevard and the transportation platform provides additional access.
- (i) New Glass Entryway.
The Union Depot Building's new entrance connects ticketing functions and passenger drop-off at the Kellogg Boulevard level. Passenger rail and interim bus ticketing and baggage handling functions will be located on this level, as well as 5,600 square feet of circulation. Escalators and elevators connect this level with the Train Deck and the Main Floor of the Concourse.
- (ii) Main Floor.
The Concourse's main floor consists of nearly 5,000 square feet of civic space, the Union Depot Building's primary security room, central restrooms, and the major vertical circulation elements including passenger and freight elevators. The main floor of the Concourse has approximately 3,100 square feet of leasable area.
- (iii) Second Floor:
The second floor of the Concourse has approximately 9,200 square feet of leasable area.
- (c) "Waiting Room" or "Union Depot Waiting Room". The approximately 23,000 square feet, 78 feet by 297 feet, and 36 feet high, column-free Waiting Room provides access to the Union Depot Building's transit platforms along its eastern edge. The Union Depot Building's primary public seating (approximately 300 seats) is located within the Waiting Room.
- (d) "Platform Access" or "Union Depot Platform Access". There will be 3 new stairway and elevator access pavilions from the Waiting Room to the train deck level, including an historic staircase. These access pavilions are each approximately 5000 square feet.
2. "Front Plaza". A one-acre Front Plaza that connects the Central Corridor Light Rail platform on 4th Street to the Union Depot Building's main entrance.
3. "Train Deck". This structure will have train and bus platforms above, and approximately 227 covered parking spaces below. Three platforms will be built initially: one for Amtrak, one for buses, and one leading to the last remaining original station staircase. The Train Deck is lined on the north with a bike path and public plaza.

4. Surface Parking. A 768,107 square feet surface parking lot contains 1,100 spaces.

C. RCRRA desires to engage Manager to manage, operate, maintain, lease and market the Union Depot Site on the terms and conditions set forth in this Agreement.

D. Manager desires to accept the engagement to manage, operate, maintain, lease and market the Union Depot Site.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. PROPERTY

1.1 Property.

The property subject to this Agreement shall consist of all of RCRRA's real property described in the Recitals above and as legally described in attached Exhibit A and depicted on attached Exhibit B, except to the extent excluded on Exhibit A, and also RCRRA's personal property located thereon that is listed on attached Exhibit C (collectively, the "Property").

ARTICLE 2. TERM; TERMINATION

2.1 Initial Term.

Manager's duties and responsibilities under this Agreement shall begin on _____, 2012 (the "Commencement Date") and shall end on December 31, 2017, unless sooner terminated as provided herein, the actual date established for termination being the "Termination Date".

2.2 Transition.

Manager shall work in cooperation with RCRRA's current property management for the Union Depot Head House and the current operator of any of the parking on the Property to effect a smooth management transition. RCRRA acknowledges, however, that Manager shall not have responsibility for performance of its obligations under this Agreement until the Commencement Date. An initial transition plan is set forth in Schedule 1.

2.3 Extension Term.

RCRRA may extend this Agreement for one (1) five year extension term (the "Extension Term") by giving Manager written notice thereof delivered no earlier than or after January 1, 2017 and no later than June 30, 2017.

2.4 Effect of Termination.

Upon termination of this Agreement for any reason, Manager shall surrender any space in the Property occupied by Manager and shall remove all personal property of Manager. Manager and

RCRRA shall account to each other for all matters outstanding with respect to this Agreement, and in furtherance of that end, Manager shall deliver to RCRRA, the following with respect to the Property:

- (1) A final accounting, reflecting the balance of income and expenses and assets and liabilities on the Property as of the Termination Date;
- (2) All original records, contracts, leases, receipts for deposits, unpaid bills and other papers or documents that pertain to the Property in Manager's possession, provided that any such documents located at the Property shall, unless otherwise directed by RCRRA, remain at the Property. All costs associated with delivery of such original documentation to RCRRA shall be borne by RCRRA.
- (3) If Manager has entered into any contracts for the Property in accordance with the terms hereof, Manager shall assign/and or deliver, as appropriate, such contracts to RCRRA or RCRRA's designee and RCRRA or RCRRA's designee shall assume Manager's obligations thereunder as of the termination date.
- (4) A final leasing status report indicating all tenants, licensees, and any other potential user of the Property (as provided in Article 5 of this Agreement) with which Manager is in negotiation with respect to the Property as of the Termination Date, including the nature of the negotiation (e.g., new lease, lease renewal, lease termination or modification, or licensee agreement, etc.) and status of related documentation (the "Final Leasing Status Report"). In the event RCRRA disputes Manager's involvement as of the Termination Date with any party listed on such report, RCRRA shall notify Manager of same within ten (10) business days of receipt of the Final Leasing Status Report. RCRRA and Manager agree to use diligent efforts to resolve any such dispute.

Upon any termination of this Agreement, RCRRA shall remain obligated to pay to Manager the amounts due to Manager hereunder that accrued prior to the Termination Date. The termination of this Agreement shall not affect the rights of either party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights or obligations of either party with respect to liability or claims accrued, or arising out of events occurring prior to the Termination Date, all of which shall survive such termination. In addition to all amounts payable to Manager during the term of this Agreement, RCRRA shall pay Manager Leasing Commissions (as defined in Section 7.2) to be calculated and paid as provided in Article 7 and attached Schedule 3, with respect to any new leases, lease expansions, relocations, renewals and extensions executed and delivered by RCRRA and the applicable tenant within one hundred eighty (180) days following the Termination Date, provided that (i) such tenant or its affiliate and the relevant lease transaction is included on the Final Leasing Status Report and has not been disputed by RCRRA as provided above. Manager agrees that if requested by RCRRA, Manager shall assist RCRRA in negotiating any lease transaction included on the Final Leasing Status Report for a period of up to one hundred eighty (180) days following the Termination Date.

2.5 Termination Due to Unavailability of Funding.

The purchase of goods or services from Manager under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of RCRRA. Manager or RCRRA may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of RCRRA. Upon receipt of RCRRA's notice of termination of the Agreement pursuant to this Section, or upon providing such notice of termination to RCRRA, Manager shall take all reasonable action to discontinue further commitments of funds pursuant to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty to RCRRA.

2.6 Termination Upon Sale.

If RCRRA shall sell or transfer the Property to an unrelated third party, this Agreement shall terminate as of the date of the closing of the sale. RCRRA shall use its best efforts to give Manager at least thirty (30) days prior written notice of any pending sale of the Property; and if the sale is consummated prior to the end of such thirty (30) day period, the compensation payable to Manager hereunder shall continue until thirty (30) days from the date of such notice.

2.7 Termination With Cause.

If either party shall default in the performance of any of its respective duties and obligations hereunder, the party not in default may terminate this Agreement upon: (a) five (5) days' written notice to the defaulting party in the event of a monetary default; or (b) thirty (30) days written notice to the defaulting party in the event of a non-monetary default, unless the default is cured within said applicable time period; or in the case of a non-monetary default, if the nature of such default will not permit it to be cured within said thirty (30) day period, the defaulting party commences to cure such default within such thirty (30) day period and thereafter proceeds to complete the same with reasonable diligence. In the event that either party exercises its right of termination under this Section, it shall submit written notice to the other, specifying the extent of such termination under this Section, the reasons therefore, and the date upon which such termination becomes effective. Upon receipt of such notice, Manager shall take all reasonable actions to discontinue further commitments of funds to the extent that they relate to the terminated portions of this Agreement.

2.8 Termination Without Cause.

RCRRA may terminate this Agreement without cause and for any reason whatsoever upon giving at least sixty (60) days written notice thereof to the Manager. In such event, RCRRA shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective Termination Date.

2.9 Termination By Manager Without Cause.

Manager shall have the right to terminate this Agreement without cause and for any reason whatsoever upon given one-hundred and twenty (120) days notice thereof to RCRRA.

ARTICLE 3. APPOINTMENT

3.1 Appointment.

Subject to the terms and agreements herein contained, RCRRA hereby appoints Manager as the exclusive property manager and leasing agent, and also as the marketing and development/activation manager for the Property and hereby authorizes Manager to exercise such powers with respect to the Property as are provided in this Agreement. Manager hereby accepts such appointment on the terms and conditions set forth in this Agreement. Manager shall have no right or authority, express or implied, to commit or otherwise obligate RCRRA or to encumber the Property in any manner whatsoever except to the extent specifically provided herein. The services to be provided by Manager are specifically described in Articles 4 and 5 below, and as further described and supplemented elsewhere in this Agreement, and by the Schedules (individually, and collectively, each of which is a "Service" and collectively, the "Services"). (The Exhibits and Schedules are incorporated in this Agreement and are each a part of the Agreement.)

ARTICLE 4. **SCOPE OF SERVICES REGARDING** **PROPERTY MANAGEMENT**

4.1 Description of Services.

Subject to the limitations in the Approved Operating Budget, Manager will provide property management Services for the property to include general facility management services, financial management and property accounting and general building and property operation and maintenance as further described below in this Article and elsewhere in this Agreement, including in any of the Exhibits and Schedules.

4.2 General Facility Management Services.

Manager will provide the services necessary to support the management and operation of the Property, including as follows:

- (1) Business Coordination. Coordinate the business associated or related to the daily operation of the Property.
- (2) Representation. Act as RCRRA's representative for business interaction with the operator of the bicycle station, the owners of the Condominium units and the Condominium's owner's association, all tenants and licensees at the Property, and shall maintain a working relationship with transportation providers serving the Property.
- (3) Employees. Employ either directly or through an affiliated entity or subcontractor all necessary employees to successfully manage and operate the Property,

including those shown on attached Schedule 2. All staff assigned to the Property must pass a background check.

- (4) Revenue Collection. Use diligent efforts to collect all rents, common area maintenance charges, sales tax, rental escalations, and fees, operating expense reimbursements, real estate taxes, insurance premiums or stops, utility charges, HVAC charges, and any other payment due from tenants and, if due to RCRRA, from the owners of privately-owned parcels located in the Union Depot Building, including the Condominium unit owners and association.
- (5) Contracts. Make and execute contracts on behalf of RCRRA for utilities, telephone, pest extermination, elevator service, security services, janitorial services, HVAC maintenance, and/or other necessary services, with RCRRA's prior approval and/or as provided in the Approved Operating Budget (as defined in Section 6.6 below), and purchase equipment, tools, appliances, materials, and supplies necessary to properly maintain the Property. Such purchases shall be made by Manager as agent of RCRRA and shall be owned by RCRRA.
- (6) Obtain Services. Conduct solicitations for services and goods on behalf of RCRRA and use diligent efforts to obtain discounts, commissions, or rebates obtainable as a result of such purchases and obtain the lowest possible prices as are consistent with good quality workmanship and services. All service contracts entered into on behalf of RCRRA shall contain a thirty (30) day termination without cause clause unless other termination provisions are contained in a contract RCRRA approves in advance.
- (7) Investigations. Investigate all incidents or accidents which give rise, or may give rise, to a claim for damages relating to the ownership, operation and maintenance of the Property, including any damage or destruction to the Property, and notify RCRRA in writing as soon as practical and not later than within one (1) business day of such incidents or accidents. Cooperate with and make all reports as required or authorized by RCRRA.
- (8) Account Manager. Provide an account manager to serve as the lead representative of Manager, attend periodic management meetings with RCRRA and provide executive support in the delivery of services, as further described in Schedule 1.
- (9) Other. Without limiting any of the foregoing, or any other term or provisions of this Agreement, Manager will provide the following services.
 - (a) Identify key RCRRA goals for property management performance as they may change from time to time.
 - (b) Employ and select all Property personnel.

- (c) Conduct strategy meetings with RCRRA to discuss the strategic direction of Union Depot.
 - (d) Maintain tracking metrics for the Property and individual personnel performance through Manager's individual performance management program (IPMP).
 - (e) Create annual business plans, including operating budgets.
 - (f) Conduct periodic property management and operations audits, RCRRA and Union Depot users' satisfaction surveys and performance-based personnel evaluations.
 - (g) Maintain complete insurance certificates for all merchants and contractors.
 - (h) Meet and satisfy all of RCRRA's reasonable reporting needs, both formal and informal.
 - (i) Maintain effective liability claims reporting procedures and safety programs to minimize incidents.
- (10) Maintain Tenant Relations.
- (a) Communicate with tenants on an on-going basis to discuss sales and operations at Union Depot, new programs, security procedures and building enhancements.
 - (b) Conduct meetings with tenant managers to discuss how the transit hub processes and policies are interfacing with their needs.
 - (c) Provide an extensive tenant move-in checklist to ensure a smooth move-in and manage any tenant move-out.

4.3 Financial Management/Property Accounting.

Manager will provide financial management and accounting services for the operation and maintenance of the Property to support, and as necessary, reasonable and appropriate for, the Services described in this Article 4, the Services described in Article 5, and as may be described elsewhere in this Agreement (including the Schedules), or as required by any provision to which financial management and accounting services shall include, but not be limited to at least the following required Services:

- (1) Bank Accounts. Obtain and maintain dedicated bank accounts to process all bills. A separate and exclusive operating account (the "Operating Account") shall be opened with a name designated by RCRRA. Manager shall deposit all rents and other funds collected from the operation of the Property, including any and all

advance rents, into, and shall pay the operating expenses of the Property and any other payments relative to the Property as required by the terms of this Agreement from, the Operating Account. If more than one account is required to operate the Property, each account must have a unique name. RCRRA shall pay for bank fees associated with all accounts maintained to operate the Property. At all times during the term of this Agreement, RCRRA shall maintain funds in the Operating Account at least equal to the sum of (i) the estimated amount of the operating expenses for the prescribed monthly accounting period and (ii) known expenditures that will be paid between the 15th day and the end of the prescribed monthly accounting period. Manager shall be relieved of its obligations hereunder to the extent RCRRA does not provide sufficient funds for Manager to perform its obligations.

- (2) Invoices. Approve, sign off, and code all invoices using specific account codes, assuring that sufficient detail and back-up information for contractor, subcontractor, mark-up, labor, materials, etc. is provided.
- (3) Financial Reports. Maintain an accounting system that will allow the delivery of financial reports on a monthly and yearly basis, track accounts using specific account codes, and in a timely manner produce monthly invoices to the satisfaction of RCRRA. The following is a list of financial reports required on a monthly basis:
 - (a) Budget Report.
 - (b) Operating Statement and variance report.
 - (c) Rent Roll.
 - (d) Operating and percentage report.
 - (e) Bank reconciliation.
 - (f) Check register.
 - (g) General Ledger.
 - (h) Revenue collection statement.
 - (i) Payroll accounting/processing.

RCRRA reserves the right to require additional reports on a schedule to be determined by RCRRA. In the event that such additional reports are unique or require significant additional cost or effort on Manager's part, RCRRA and Manager shall agree upon a reasonable fee for such additional reports.

- (4) Payment of Expenses. Manager shall submit to RCRRA backup for all operating expenses and any other amount to be paid to Manager as provided in this Agreement or which RCRRA is to reimburse Manager as provided in this Agreement, including as provided or set forth in any of the Schedules on a monthly basis. Such backup shall include documentation for those expenses, costs incurred, or amounts otherwise due from RCRRA to Manager that have been paid for in the invoiced month, or are due with respect to the invoiced month. Manager shall disburse funds from the Operating Account only after receiving approval from RCRRA. Backup documentation should include the following information in an organized manner:

(a) The following support documentation is required for each account:

- (i) Summary of each account for the monthly accounting period including the vendor, the amount and the check number of each expense paid for, followed by the total for that account.
- (ii) A copy of the check for each disbursement.
- (iii) A copy of the bill with all backup documentations and costs as reasonably deemed necessary by RCRRA.
- (iv) Manager will process bills in a timely manner to avoid late charges. Unless late fees result from RCRRA's failure to sufficiently fund the Operating Account or provide timely approvals, RCRRA will not pay for late fees incurred due to the vendor's failure to process bills or the backup documentations in a timely manner. It is anticipated that, on average, there will be about 60 invoices per month.

(5) Additional Services. Specific accounting tasks shall include the following:

- (a) Implement JD Edwards accounting and reporting systems for RCRRA specific information needs.
- (b) Prepare income, expense and capital budgets.
- (c) Prepare annual business plans.
- (d) Produce and distribute monthly property financial reports.
- (e) Prepare bank reconciliations.
- (f) Produce distribute monthly sales reports.
- (g) Process accounts receivable and payable.

- (h) Prepare annual reconciliations for recoverable income items.

All financial statements and reports required by RCRRA will be prepared on an accrual method of accounts in accordance with generally accepted accounting principles or with such other methods as RCRRA may from time to time request in writing.

4.4 General Building and Property Operation and Maintenance.

Manager will maintain and operate the Union Depot Building, parking areas, equipment, common areas, and grounds of the entire 33-acre Union Depot Site to include, but not be limited to: interior and exterior cleaning, plumbing, carpentry, electrical, and all other maintenance and repair work as needed, using preventive maintenance and maintenance and repair techniques generally accepted by the industry and manufacturer's recommendations; and safely and efficiently operate, schedule and maintain the Union Depot Building's physical plant and systems. Subject to the limits of the Approved Operating Budget and directions received from RCRRA, Manager will complete or provide (through the use of third-party vendors under contract with RCRRA) the following:

- (1) Janitorial Services. Clean the Union Depot Building according to the specifications attached to this Agreement as Schedule 4.
- (2) Security Services. Manage the security services ("Security Services") according to the specifications attached to this Agreement as Schedule 5.
- (3) Grounds keeping/plowing. Maintain in a safe manner the grounds and landscape of the Property. Provide the seasonal care necessary to maintain a safe and well-groomed exterior landscape.
- (4) Information Technology Support Services. Provide all technical support services to maintain the operation and security of the Union Depot Building's technology systems and equipment, while endeavoring to minimize cost and maximize the ROI for technology investments. Manager shall not be responsible for technical support of the technology systems and equipment of RCRRA located in RCRRA's offices located in the Union Depot and used in RCRRA's ordinary business activities.
- (5) Parking. Manage directly, or through a subcontract, in accordance with the requirements of this Agreement, the parking lots and spaces including the physical maintenance and operations of space used for parking on the Union Depot Site.
- (6) Trash removal and recycling. Manage waste collection and disposal, and endeavor to maximize recycling collection, and comply with all hazardous waste regulations. Manager will be responsible for coordinating with the Saint Paul-Ramsey County Public Health Environmental Health Section.

- (7) 24 hour emergency on-call. Maintain a schedule and procedure for emergency and after-hours on-call services 24 hours a day, 7 days a week.
- (8) Hazardous Waste Management. Provide the management services set forth in Section 6.15 with respect to Hazardous Materials.
- (9) Annual budget. Prepare and submit a recommended annual budget in the format and detail and according to the schedule required by RCRRA for its review and approval as further provided in Section 6.6 below.
- (10) Capital recommendations. Review and forecast the Union Depot Site's needs; create a 6 year Union Depot Site capital plan and annually update the plan; and make recommendations for capital improvements.
- (11) Policies and procedures manuals. Develop, update, maintain, and distribute a policies and procedures manual for building services staff.
- (12) Tenant service manuals. Develop, update, maintain, and distribute a tenant services manual.
- (13) Staff Supervision/Training. Provide the necessary supervision and training to develop and maintain a customer service oriented and professional staff in alignment with needs and operational requirements of the Property.
- (14) Emergency Procedures. In coordination with local law enforcement and the Department of Homeland Security develop, update, maintain, and distribute an Emergency Procedures Manual, maps, and training for Property services staff and tenants, licensees and also to other users as consistent with the emergency procedures plan for the Property.
- (15) Manage Service and Maintenance Contracts. Obtain and maintain competitive service and maintenance contracts for such services as: elevators, landscaping, pest control, snow-removal, etc.
- (16) Indoor Air Quality. Manage and operate the Union Depot Building to endeavor to meet or exceed Indoor Air Quality standards and make recommendations for improvements. Provide on-going required staff training; and as agent for RCRRA, hire third-party consultants and contractors to provide monitoring, testing and implementation of improvements.
- (17) Obtain and Maintain Necessary Licenses and Permits. Assist RCRRA in submitting reports to EPA, OSHA, and MPCA as required to comply with the applicable city, county, state, and federal regulations.

- (18) Computerized Preventive Maintenance System. Perform preventive maintenance specified by the equipment manufacturer and according to industry standards on the Union Depot Building, including building equipment and all electrical, mechanical and plumbing systems. Develop maintenance schedules, work orders, and track history and submit annual reports.
- (19) Warranty Administration. Manage building and equipment warranties and assure that contractors comply with terms and delivery of warranty services.
- (20) Inventory Building Equipment. Maintain an updated list of all Building equipment. Provide description, location, area served, make, model, size, capacity, service frequency and other information necessary for general building inventory maintenance records history. Manager will update the inventory list at least annually.
- (21) Facility Usage Reporting. Assist RCRRA in the development and submission of facility usage reports in compliance with Federal reporting standards.
- (22) Additional Services, Coordination. By way of further describing, supplementing and coordinating the services described above, and without limiting any of the foregoing Services, Manager, subject to the approved operating budget, will perform facility maintenance to include the following:
- (a) The janitorial services, will include general and green office cleaning, carpet cleaning, hard surface floor care, furniture/upholstery, and blind and drapery maintenance.
 - (b) Specialty services, including construction cleanup, metal and marble restoration, pressure washing, recycling, and window cleaning.
 - (c) Engineering and maintenance, including safety and training, expert technicians, payroll and benefits administration, property assessments, and sustainability initiatives.
 - (d) Parking management, including valet and shuttle service (if requested), signage and graphics, revenue control, and enforcement.
 - (e) Commercial security solutions, in conjunction with TSA and other law enforcement agencies, including uniformed, unarmed, and plainclothes security services, patrol and alarm response.
 - (f) Landscaping, including design and installation, irrigation system maintenance and installation, turf maintenance, integrated pest management, seasonal floral programs, arbor care, ancillary services, snow removal, and parking lot sweeping.

- (g) Energy and other facility services, including mechanical system improvements, industrial process optimization, power factor correction, and data collection and metering technologies.
- (h) Public space maintenance, including street cleaning, pressure washing, graffiti and litter removal, and landscaping.

ARTICLE 5.
SCOPE OF SERVICES REGARDING
LEASING, MARKETING, DEVELOPMENT AND ACTIVATION

5.1 Description of Services.

Manager will provide a full service, integrated approach to meet or exceed RCRRA's goals and objectives for marketing, developing and activating Union Depot as a retail, merchandising, events and cultural facility, subject to the limitations of the Approved Operating Budget and direction from RCRRA. These Services are principally described in this Article 5, and are in conjunction with, in addition to, or are supplementary to the Services described in Articles 4, 6, 7 and elsewhere in this Agreement, including as may be provided in the Schedules. Manager will provide and use a fully integrated organization that allows efficiency within the staffing and operations, and where all team members will work for the same purpose. Manager will provide its real estate expertise, project management capacity, track record, and retail market understanding to help create the kind of incremental and sustainable revitalization strategies that will help define the future of Union Depot to achieve RCRRA's objective of implementing a comprehensive retail, merchandising, and special and cultural events program for the Union Depot (the "Development Program"). The Development Program includes the initial merchandising and programming strategy for the Union Depot shown on attached Schedule 11 ("Initial Merchandising Strategy Plan"). Manager will at least annually update and revise the Development Program in consultation with RCRRA and in connection with the Approved Operating Budget.

The Services will include the following: (1) Strategic Leasing and Merchandising. To advise RCRRA on a retail operations, a programming and repositioning strategy will be incorporated into a broader strategic retail leasing plan. Manager's project team for the Union Depot will deliver consistent, high-quality recommendations, supported by thorough market analysis, feasibility testing, assessment of potential tenants, cultural and special events and an understanding of RCRRA's goals for the Union Depot. Manager will draw upon expertise gained from working on comparable transit detail assignments, and Manager's team of professionals will deliver best in class Service. Manager's strategic approach will focus on maximizing value for RCRRA. Manager will develop a results-driven merchandising plan targeted to all areas of Union Depot Building and Site. Manager will maintain a wide network of retail and community/cultural programming contacts to capitalize on these relationships for the benefit of RCRRA and will develop effective strategies to secure tenants, which meet the needs of the traveling public, residents and visitors. (2) Marketing and Special Events. Manager will implement and oversee a marketing, sponsorship, cultural and special events program for the

Union Depot to generate traffic, publicity and additional revenue and to create additional traffic beyond that of the traveling public.

5.2 Leasing and Merchandising Services.

Manager will undertake, manage and conduct leasing and merchandising services for the Union Depot as described below and elsewhere in this Agreement, including as provided in Article 7 below, and the Schedules, including as follows:

- (1) Create a strategic merchandising plan and a tenant rent pro forma.
- (2) Identify, qualify and contact potential tenant prospects and arrange merchandising meetings on-site as well as at key International Council of Shopping Centers (ICSC) deal making events and APTA conferences.
- (3) Secure tenants appropriate for the Union Depot.
- (4) Provide local and regional market knowledge.
- (5) Develop, in coordination with Manager's consumer marketing group, a research-based packet of materials for prospective tenants.
- (6) Negotiate economic issues with all tenants and assist RCRRA with the negotiation of lease documents. Make recommendations to RCRRA for capital improvements and tenant allowances.
- (7) Coordinate with legal counsel on documentation, but not provide legal services to RCRRA.
- (8) Initiate and maintain an ongoing communication program with RCRRA.
- (9) Maximize revenue generation at the Property including but not limited to sponsorships, on-site advertising, and private events.
- (10) Maintain relationships with surrounding retail/business community, including Lowertown Entertainment District
- (11) Prepare leasing and marketing reports as reasonably necessary in addition to the reports as provided in Article 4.
- (12) Implement a centralized lease tracking system using Manager's proprietary internet-based program, DealTrak.
- (13) In addition to the Tenant Coordination Services as provided in Article 7 below of this Agreement Manager will develop a tenant coordination program designed to provide:

- (a) A working knowledge of the latest retail concepts and store designs.
- (b) Project management to ensure the highest quality presentation and on-schedule delivery.
- (c) Interaction with merchandising specialists to locate and position tenants for optimum sales impact.

5.3 Marketing Services.

Manager will deliver multi-faceted strategies and programs that focus on three key platforms: marketing for leasing, marketing for sales and marketing for revenue. In addition to developing a customized marketing plan for the Property, Manager will use Manager's company initiatives that capitalize on corporate relationships, value enhancement, current trends, and consumer needs. Manager's marketing team will develop a comprehensive plan based on RCRRA's objectives for Union Depot to successfully achieve RCRRA's goals and work in partnership with RCRRA and communicate results, and will work with RCRRA to continuously evaluate, modify and adjust the marketing plan. The marketing plan shall be subject to continual evaluation and adjustment in collaboration with RCRRA. Working with RCRRA, Manager's marketing team will deliver results by focusing on the following areas and will perform as follows:

(1) Annual Planning and Financial Management.

- (a) Create an annual marketing and programming plan, which includes quantifiable business goals based on RCRRA's expectations, strategies, tactics, schedule of programs/events, annual budget and intended results.
- (b) Provide a monthly, quarterly and annual financial report on the approved marketing budget commenting on any variances.
- (c) Provide quantifiable results on all marketing programs to RCRRA no less frequently than quarterly.

(2) Research and Analysis.

- (a) Create and oversee research studies that examine customer satisfaction, visitor profiles and shopping behavior/patterns. Research tools may include on-line studies, intercept studies, mobile studies (utilizing smart phone technology) and secret shoppers.
- (b) Review and analyze various, pertinent data on a regular basis (i.e., passenger circulation, store sales, sales program/promotion results, customer satisfaction ratings), report trends.

- (c) Recommend appropriate adjustments in the marketing and business plans.
- (3) Merchandising Plans and Leasing Support Packages.
 - (a) Provide critical data and insights on travelers' needs, the local market (residential, daytime/business population) and other visitors, stay current on upcoming retail trends, work with leasing to identify uses, services, brands and store names needed.
 - (b) Provide the leasing team with sales and informational tools needed to attract tenants.
- (4) Sales Driving Programs and Promotions.
 - (a) Develop traffic-generating events to reintroduce Union Depot as a significant regional destination.
 - (b) Create programs to promote stores and specials to consumers on a daily and seasonal basis designed to enhance individual stores and services' performance.
- (5) Advertising and Consumer Communications.
 - (a) Develop an advertising campaign that is targeted directly to the consumer to evoke a sense of place and to address the travelers' needs utilizing both traditional and digital mediums.
 - (b) Traditional avenues may include signs, billboards, bag stuffers, barricade treatments, directories, brochures and 'train drops'.
 - (c) Identify savvy placement of all collateral to attract and target key traveler touch points and capitalize on passenger circulation.
- (6) Website and Digital Media Programs.
 - (a) Incorporate a strong retail presence on the Union Depot website, which includes providing a detailed listing and locator map of all stores, restaurants and services.
 - (b) Create a mobile directory/App that would provide a free map to all travelers with smart phones, which would help visitors find restrooms, ATMs, food, shops, tracks and more.
 - (c) Create a webpage dedicated to leasing to provide general information and contact information for those entrepreneurs who are interested in opening a business at the transit hub.
 - (d) Implement/enhance digital media initiatives to communicate with consumers and travelers, including mobile coupons, mobile/text alert

messages, custom Apps; integrate programs into the on-site WiFi, eblasts, Groupon, Twitter, foursquare, Facebook and other social media outlets.

- (e) With the consent of RCRRA, approach potential sponsors to generate revenue and offset costs of digital marketing programs.

(7) Tenant Retention Programs and Merchant Communications.

- (a) Provide support programs to restaurants, shops and services.
- (b) Potential programs to support tenants include:
 - Store audits
 - Secret shoppers
 - Merchant motivation
 - Merchant training
 - One-on-one merchant meetings
 - Information sharing
 - Visual merchandising
 - Individualized store marketing programs

(8) Public Relations and Community Outreach.

- (a) Promote all federal and local affirmative action plans (MBE and WBE).
- (b) Create community outreach programs that will highlight the business leadership of Union Depot and secure market position of Union Depot as a good neighbor.
- (c) Compose and submit applications for Union Depot to win awards as a retail destination, transit hub, economic development asset and/or cultural venue to garner positive exposure.

(9) Customer Care Programs.

- (a) Manage a Guest Services Center to provide easily accessible assistance to travelers and visitors.
- (b) Implement a satisfaction guaranteed program for all shoppers (i.e., customer care hotline, email contact or blog).

(10) Public Access.

Develop a public access policy that will provide fair and consistent access to Union Depot, demonstrate good civic duty and minimize the risk to RCRRA.

5.4 Specialty Leasing and Ancillary Income Services.

Manager will use local and national resources to generate ancillary income, such as sponsorships, sampling, traffic-generating events and advertising. The strategic approach that will be implemented to grow income opportunities will be to cultivate and implement marketing events to generate additional traffic above and beyond the daily/annual travelers and commuters by:

- (1) Creating strong, annual traditions.
- (2) Purchasing entertainment events and exhibits that will have wide-sweeping appeal and generate high traffic volume.
- (3) Developing low-cost community events to build relationships and draw traffic.
- (4) Developing sponsorship opportunities with highly visible, local area businesses.

5.5 Events and Cultural Arts Program.

Manager will work with RCRRA to implement a program of marketing events and promotions to generate traffic at Union Depot. Manager will seek to obtain and maximize third party financial support for the events and promotions, including city, state, foundation and private sources and also to maximize revenue to RCRRA from the events and promotions. The platforms to center on include: creating traditions, arts and education, community programming, entertainment, and guest services. Working with RCRRA and subject to review and consultation with RCRRA on a continuing basis to develop the programming, Manager will develop a program planned to include, but not limited to, the marketing ideas and programs supporting these platforms as follows:

- (1) Create Traditions. Develop key special events that will appeal to the local residential market and that families will look forward to attending every year including, but not limited to, holiday events.
- (2) Arts and Education. Tap into the high concentration of local artists to participate in events to include arts, education and related activities, and work with the numerous colleges, universities and museums on partnership events in the arts and arts education to include, science fairs, art exhibits, concerts, workshops, and others.
- (3) Community Programming. Develop Union Depot events and programs that tie directly to existing St. Paul events (such as Children's Festival, St. Patrick's Day, Music Festival, Jazz Festival, Winter Carnival, Saint Paul Poetry Slam, etc.) to draw traffic to the property. Create local events that build on national programs (by way of illustration Fashion Week (work with local fashion entrepreneurs). Position the Great Hall as the premier location for weddings and private parties.

- (4) Entertainment. Coordinate entertainment events that will draw people to the property, including movie nights on the front plaza, concerts, and more.
- (5) Guest Services. Manage and oversee a Guest Services Center that will be highly visible and accessible to Union Depot travelers and visitors. To offset expenses Manager will pursue operational costs sponsors of the Center and provide sharing of the Guest Service Center space (possibilities are such as U.S. Postal Service, Tourism Center, UPS, Historic Society, Ticket King, etc.) and work with RCRRA to develop a Guest Lounge or Cyber Café to provide a restful resource center for weary travelers (this could also be sponsored to off-set expenses).

5.6 Performance Targets. Initial performance targets for the Development Program, including Marketing, Leasing and Specialty Leasing are as provided in attached Schedule 9. RCRRA and Manager will review together the performance targets annually in connection with the budget approval process and revise, adjust and update the targets annually when RCRRA adopts the Approved Operating Budget.

ARTICLE 6. MANAGEMENT RESPONSIBILITIES

6.1 Management.

Without limiting, any of the forgoing provisions of this Agreement regarding the Services to be provided by Manager as described in Articles 4 and 5 above, and as contained or described elsewhere in this Agreement, including in the Exhibits and Schedules, RCRRA and Manager further agree as follows:

- (1) Manager, on behalf of RCRRA, shall implement, or cause to be implemented, the decisions of RCRRA and shall conduct the ordinary and usual business affairs of RCRRA for the Property as provided in this Agreement. Manager shall use diligent efforts to conform to all policies and programs established from time to time by RCRRA furnished in writing to Manager and the scope of Manager's authority shall be expressly limited in accordance with said policies. Manager agrees to use diligent efforts in providing the services of Manager described in this Agreement, and to comply with the conditions contained in this Agreement.
- (2) Manager agrees (i) to generally do and perform, or cause to be done and performed, all things necessary, required or desirable in Manager's judgment for the proper and efficient management, operation, maintenance, leasing, marketing and development of the Property (e.g. the performance of the Services), and (ii) to faithfully and diligently render the Services on its part to be performed hereunder during the term of this Agreement. Manager shall act in a commercially responsible capacity with respect to the proper protection of and accounting for RCRRA's assets. In this capacity, Manager shall deal at arm's length with all third parties and Manager shall serve RCRRA's interests at all times.

6.2 Employees. Independent Contractor.

Manager shall at all times have in its employ or contract for sufficient personnel to enable it to properly, adequately, safely and economically manage, lease, market, operate, maintain and account for the Property and provide the Services. RCRRA may require that any on-site personnel or subcontractor of Manager be removed from duty and replaced with an individual or subcontractor acceptable to RCRRA, if RCRRA reasonably determines such personnel or subcontractor to be incompetent, careless, insubordinate, ineffective or otherwise objectionable, and except as provided in Section 4.2(3) above, and except that RCRRA shall have the opportunity to interview and screen candidates for General Manager, Operations Manager, Marketing Manager/Special Events Coordinator, Property Accountant and Specialty Leasing Manager positions from Schedule 2. All matters pertaining to the selection, direction, employment, supervision, compensation, promotion and discharge of such personnel are the sole responsibility of Manager or Manager's subcontractor, as the case may be, which shall be in all respects the employer of such personnel, except that Manager shall have total responsibility for and shall fully comply with all applicable laws and regulations having to do with workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. This Agreement as it relates to Manager's personnel arrangements is not one of agency by Manager for RCRRA but one with Manager engaged independently in the business of employing individuals on its own behalf as an independent contractor and RCRRA shall have no liability with respect to such employees. Estimated costs of personnel (including compensation, fringe benefits, insurance and taxes) that are reimbursable to Manager by RCRRA are as set forth in attached Schedules 2 and 3 or as provided in Article 10 or elsewhere in this Agreement.

6.3 Independent Contractor

Nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting Manager as the employee of RCRRA for any purpose or in any manner whatsoever. Manager is an independent contractor and neither it, its employees, agents, nor representatives are employees of RCRRA. From any amounts due from RCRRA, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of Manager.

6.4 Schedule of Personnel.

Manager shall provide, and timely update, a schedule of personnel in substantially the format of Schedule 2 attached hereto and made a part hereof to be subject to Manager's exclusive control and employed in the direct management of the Property. Schedule 2 attached to this Agreement is the initial staffing plan and shall be updated as provided herein and in the Schedules. This Schedule shall include the number of such personnel, their titles and whether such personnel are directly employed by Manager [or by Manager's affiliate(s)]. Manager shall identify in the same manner additional personnel whose costs may, from time to time, be charged to the Property for Services rendered to the Property, which costs may only be allocated to the Property as provided in Schedules 2 and 3 and the Annual Operating Budget, or according to such other method as

RCRRA and Manager shall agree. Schedule 2 shall be updated and submitted to RCRRA for approval in conjunction with the Annual Operating Budget and at such additional times as RCRRA and Manager mutually agree.

6.5 Compliance with Laws, Agreements, etc.

- (1) Manager agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Manager's performance of this Agreement. In addition to obtaining and maintaining, whether directly or in conjunction with RCRRA as necessary or appropriate, all necessary licenses and permits for the operation and maintenance of the Property, and as may be necessary to provide the Services. It shall be the obligation of Manager to apply for, and obtain all permits and/or licenses required by any governmental agency for the provision of the Services contemplated herein. Cost of such permits shall be reimbursable to Manager from the Operating Account.
- (2) Manager, to the extent permitted under the Approved Operating Budget and, when not so permitted, following authorization from RCRRA, shall promptly remedy any violation of any applicable federal, state, and municipal laws, ordinances, regulations and orders relating to the use, operation, repair and maintenance of the Property and any rules, regulations or orders of any city, county, state or federal agency having jurisdiction with respect to the Property, ("Legal Requirements") which comes to its attention, except in cases where RCRRA is contesting or intends to contest such Legal Requirements (in which case RCRRA shall give Manager prompt written notice of its decision to so contest) or in those cases where RCRRA directs otherwise. Manager shall operate the Property in compliance with the Legal Requirements. Manager shall give prompt notice to RCRRA of any violation or notice of alleged violation of any Legal Requirements. RCRRA and Manager agree to cooperate with each other to cause the Property to be operated at all times in compliance with all applicable Legal Requirements and shall not knowingly, directly or indirectly, suffer, permit or make any use of the Property that is prohibited by any such Legal Requirements. Notwithstanding the foregoing, it is recognized that Manager is not an expert in environmental laws and shall not be responsible for remedying any violations of such laws and RCRRA shall be solely responsible for remedying such violations, but Manager shall assist and cooperate with RCRRA in connection therewith.
- (3) RCRRA has advised Manager that the Property is currently subject to the agreements, covenants, conditions and restrictions contained in those certain deeds, mortgages, ground leases, easements, operating agreements and other instruments listed in Schedule 7 attached hereto (collectively, the "Property Agreements"). Provided copies of the Property Agreements are delivered to Manager by RCRRA (including any summaries of lengthy documents prepared by or for the benefit of RCRRA), Manager covenants and agrees to use diligent

efforts to perform all of the obligations and duties to be performed by RCRRRA under the Property Agreements, subject to RCRRRA providing any necessary funds and information.

- (4) Expenses incurred in complying with, or remedying violations of any Legal Requirements or Property Agreements will be paid as provided in the Annual Operating Budget. When the amounts specified in the Approved Operating Budget are insufficient, or in the event Manager lacks necessary information or documentation to so comply or remedy, Manager shall notify RCRRRA as soon as possible and RCRRRA shall provide needed funds, information or documentation or take such other action as it deems appropriate and Manager shall not be responsible for compliance with or remedying a violation of a legal requirement where RCRRRA elects not to provide funds in a specific instance or to proceed to, or authorize work or other activity to, comply or remedy such violations.

6.6 Approved Budget.

Manager shall prepare and submit to RCRRRA a proposed operating budget for operation, repair, improvement, maintenance, leasing, marketing and development of the Property for the forthcoming calendar year and deliver the proposed budget to RCRRRA no later than sixty (60) days after the Commencement Date, a budget for July through December of 2012. For each subsequent year, Manager shall prepare and submit a proposed operating budget in conformance with RCRRRA's typical budget cycle. The budget process, including the initial budget is further described in attached Schedule 8. RCRRRA will consider the proposed budget and will consult with Manager prior to the commencement of the calendar year in order to agree on an "Approved Operating Budget". If written approval or disapproval of the proposed budget has not been received by Manager by the commencement of the year, Manager shall to the extent possible continue to operate the Property subject to the budget in place for the prior year, and shall inform RCRRRA of any budget items in excess thereof which must be funded prior to agreement on an Approved Operating Budget for the current year. Manager agrees to use diligence and to employ all reasonable efforts to ensure that the actual costs operations shall not exceed the total Approved Operating Budget. Manager shall inform RCRRRA not less than monthly of increases in costs and expenses that were not foreseen during the preparation of the Approved Operating Budget. In the event Manager notifies RCRRRA in writing of a specific need to increase any category or item within the Approved Operating Budget, and thereby increase the overall Approved Operating Budget, and RCRRRA does not respond within thirty (30) days of receipt of such notice, such increase shall be deemed approved by RCRRRA provided it does not effect more than a two percent (2%) increase in the total Approved Operating Budget; any larger increase requires RCRRRA's explicit prior approval.

6.7 Collection of Rents and Other Income.

Manager shall use diligent efforts to collect all rents (including escalation and reconciliation billings) and any other fees and charges that may become due at any time from any tenant or from others for services provided in connection with, or for the use of, the Property or any portion thereof, and to collect and identify any income due RCRRRA from any service provided to the

public or any user of Union Depot, including, without limitation, parking income, license fees, tenant storage, and coin operated machines of all types (e.g., vending machines, pay telephones, etc.). All monies so collected shall be deposited into a bank account designated for the Property as provided in Article 4 above. In connection with any collection efforts, only legal counsel or collection firms approved by RCRRA shall be retained and use of such counsel or firm with respect to collect any amount due RCRRA shall require approval by RCRRA in each instance. All legal expenses incurred in such collection efforts shall be submitted to RCRRA and paid for from the appropriate account in the Approved Operating Budget.

6.8 Repairs.

Manager shall keep the Property and all parts thereof in a clean and sightly condition and shall use diligent efforts to attend to the making and supervision of all ordinary and extraordinary repairs, decorations, replacements, additions, alterations and landscaping necessary or advisable in Manager's reasonable judgment for the proper operation of the Property, for the performance of RCRRA's obligations under any Property Agreement, and to comply with all applicable Legal Requirements, subject to the limits of the Approved Operating Budget and directions received from RCRRA.

Manager shall secure RCRRA's prior written approval for any single repair expenditure greater than \$5,000, however, in the event of an emergency, Manager may make expenditures for repairs that exceed the budgetary limits without RCRRA's prior written approval if it is necessary to prevent damage or injury to persons or property. RCRRA shall be informed of any such emergency expenditures before the end of the next business day.

6.9 Supplies.

Manager shall purchase, provide and pay for, as agent for RCRRA, and as provided in the Approved Operating Budget for all janitorial and maintenance supplies, tools and equipment, restroom and toilet supplies, electrical supplies and light bulbs, boiler room supplies, paints, uniforms, stationery and office supplies incident to performance of the obligations herein assumed by Manager, except to the extent such supplies and materials are provided for by contract with a third party. Manager shall maintain records for all supplies, tools and equipment purchased hereunder by Manager for use in the management, operation and maintenance of the Property. The same shall be delivered to and stored in the Property and shall remain the property of RCRRA and shall be used only in connection with the Property.

6.10 Service Contracts.

Manager shall be authorized to enter into contracts for cleaning, maintaining, repairing or servicing the Property as provided in Article 4 or any of the constituent parts of the Property as agent for RCRRA as provided in the Approved Operating Budget. All service contracts shall: (a) be signed by Manager as agent for RCRRA; (b) be assignable, at RCRRA's option, to RCRRA's nominee; (c) include a provision for cancellation thereof by RCRRA upon not more than 30 days' written notice (unless such provision is waived by RCRRA), in any contract having a term of one year or greater; and (d) require that all contractors provide evidence of the insurance set forth below unless waived

by RCRRA. Manager shall use competitive bidding or other similar commercially reasonable process to select vendors for such contracts and provide RCRRA with documentation showing that the methodology for selecting vendors who are the most responsive and responsible providers, and providing competitive pricing with respect to such contracts, and Manager shall annually review the selection process and contracts with RCRRA. RCRRA shall have the right to review the terms and conditions of all such contracts and all such contracts shall terminate upon thirty (30) days notice from RCRRA to manager that RCRRA has determined in its discretion that the contract is unacceptable to RCRRA. The contracts shall also be terminable by RCRRA immediately for cause or upon thirty (30) days notice in the discretion of RCRRA. Without limiting in any manner Manager's obligations hereunder or the terms of this Agreement, all such contracts shall be in accordance with the requirements of Sections 15.5, 15.6 and 15.7 below.

6.11 Tenant Coordination Services and Fees.

Manager shall supervise and coordinate the planning, design and construction of all tenant alterations and improvements to be performed at the Property.

- (1) Review and approve all tenant plans for compliance with design criteria as well as mechanical, electrical, plumbing and life safety components.
- (2) Provide on-site monitoring and supervision of tenant construction for compliance with the approved plans, established construction procedures and local codes.
- (3) Implement completion procedures such as obtaining appropriate certificates of completion, supervising corrective action, conducting final inspection.

Manager shall (i) review all plans and specifications for any authorized tenant construction for compliance with the Property's design criteria and review the structural, engineering, mechanical and electrical requirements of the tenant's premises and operations, and shall mark each tenant's submittal for correction and revisions, as necessary, prior to commencement of construction, regardless of whether such work is to be performed by tenant or by Manager on tenant's or RCRRA's behalf; (ii) monitor the progress of all tenant construction work for the purpose of identifying potential problems, delays or inconsistencies with approved plans; (iii) obtain and review all draw requests and lien waivers from the tenants, and/or general contractors and subcontractors; (iv) where Manager is performing the construction work on behalf of RCRRA, obtain or cause to be obtained at RCRRA's expense all permits required for the construction and occupancy of the Property; and (v) where tenant is performing such construction, confirm the date of substantial completion, the acquisition of all needed permits and licenses, and the completion of punchlist or corrective items. Manager shall ensure that adequate insurance coverage is provided consistent with each tenant's lease prior to commencement of any such alterations or improvements. Progress reports will be provided to RCRRA from time to time or as may be requested by RCRRA. Manager shall also supervise any tenant alterations and improvements not provided for in tenant leases to assure that (x) such alterations and improvements are made at the tenant's expense in accordance with all applicable laws and ordinances, and are permitted by the provisions of the lease (y) such alterations and improvements do not affect the structure of the Property and do not unreasonably interfere with

building services to other tenants and (z) such alterations and improvements conform to the specifications and limitations of the Property. All of the foregoing services are hereinafter referred to as "Tenant Coordination Services".

6.12 Development and Construction Management Services.

If requested by RCRRRA in each instance, Manager shall act as construction manager for capital improvements and tenant improvements as authorized by RCRRRA and set forth in the Approved Operating Budget or approved by RCRRRA with respect to any tenant lease or license, as established by the lease or license and all extraordinary repair and maintenance to the Property approved by RCRRRA. Manager shall (i) review and recommend for approval or disapproval by RCRRRA all plans and specifications for any authorized construction (which review shall include, but not be limited to, determination, with the assistance of licensed architects or engineers if necessary in Manager's reasonable discretion, that the plans and specifications comply with applicable laws and ordinances and the structural design of the Property), (ii) solicit competitive bids and review such bids with RCRRRA, and (iii) enter into contracts as agent in form and content satisfactory to RCRRRA, with the bidders approved by the RCRRRA (iv) schedule and coordinate the performance of all authorized construction, (v) shall ensure that adequate insurance coverage is maintained consistent with the requirements of RCRRRA, (vi) obtain, review and recommend for approval or disapproval RCRRRA all draw requests and lien waivers from contractors, (viii) obtain or cause to be obtained all permits required for the construction and occupancy of the Property. Progress reports will be provided to RCRRRA from time to time or as may be requested by RCRRRA. Manager will cause the work to be completed, pay the contractors from the Operating Account in accordance with the Approved Operating budget or such modification or addendum to provide funds for the work established by RCRRRA and Manager prior to the commencement of the work. In consideration of Manager providing the Development and Construction Management Services, Manager shall receive the Development Fees and Construction Management Fees set forth on Schedule 3 of this Agreement. Where Manager is completing the tenant alternations or improvements on Owner's behalf, Manager will cause the work to be completed, will pay the contractors and will be promptly reimbursed by RCRRRA in accordance with the approved Annual Operating Budget or such modification or addendum to provide funds for the improvements (work) established by RCRRRA prior to the commencement of the work.

6.13 Taxes, Mortgages.

Manager shall, if requested by RCRRRA in writing, obtain, verify and pay bills for real estate and personal property taxes, improvement assessments and other like charges which are or may become liens against the Property as provided in the Approved Operating Budget. Manager shall coordinate with each tenant responsible for taxes (real or personal) assessed with respect to the tenant premises to determine, monitor and coordinate the timely payment of such tax bills, whether to be paid by the tenant directly or to be paid to RCRRRA as an expense are timely paid and coordinate and monitor such payments and report to RCRRRA. Manager shall forward a copy of such bills to RCRRRA, upon receipt thereof, such that RCRRRA may approve Manager's payment of such bills (**or pay directly**) and, unless such bills are being contested, Manager shall use diligent

efforts to pay all such bills before any fine or penalty attaches and to coordinate with tenants to make sure real estate taxes to be paid by tenants directly or as a common area charge are paid.

6.14 Tenant Relations.

Manager shall enforce the provisions of all leases affecting the Property and promptly handle all complaints and requests from tenants and licensees. Manager shall notify RCRRA of any complaint made by a tenant or licensee that could result in any economic loss to RCRRA or impair, jeopardize, or interfere with the smooth and efficient operation of the Property or RCRRA's interest in the Property in any manner or otherwise be detrimental to RCRRA interests. Unless otherwise directed by RCRRA, following notice to RCRRA and an opportunity for comment by RCRRA (no fewer than three (3) business days unless the nature of the default is such that in the reasonable business judgment of Manager the operation of the Property requires more immediate notice), Manager shall promptly serve notice of default on any tenant or licensee that is not in full compliance of its lease or licensee obligations, with copies of such notices sent to RCRRA, and work with any such tenant toward a cure of such default. Subject to RCRRA's prior consent as to each step, Manager shall pursue all claims against tenants, using counsel approved by RCRRA, and shall not settle, compromise or waive any such claim without RCRRA's prior consent. Manager shall update RCRRA with regular reports as to all tenant or licensee disputes, claims, enforcement actions or investors and any litigation.

6.15 Environmental.

Notwithstanding any terms of this Agreement to the contrary, Manager (i) shall assist RCRRA to identify and qualify reputable, experienced experts to provide environmental consulting and testing services and Hazardous Materials (as defined below) abatement, transportation, treatment and disposal services ("Environmental Contractors"); (ii) shall, together with legal counsel designated or approved by RCRRA, prepare for signature by RCRRA service contracts with such Environmental Contractors, which service contracts shall comply with the provisions of this Agreement; and (iii) shall coordinate the services provided by such Environmental Contractors so as to minimize interference with normal operations of the Property. RCRRA expressly acknowledges that Manager is not in the business of providing environmental consulting or testing, or of abatement, removal, treatment, transportation or disposal of Hazardous Materials and asbestos, that Manager's knowledge and expertise concerning such matters is that of a prudent manager and Manager's services provided pursuant to this paragraph shall be subject to the standards of a prudent property manager of properties of similar age, type, size, use and character as the Property.

"Hazardous Materials" means any toxic or hazardous wastes, pollutants, or substances, including without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as hazardous substances or toxic substances or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, et seq., hazardous wastes identified in or pursuant to The Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as

amended, 15 U.S.C. Sec. 2601 et seq., any toxic pollutant under the Clean Water Act, 33 U.S.C. Sec. 1251 et seq., as amended, any hazardous air pollutant under the Clean Air Act, 42 U.S.C. Sec. 7401 et seq., and any hazardous or toxic substance or pollutant defined and regulated under any other applicable federal, state or local environmental requirement.

ARTICLE 7. LEASING, SPECIALTY LICENSING AND MARKETING SERVICES RESPONSIBILITIES AND COMMISSIONS

7.1 Leasing.

RCRRA hereby designates Manager as its exclusive broker for leasing of space in the Property, as provided in Articles 3.5 and 6 above and this Article 7, and also as provided in Schedules 2 and 3. During the term of this Agreement, RCRRA agrees to refer to Manager all offers and inquiries by prospective tenants or by cooperating third party brokers not affiliated with Manager for space in the Property; and Manager agrees to diligently investigate and develop such offers or inquiries, to canvas, solicit and otherwise employ diligent efforts and services to lease space in the Property. Subject to the limitations of the Approved Operating Budget and direction of RCRRA, Manager shall make every reasonable effort to obtain and keep tenants satisfactory to RCRRA for the Property, consistent with a merchandising plan, leasing plan, the Development Program, the Approved Operating Budget, and the provisions of Articles 4 and 5 above. Manager shall present a leasing plan and proposed leasing guidelines ("Leasing Guidelines") to RCRRA for RCRRA's approval for each year during the term of this Agreement. The Leasing Guidelines shall include an analysis of the leasable space in the Property and Managers recommendations regarding tenant mix, lease rates, tenant improvement allowances, and other related matters as further provided in Article 5 above, Manager shall, when appropriate, procure financial information from prospective tenants, investigate such references, and use its best judgment in the selection of prospective tenants toward fulfillment of such Leasing Guidelines. Except for Amtrak, intercity passenger bus service, and other transportation services, public agencies, and the bike center, Manager shall, in consultation with RCRRA, negotiate all leases, renewals of leases and other lease-related documents and shall submit to RCRRA a lease requisition or similar document outlining the business terms of any proposed new lease, lease renewal or other material lease-related transaction (the "Lease Requisition"), for RCRRA's review, approval, and action proceeding as follows:

Manager's leasing team will communicate frequently with RCRRA on the merchandising vision for Union Depot and potential tenants being pursued. The leasing team will evaluate prospective tenants from both a business and credit standpoint, which includes reviewing their credit quality rank, potential growth, economic strength and forecasts. Credit reviews for tenants involve preparing data from Dun 7 Bradstreet and Equifax. The lease deal approval process is tracked and submitted in Manager's "DealTrak" after the leasing team has initially discussed leasing activity with RCRRA:

- Leasing specialist will prepare a letter of intent (LOI) to distribute to the tenant, which outlines the economics of the lease.

- Once the leasing specialist has obtained a signed LOI from the tenant the lease economics will be entered into DealTrak and submitted on Manager's standard Lease Requisition Form.
- Manager's Regional Leasing Director reviews and approves the deal; and then the Lease Requisition is then submitted RCRRA for approval.
- After RCRRA approves the Lease Requisition, the Manager submits the Lease Requisition, using Deal Trak, to legal counsel designated by Manager to initiate a draft of the tenant lease, which initiates the legal documentation process.

Manager will provide monthly leasing status reports to RCRRA to show prospecting and deal activity.

7.2 Leasing Commissions.

In consideration of Manager's procurement and negotiation of leases for the Property, RCRRA shall pay to Manager "Leasing Commissions" for each executed lease or lease renewal, in the amounts and at the times set forth on attached Schedule 3, except that leases and lease renewals with Amtrak, intercity, passenger bus service, and other transportation services, public agencies with the bike center are excluded. If RCRRA elects to provide a tenant with a period of "free rent" in lieu of a tenant allowance or other cash payment to tenant, Manager shall be paid its Leasing Commission on the value of the "free rent" period. As to any expansion, including expansions through relocations, Manager shall receive Leasing Commissions at the "New Lease Rate" for the expanded area and at the "Renewal Lease Rate" for the existing square footage. Commissions for new leases shall be due and payable one half upon execution of the lease by RCRRA and the prospective tenant, and one-half on the date the tenant opens for business in the premises. Commissions for renewal leases, expansions and relocations shall be due and payable 100% upon execution. In the event a tenant executes a new lease and Manager receives 50% of its Leasing Commission, but the tenant for some reason not the direct fault of Manager, does not thereafter open the premises for business at the Property, Manager shall be entitled to retain the Leasing Commission paid, but shall not receive the other 50% thereof. All outstanding Leasing Commissions (including any payments scheduled to become due upon a tenant opening for business at a Property) shall become due and payable to Manager by RCRRA in full upon any termination of this Agreement, without prejudicing the right of RCRRA to seek damages for any default by Manager under this Agreement.

7.3 Execution of Leases.

All leases and lease renewals, extensions and modifications are to be prepared with the assistance of Manager by counsel retained by and at the expense of RCRRA, in accordance with the approved Lease Requisition, and executed by RCRRA.

7.4 Lease Forms.

All leases, licenses and similar agreements for use of the Property shall be on the form approved in writing by RCRRA.

7.5 Brokers.

Manager is hereby authorized to cooperate with tenant's brokers in leasing space within the Property, but shall not engage the services of a broker to represent RCRRA's interests without RCRRA's prior written approval. In the event that such a lease is executed with the tenant represented by such broker, RCRRA shall directly pay the cooperating broker a commission computed in accordance with the terms set forth and agreed to by RCRRA on the Lease Requisition. Manager shall be paid a commission on leases involving a tenant broker on the terms and at the rates as provided on attached Schedule 3, which shall be in addition to and exclusive of the commission paid to the broker, unless otherwise agreed with RCRRA at the time of approval of the Lease Requisition. Manager shall use reasonable efforts to limit RCRRA's maximum exposure for Leasing Commissions plus tenant broker commissions to 150% of the Leasing Commission Manager would receive had there been no tenant broker.

7.6 Advertising, Name.

Manager shall cause advertising plans and promotional material to be prepared to further rentals in accordance with the Approved Operating Budget and as provided in Article 5 above. Such plans or material shall only be used if approved in advance in writing by RCRRA. Manager shall not use RCRRA's name in any advertising or promotional material without RCRRA's prior written approval in each instance. RCRRA acknowledges and agrees that it is necessary and desirable for Manager to coordinate all advertising, promotions and marketing affecting the Property, except as to RCRRA. Manager shall have primary responsibility for announcements, advertising, articles, promotions and marketing affecting the Property. RCRRA shall refer any requests for such items to Manager, and inform manager of RCRRA announcements and similar publications regarding Union Depot Manager shall work with RCRRA to coordinate such announcements with transportation users and government agencies. All announcements, publications and material referring to the Property shall use the name "Union Depot" when referring to the Property and Manager shall work with tenants, licensees and others in an attempt to assure that only the name "Union Depot" is used to identify the Property.

7.7 Leasing Expenses.

Subject to and as provided in attached Schedules 2 and 3, RCRRA shall reimburse Manager for all out-of-pocket expenses, if any, directly related to negotiating leases for space in the Property. RCRRA agrees to bear other incidental costs relating to the leasing of space in the Property, including without limitation, costs of postage, telephone, mailings, presentations, reports, renting plans, descriptive brochures and other forms of advertising of the space. Estimates of all of such anticipated expenses shall be included in the Approved Operating Budget or otherwise approved by RCRRA in writing.

7.8 Specialty Licensing.

As provided in Article 5 above, and subject to RCRRA's approval of the personnel and costs associated therewith, and to the extent provided for in Schedules 2 and 3, Manager shall make diligent efforts to supplement the leasing and net operating income of the Property through a

program of specialty leasing and licensing ("Specialty Leasing"), whereby short term leases and licenses agreements are put in place with retailers and other users to occupy space in the Property on a short-term (one year or less) basis. In consideration of Manager's efforts and in addition to reimbursement for Manager's personnel costs associated with the Specialty Licensing and Leasing program, RCRRA shall pay to Manager. The "Specialty Licensing Commission" as shown on attached Schedule 3.

7.9 Marketing Events.

Manager will follow standard procedurs for hosting marketing events to insure consistent and fair treatment to all vendors/exhibitors conducting events. Each year, RCRRA will be provided with an event schedule listing all special events, sales programs, promotions and community events for approval. If an event or program is added during the course of the year, these will also be submitted for approval. Any party sponsoring or hosting an event at Union Depot must sign an "Event Agreement" and provide the appropriate Certificate of Insurance (COI).

Event Agreements are standard forms maintained in Manager's DealTrak. Once the use has been pre-approved by RCRRA the approval process is completely handled within DealTrak as follows:

- Manager's marketing manager completes/submits all the information on the deal, which is approved by the Manager's regional marketing manager and regional specialty leasing manager.
- Once regional approval has been obtained, Manager's on-site marketing manager can print and forward the agreement to the licensee for signature.

ARTICLE 8. INDEMNIFICATION: INSURANCE

8.1 Indemnification.

Manager shall indemnify, hold harmless and defend RCRRA, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which RCRRA, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of Manager's gross negligence or willful misconduct.

8.2 Manager's Insurance

Manager shall purchase and maintain insurance with respect to this Agreement as follows:

1. The Manager shall purchase and maintain such insurance as will protect the Manager from claims which may arise out of, or result from, the Manager's operations under this Agreement, whether such operations are by the Manager or by any subcontractor, or by anyone directly employed by them.

2. The Manager shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to RCRRA throughout the term of this Agreement.
 - 2.1 Commercial General Liability Insurance
 - 2.1.1 \$ 1,500,000 per occurrence
\$ 2,000,000 general aggregate
\$ 2,000,000 products/completed operations total limit
\$ 1,500,000 personal injury and advertising liability
 - 2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.
 - 2.1.3 RCRRA and Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured with respect to the operations of the Manager, using ISO endorsement form CG 20 26 or the equivalent.
 - 2.2 Automobile Insurance
 - 2.2.1 Coverage shall be provided for hired, non-owned and owned auto.
 - 2.2.2 Minimum limits: \$1,000,000 combined single limit.
 - 2.3 Workers' Compensation and Employer's Liability
 - 2.3.1 Workers' Compensation as required by Minnesota Statutes.
 - 2.3.2 Employer's Liability limits:
\$500,000/\$500,000/\$500,000
 - 2.4 Professional Liability/Errors and Omissions Coverage (if applicable)
 - 2.4.1 Per Claim \$ 500,000
Per Occurrence Limit: \$1,500,000
Annual Policy Limit: \$2,000,000
 - 2.4.2 The Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.
3. Crime and Fidelity Bond: \$2,000,000
4. All Certificates of Insurance shall provide that the insurance company will endeavor to give RCRRA thirty (30) days prior written notice of cancellation, Best rating for the insurer shall be noted on the Certificate, and shall not be less than an A-X.

5. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Manager to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
6. Manager shall not commence work until Manager has obtained the required insurance and filed an acceptable Certificate of Insurance with RCRRRA.

8.3 RCRRRA's Insurance.

RCRRRA shall obtain and keep in force (i) insurance against physical damage (e.g. special causes of loss (all risk), boiler and machinery, flood, earthquake, etc.) for the full replacement cost of the Property and all of RCRRRA's property contained therein, and (ii) commercial general liability insurance (including contractual liability and personal injury coverages and such other coverages as may be appropriate), insuring against liability for loss, damage or injury to property or persons that might arise out of the occupancy, management, operation or maintenance of the Property in amounts customary for properties similar to the Property, but not less than \$5,000,000 in annual policy limits. The insurance companies issuing such insurance shall have an AM Best rating of not less than A-X. Manager will be named as an additional insured in all liability insurance maintained with respect to the Property and Manager shall be furnished a certificate evidencing such insurance which certificate shall provide that the insurer will endeavor to give Manager thirty (30) days prior written notice of cancellation. All such liability policies shall be primary and non-contributory with any liability insurance carried by Manager with respect to any claims arising out of the performance or non-performance of Manager's duties and activities within the scope of this Agreement or arising from any action or activity on, or condition of, the Property. Manager agrees (a) to notify RCRRRA and the insurance carrier promptly after Manager receives actual notice of any such loss, damage or injury; (b) to take no action (such as admission of liability) that might bar RCRRRA from obtaining any protection afforded by any policy RCRRRA may hold or that might prejudice RCRRRA in its defense to any claim, demand or suit within limits prescribed by the policy or policies of insurance. Manager shall aid and cooperate with RCRRRA in every reasonable way with respect to such insurance and any loss thereunder. All property damage and business interruption or rent loss insurance policies shall contain appropriate clauses pursuant to which the respective insurance carriers shall waive all rights of subrogation with respect to losses payable under such policies; and RCRRRA waives any claims against Manager, its partners, directors, officers, agents, servants and employees, which would normally be covered by any such insurance, including any deductibles, co-insurance or self-insurance retentions, irrespective of the cause thereof.

ARTICLE 9. RCRRRA'S RIGHT TO AUDIT

9.1 Right to Audit.

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, Manager upon written request, shall make available to RCRRRA, the State Auditor of the State of Minnesota and RCRRRA's ultimate funding sources, a copy of this Agreement and the books,

documents, records and accounting procedures and practices of Manager relating to this Agreement.

RCRRA reserves the right for RCRRA's employees, and others appointed by RCRRA, to conduct examinations, during regular business hours and following reasonable written notice to Manager, of the books and records maintained for RCRRA by Manager no matter where the books and records are located. RCRRA also reserves the right to perform any and all additional audit tests relating to Manager's activities either at the Property or at any office of Manager during regular business hours and following reasonable written notice to Manager; provided such audit tests are related to those activities performed by Manager for RCRRA.

Should RCRRA's employees or agents discover either weaknesses in internal control or errors in recordkeeping, Manager shall correct such discrepancies either upon discovery or within a reasonable period of time; provided, however, if RCRRA does not object to the annual financial reports described above for any year within one (1) year after receipt thereof, such statements shall be deemed conclusive and binding on RCRRA and RCRRA may not thereafter object to the financial statements or any item therein for such year. Manager shall inform RCRRA in writing of the action taken to correct such audit discrepancies. Any and all such audits conducted by RCRRA or its agents will be at the sole expense of RCRRA.

9.2 Production of Documents.

Manager shall, upon RCRRA's written request from time to time, submit copies of any contract, bill, license, agreement or any other document relating to the Property or to this Agreement in Manager's possession to RCRRA. Copies of all fully executed leases and lease-related documents shall be retained by or sent to RCRRA.

ARTICLE 10. PAYMENT OF EXPENSES

10.1 Manager's Personnel Costs.

Upon payment by Manager, Manager shall be reimbursed out of the Operating Account for costs of the base salaries and wages, payroll taxes, insurance, worker's compensation, benefits, travel, hiring, training, payroll and benefits administration costs of all personnel identified on Schedule 2, as revised by mutual written agreement of Manager and Owner from time to time. Such reimbursement shall be due on the date of payment of any such expenses by Manager and shall be made through an ACH Electronic Funds Transfer or other such electronic payment method. Manager shall be entitled to reimbursement for any and all claims, liabilities or obligations with respect to the personnel listed on Schedule 2 and arising out of or relating to the provisions of the Employee Retirement Income Security Act of 1974 and the Multi-Employer Pension Plan Amendments Acts of 1980, as both may be amended, replaced or supplemented.

10.2 Costs Eligible For Payment from Operating Account.

After receiving approval from RCRRA as set forth in Section 4.3, Manager shall pay from the Operating Account all expenses properly incurred by Manager pursuant to this Agreement that are

set forth in the Approved Operating Budget or otherwise approved by RCRRA in writing, or as provided in the Schedules including the following expenses:

- (a) Cost to correct any violation of Legal Requirements in accordance with Section 6.5(2) above, if any;
- (b) Cost incurred by Manager in connection with all service agreements properly entered into pursuant to this Agreement and all Property Agreements to the extent RCRRA has requested that Manager make any payments or perform any duties there under;
- (c) Cost of collection of delinquent rentals collected through a collection agency or other third party approved by RCRRA;
- (d) Legal fees of attorneys provided such attorneys have been approved by RCRRA in writing in advance of retention;
- (e) Cost of capital expenditures made pursuant to the Approved Operating Budget;
- (f) Cost of printed checks for each bank account required by RCRRA and cost of printed forms and supplies required for use at the Property;
- (g) Leasing Commissions due to tenant brokers;
- (h) Cost of RCRRA-approved advertising and promotional material;
- (i) All compensation payable to Manager pursuant to this Agreement, including, but not limited to, Management Fees, Leasing Commissions, Specialty Licensing and Sponsorship Commissions, Tenant Coordination Fees, and Construction Management Fees; which shall be in the amounts identified in Schedule 3.
- (j) Utility costs;
- (k) Costs of updating and maintaining CAD plans and related costs included in the Approved Operating Budget or as otherwise approved by RCRRA;
- (l) Costs of supplies purchased pursuant to Section 6.9;
- (m) Costs of industry association (e.g., BOMA and ICSC) dues or exhibition/trade show fees and related costs included in the Approved Operating Budget or as otherwise approved by RCRRA;
- (n) Travel expenses for Manager's personnel listed on Schedule 2 and providing direct services to the Property to the extent included in the Approved Operating Budget or as otherwise approved by RCRRA, and subject to the following: all airfare will first be authorized by RCRRA and will be reimbursed at coach rates; lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according

to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less; mileage will be reimbursed at the IRS rate in effect at the time of travel.

- (o) If requested by RCRRA, costs of insurance required to be maintained by RCRRA pursuant to Section 8.3 hereof;
- (p) Costs of Realm Pay for the accounts payable system;
- (q) Reasonable compensation and expenses, including travel costs, of Manager's home office or other staff related to the transition of the Property and hiring of on-site staff; and
- (r) The costs of employees employed by Manager in accordance with Section 10.1 and the attached Schedule 2.

10.3 Non-reimbursable Costs.

The following expenses or costs incurred by or on behalf of Manager in connection with the management and leasing of the Property shall be at the sole cost and expense of Manager and shall not be reimbursed by RCRRA:

- (a) cost of gross salary and wages, payroll taxes, insurance, workmen's compensation, and other benefits of Manager's personnel, except such costs pertaining to employees employed by Manager in accordance with attached Schedule(s) 2 and 3;
- (b) cost of insurance required to be maintained by Manager at its own expense hereunder or purchased by Manager for its own account;
- (c) cost of forms, stationery, ledgers and other supplies and equipment used at Manager's home office except such forms as may be used exclusively for the benefit of the Property or RCRRA;
- (d) cost of employee bonuses, incentive compensation or pay advances except such costs as are shown on attached Schedule(s) 2 and 3 for on-site staff or approved by RCRRA as part of the Approved Operating Budget;
- (e) except as provided in Section 10.2 above and Schedule 2, cost for travel for Manager's home office personnel who travel to and from the Property or RCRRA's offices, unless specifically approved by RCRRA or as included in the Approved Operating Budget; and
- (f) cost of general accounting and reporting services, as such services are considered to be within the reasonable scope of Manager's Services hereunder and are compensated for as part of the Management Fee.

ARTICLE 11. RCRRA'S RESPONSIBILITIES

11.1 Office and Equipment

RCRRA shall, at its expense, provide to Manager suitable space constructed and furnished in a manner consistent with the image and marketing of the Property, including any equipment or office furnishings in the Property, free of any rent or other charges, in order for Manager to properly fulfill its duties and obligations under this Agreement with respect to the Property, as further provided on attached Schedule 2. Manager shall not be required to pay rent for such space, nor to pay for any utilities, fixtures, telephone or furniture used therein, provided that any improvements or additions thereto are approved by RCRRA or included in the Approved Operating Budget. Manager shall have no lease or property interest in any of the Property.

11.2 Payment of Taxes and Amounts Due under Property Agreements.

- (a) RCRRA, at its option, may pay directly all taxes, special assessments, insurance premiums and mortgage payments due with respect to the Property. Unless and until RCRRA specifically requests that Manager make any such payments and provides Manager with adequate information and documentation to do so, it shall be presumed that such payments are being made, and related relationships handled, by RCRRA, except that Manager shall coordinate with tenants as provided in Section 6.14 above.
- (b) RCRRA shall be responsible for all taxes due and payable on any payments to Manager hereunder, including any sales tax, value-added tax or gross receipts tax, provided, however, in no event shall RCRRA be responsible for any net income or franchise tax assessed against Manager, all of which shall be the responsibility of Manager.

11.3 Non-Solicitation of Employees.

Except Manager's employees based at the Property who work solely for the benefit of the Property, RCRRA agrees not to, directly or indirectly, attempt to persuade or solicit any employee of Manager to terminate such employment with Manager, and agrees not to hire any employee of Manager while such employee is employed with Manager and for a period of one (1) year after termination of employment with Manager, including without limitation, engaging such Manager employee or former employee as an independent contractor or as an employee of any person other than Manager or any affiliate of Manager.

ARTICLE 12. HANDLING OF CLAIMS

12.1 Handling of Claims.

Should any claim, demand, suit or any other legal proceedings be made or instituted by any third party against a party to this Agreement, which arises out of any of the matters relating to this

Agreement, each party shall give the other, upon request, all pertinent information and reasonable information in the defense or other disposition thereof.

ARTICLE 13. COMPENSATION

13.1 Compensation.

Each prescribed monthly accounting period Manager shall receive remuneration for its services in accordance with the terms of this Agreement. Manager shall receive the following fees:

- (a) A monthly management fee in the amounts shown on attached Schedule 3 for each monthly accounting period ("Management Fee"). Gross Revenue as used therein shall mean the aggregate amount of all revenues from the operation of the Property including, without limitation, (i) tenant rentals (including escalation, percentage rent, if any) and any other fees and charges collected pursuant to leases, license agreements, occupancies or use of the Property, (ii) security deposits forfeited by tenants during or in respect to the term hereof; (iii) parking; (iv) proceeds from rental interruption insurance received in respect of such term; (v) net income from work orders, construction charges, supervisory, consent or approval charges and license and storage fees, if applicable; (vi) termination fees or other non-rental recoveries from lease buyouts or legal actions; and (vii) all other miscellaneous income and net operating income for any services or products furnished or billed to tenants or any other users, Gross Revenue shall be based only on amounts actually collected and there shall be excluded there from: (i) payments for capital improvements, remodelings and amortization for tenant work; and (ii) security deposits not as yet forfeited by tenants to RCRRA. Manager shall be entitled to receive the Management Fee on the pro rata portion of rents received by RCRRA after the termination of this Agreement but applicable to time periods prior to the termination hereof;
- (b) Leasing Commissions, Specialty Leasing/Licensing and Tenant Coordination Fees as set forth in Schedule 3;
- (c) Development Fees and Construction Management Fees as set forth in Schedule 3; and
- (d) Termination Fee as set forth in Article 2 and Schedule 7.

The Management Fee, Leasing Commissions and Specialty Licensing and Sponsorship Commissions, Development Fees, and Construction Management Fees shall be paid to Manager from the operating account for the Property through an ACH Electronic Funds Transfer or other such electronic payment method.

ARTICLE 14. NOTICES

14.1 Notices.

All notices, demands, consents and reports provided for in this Agreement shall be in writing and shall be given to RCRRA or Manager at the address set forth below or at such other address as they individually may specify thereafter in writing:

RCRRA: Union Depot, Suite 200
214 4th Street East
St. Paul, MN 55101
Attention: Director

MANAGER: JONES LANG LASALLE AMERICAS, INC.
3344 Peachtree Road NE, Suite 1200
Atlanta, GA 30326
Attention: President and CEO, Retail

With copies to: JONES LANG LASALLE AMERICAS, INC.
200 East Randolph Drive
Chicago, IL 60601
Attention: General Counsel, Americas

Address for receipt of payments: JONES LANG LASALLE AMERICAS, INC.
P. O. Box 95028
Chicago, IL 60694-5028
Attn: Billing for Saint Paul Union Depot

Such notice or other communication may be mailed by United States registered or certified mail, return receipt requested, postage prepaid and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the Post Office. Such notices, demands, consents and reports may also be delivered by hand or by nationally recognized overnight courier service. For purposes of this Agreement, notices will be deemed to have been given upon receipt or rejection of receipt whether given by personal delivery, overnight courier service or the United States mails as provided above.

ARTICLE 15. GENERAL PROVISIONS

15.1 No Assignment.

Manager shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of RCRRA.

15.2 Non-Conforming Services.

The acceptance by RCRRA of any non-conforming services under the terms of this Agreement or the foregoing by RCRRA of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of RCRRA's right to conforming services or any rights

and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of RCRRA provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

15.3 Equal Employment Opportunity.

Manager agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law, Manager shall furnish a written affirmative action plan.

15.4 Workforce Diversity.

Manager shall make good faith efforts throughout the term of this Agreement, and any extensions thereof, to employ persons of color for all classifications of work under this Agreement, and shall, when requested by RCRRA, submit a written report to RCRRA regarding the efforts and results of such efforts, including employment by job classification.

15.5 Prevailing Wage.

Manager and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction.

For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes, Section 177.42.

Pursuant to Minnesota Statutes, Sections 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

15.5 Respectful Workplace and Violence Prevention.

Manager shall make all reasonable efforts to ensure that Manager's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey County Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

15.6 Subcontractor Payment.

Manager shall pay any subcontractor within ten days of Manager's receipt of payment from RCRRA for undisputed services provided by the subcontractor. Manager shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, Manager shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Manager must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

15.7 Data Practices.

All data collected, created, received, maintained or disseminated for any purpose in the course of Manager's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

Manager shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA or Ramsey County data is contained or which are used to access RCRRA or Ramsey County data for the Union Depot Site or this Agreement. Additionally, access to RCRRA data shall be limited to those persons with a need to know for the provision of services by Manager. These measures include, but are not limited to, authenticated access to network data storage, use of up-to-date anti-virus software, controlled access to the physical location of the hardware, and the encryption of computers and storage devices.

15.8 Conflict of Interest.

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. Manager agrees that if, after award, an organizational conflict of interest is discovered, Manager must make a prompt and full written disclosure to RCRRA that includes a description of the action Manager has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, and Manager does not promptly cure the same, RCRRA may, at its discretion, terminate this Agreement. If Manager was aware of an organizational conflict of interest prior to the award of the date of this Agreement and did not disclose the conflict to RCRRA, RCRRA may terminate this Agreement for default without liability.

15.9 Waste Reduction.

Manager shall participate in a recycling program for at least four broad types of recyclable materials at the Property and shall favor the purchase of recycled products in its procurement processes for the Union Depot Site.

15.10 Alteration.

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

15.11 Interpretation of Agreement; Venue.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

15.12 Prompt Payment

Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

15.13 Contractor Certification Regarding Debarment, Suspension, and Responsibility (If applicable).

Federal Regulation 45 CFR 92.35 prohibits RCRRA from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government.

By signing this Agreement, Manager certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
2. Have not within a three-year period preceding this Agreement:
 - a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - b. violated any federal or state antitrust statutes; or
 - c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - b. violating any federal or state antitrust statutes; or
 - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

4. Have not had one or more public transactions terminated with in the preceding three years for cause or default; and
5. Shall not knowingly enter into any transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and that they will require any subcontractor that receives more than \$100,000 to make a similar certification as set forth herein; and
6. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and
7. Shall immediately give written notice to RCRRA should Manager come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

15.14 Lobbying.

For all contracts involving over \$100,000 in federal funds, Manager must sign the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, attached hereto and made a part of this Agreement as Schedule 10.

15.15 Non-Waiver.

Nothing in this Agreement shall constitute a waiver by RCRRA or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.

15.16 Consents and Approvals.

RCRRA's consents or approvals may be given only by representatives of RCRRA from time to time designated in writing by the Director of RCRRA.

15.17 Pronouns.

The pronouns used in this Agreement referring to RCRRA and Manager shall be understood and construed to apply whether RCRRA or Manager be an individual, co-partnership, corporation or an individual or individuals doing business under a firm or trade name.

15.18 Headings.

All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

15.19 Survival.

The provisions of Articles 2, 6, 8, 9, 12 and Sections 11.3, 15.19 and 15.20 of this Agreement shall survive the expiration or termination of the term of this Agreement.

15.20 Limited Liability.

No official, director, officer, agent, employee, representative or affiliate of either party shall have any personal liability in connection with this Agreement. Neither party shall be liable to the other for, and each party hereby waives any and all rights to claim against the other party, any special, indirect, incidental, consequential, punitive or exemplary damages in connection with this Agreement, including, but not limited to, lost revenue or profits, even if a party has knowledge of the possibility of such damages. Excluding (1) third-party claims for bodily injury or property damage, and (2) claims arising out of Manager's fraud, willful misconduct, or gross negligence, in no event shall Manager's liability to RCRRA hereunder exceed \$2,000,000.

15.21 Copies of Agreement; Signatures.

The parties agree that (i) an electronic signature shall be considered an original signature, and (ii) a copy of the fully executed Agreement shall be considered an original instrument, and each, together or separately, shall become binding and enforceable as if original and the parties may rely on the same to prove the authenticity of the Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the party and delivered to the other party.

15.22 Complete Agreement.

This Agreement, and the Exhibits and Schedules which are attached to it and are by this reference confirmed as a part of it, constitutes the entire agreement between the parties with respect to the activities described in this Agreement and the Property, and this Agreement supersedes and takes the place of any and all previous discussions and agreements by and between the parties relating to the subject matter of this Agreement and the Property.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date and year first above written.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____
Title: _____

**MANAGER:
JONES LANG LASALLE AMERICAS,
INC.**

By: _____
Name: Kristin Mueller
Title: Executive Vice President – Retail

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

RCRRA to furnish

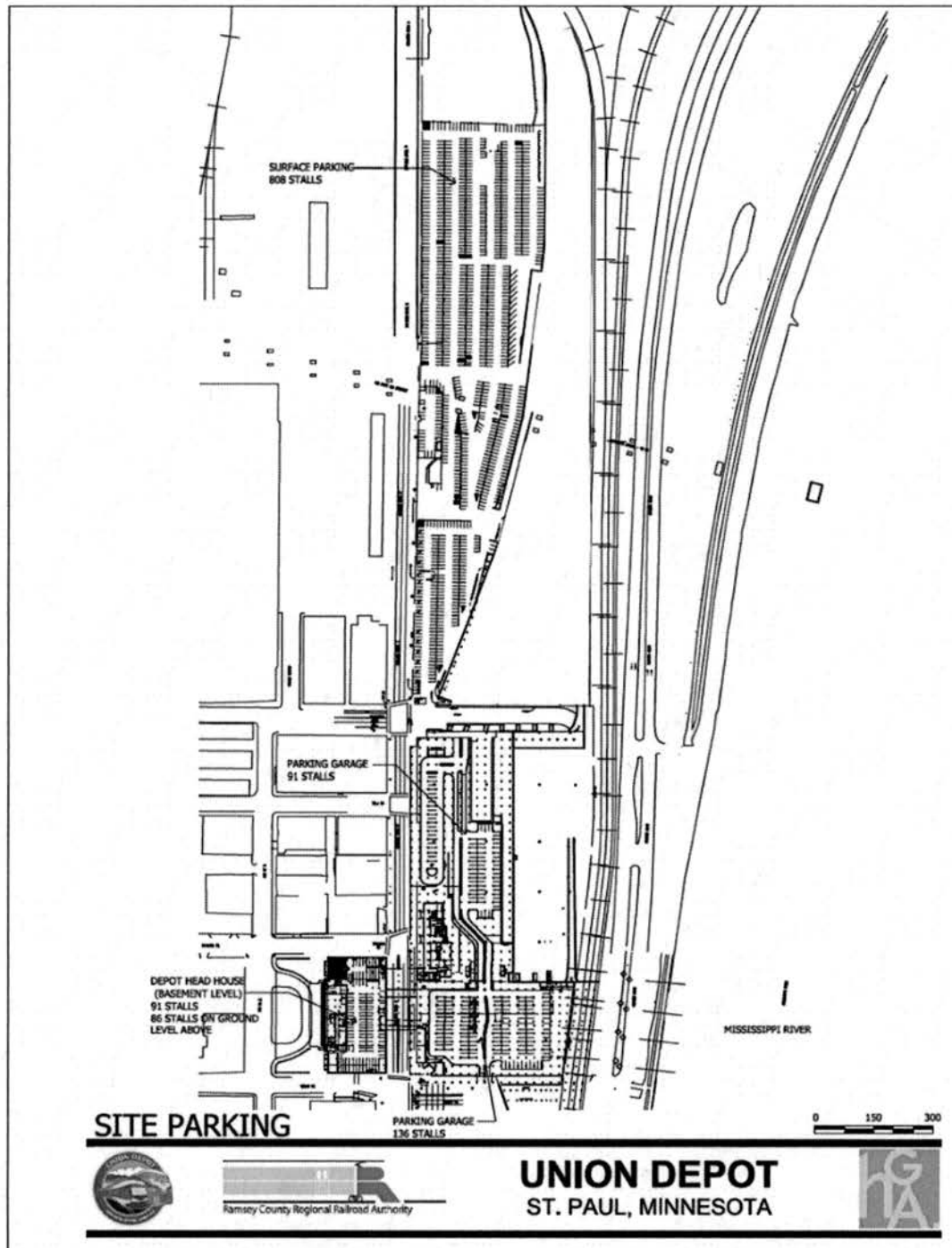
EXHIBIT B

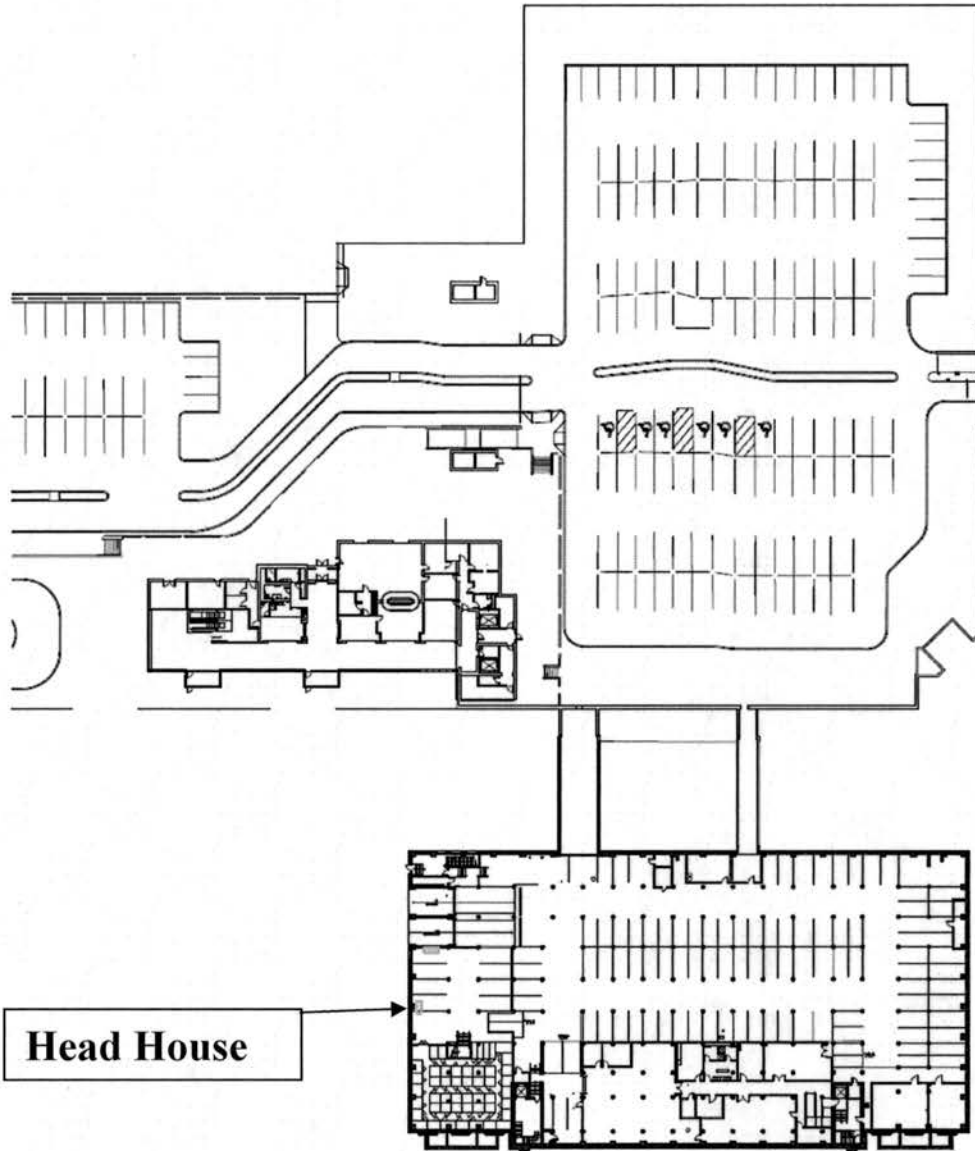
UNION DEPOT SITE PLAN/BUILDING PLANS/SITE PHOTOS

RCRRA to furnish

EXHIBIT B

UNION DEPOT SITE PLAN/BUILDING PLANS/SITE PHOTOS





Head House

Basement Level

0 35 70



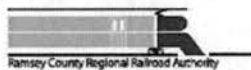
UNION DEPOT
ST. PAUL, MINNESOTA

Platform Access

**New Glass
Entryway**

Front Plaza

GROUND LEVEL



UNION DEPOT
ST. PAUL, MINNESOTA

Platform Access

Waiting Room

Concourse

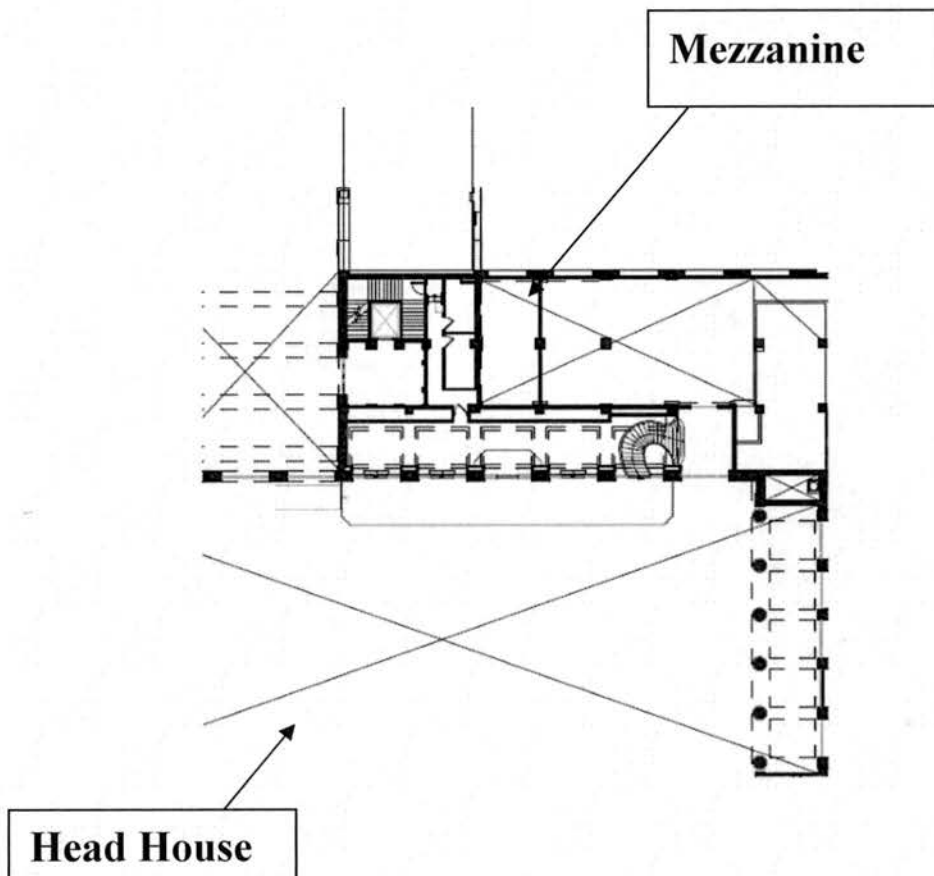
Head House

Front Plaza



UNION DEPOT
ST. PAUL, MINNESOTA

Main Floor



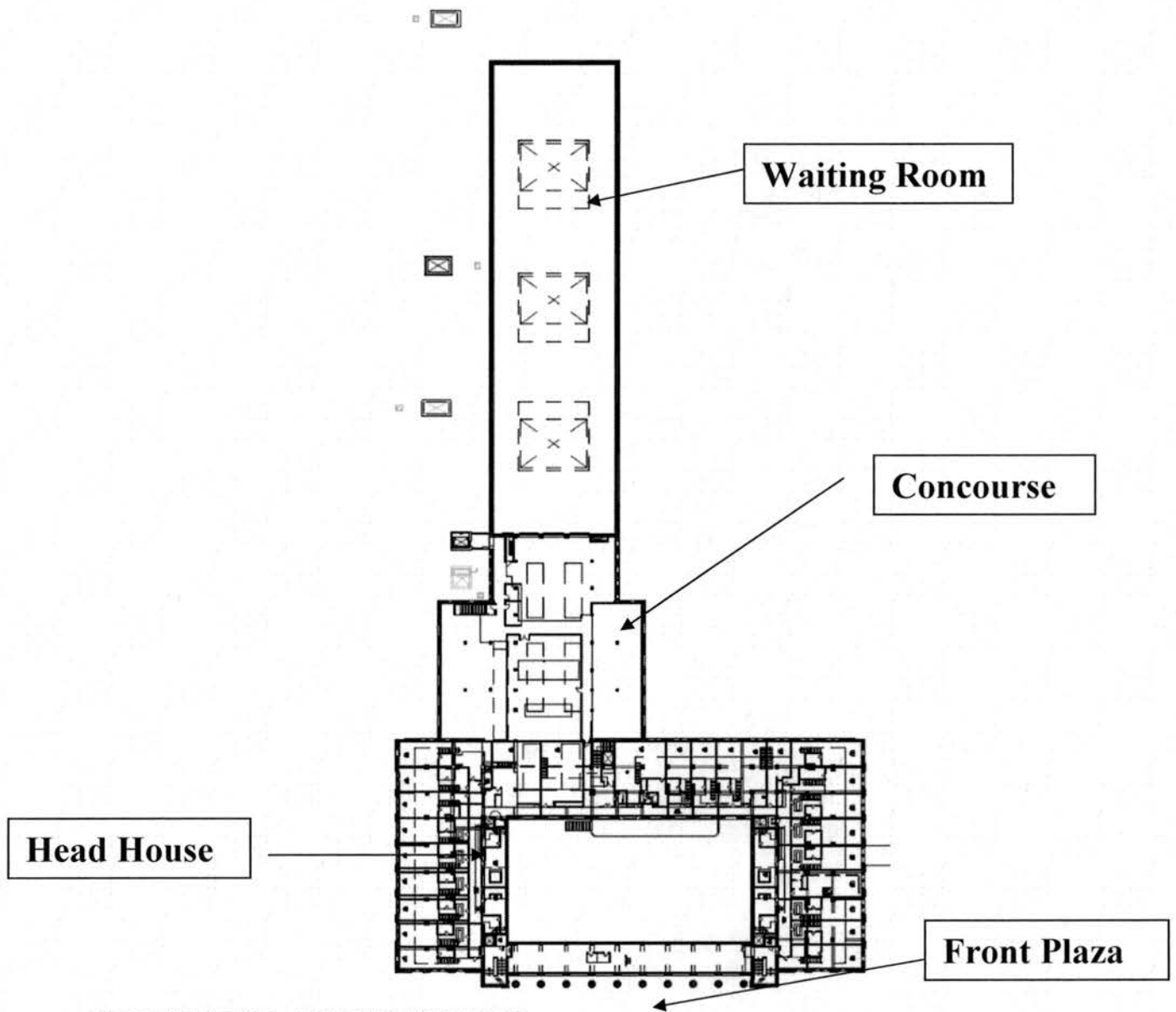
MEZZANINE LEVEL

0 16 32



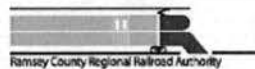
UNION DEPOT
ST. PAUL, MINNESOTA

61



SECOND LEVEL, WITH 3 TENANTS

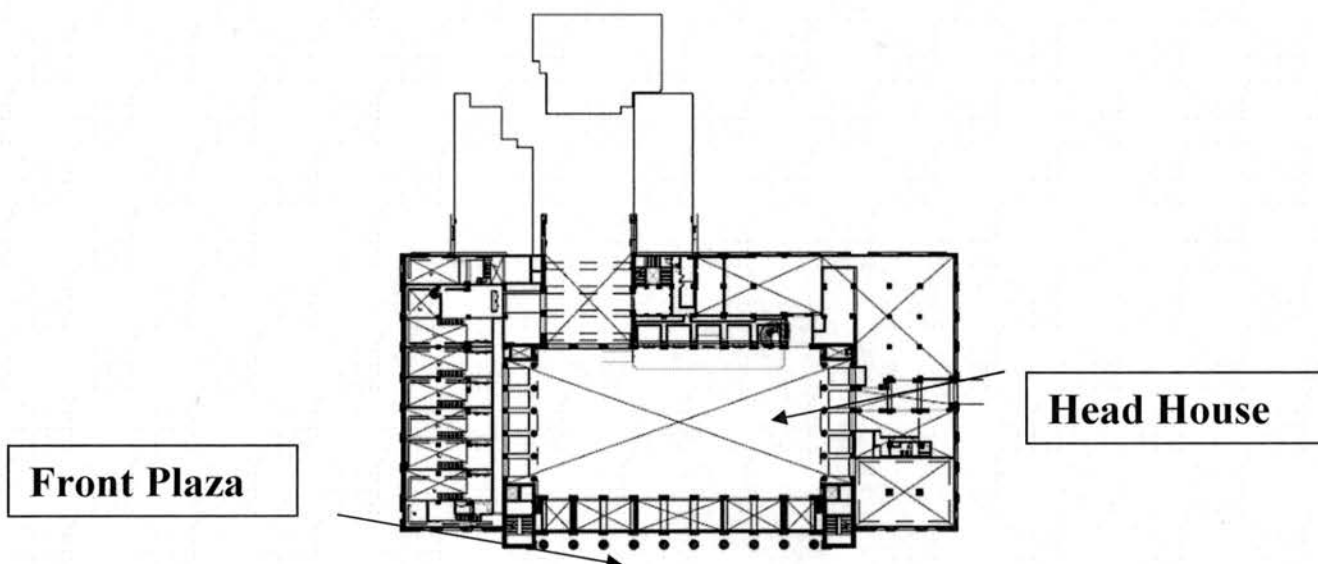
0 35 70



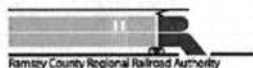
UNION DEPOT
ST. PAUL, MINNESOTA

Second Level

62

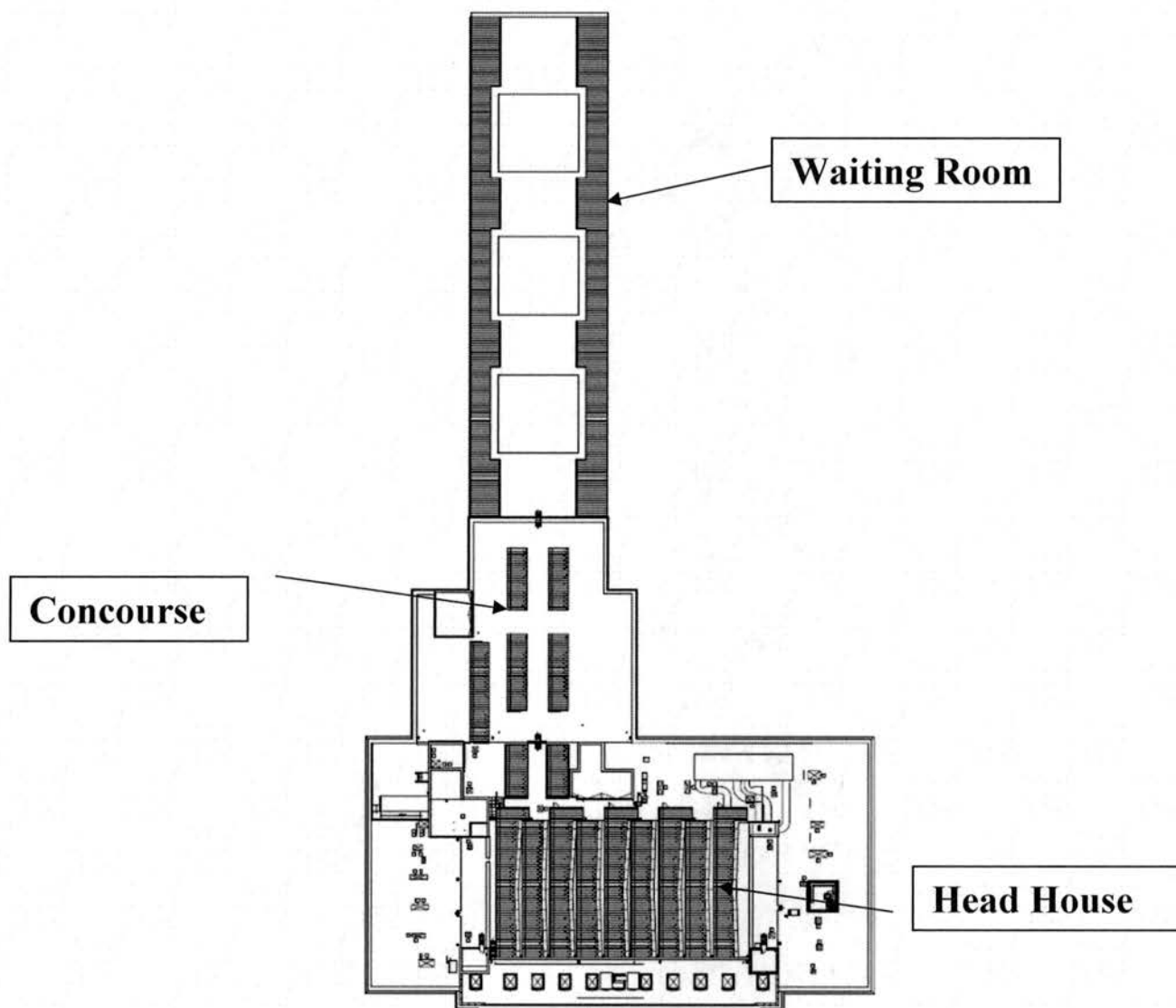


SECOND LEVEL

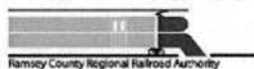


UNION DEPOT
ST. PAUL, MINNESOTA

Second Level



ROOF LEVEL



UNION DEPOT
ST. PAUL, MINNESOTA

Roof Level



FRONT PLAZA: Light Rail Platform (Under Construction) *Dated: November 23, 2011*



MAIN FLOOR: Tenant #1 located in Head House – Christos (Under Renovation) *Dated: November 23, 2011*



MAIN FLOOR: Skyway Entrance in Head House *Dated: November 23, 2011*



MAIN FLOOR: View looking south from Concourse (Under Renovation) *Dated: June 15, 2012*



MEZZANINE: Tenant #11 located in Head House (Under Renovation) Dated: November 9, 2011



SECOND FLOOR: Tenant #9 located in Concourse (Under Renovation) Dated: November 9, 2011



MAIN FLOOR: View of Waiting Room, looking north (*Under Renovation*) Dated: June 15, 2012



KELLOGG ENTRANCE: View of entry at train deck level (*under renovation*) Dated: June 15, 2012



TRAIN DECK: Looking west towards Waiting Room Dated: *(under renovation)* March 6, 2012



VERTICAL CIRCULATION TOWERS: Skyway Entrance in Head House Dated: June 15, 2012

EXHIBIT C

INCLUDED PERSONAL PROPERTY OF RCRRRA

RCRRRA to furnish

EXHIBIT C

INCLUDED PERSONAL PROPERTY OF RCRRA

As part of the ongoing restoration of Union Depot, RCRRA has purchased several items that will anticipated to be utilized by the Manager. Below is a list of tools:

DeWalt Angle Grinder - D28402 (352643)
Skilsaw SHD 77 71/4 (003 395185)
DeWalt DC212 18V SDS Hammer (329582)
Panasonic EY6432 15.6V (00800195)
Panasonic EY6432 15.6V (00800196)
NOT USED - number would not stick
Milwaukee Sawzall (A66D610170860)
Skilsaw SHD 77 71/4 (003 395119)
Royal MC 14MX 14 sheet Microcut Shredder
Werner 6' step ladder (9183824)
Werner 10' step ladder (10313313)
Werner 8' step ladder (70144323)
Werner 12' step ladder (110273431)
Bulldog power light Model#BD-8UD
Bulldog power light Model #BD-8UD
The Troll Material handling cart (G006645)
Eagle Safety Storage Cabinet Model-1962
Eagle Safety Can - 5 gal.
Eagle Safety Can - 5 gal.
Jackson Steel wheel barrow M6T22BB
Hammer tacker
6' step ladder
Milwaukee Sawzall (A66D610500205)
Defibrillator
Werner 28' extension ladder (11020362)
Milwaukee Sawzall (A66D610170950)
Rubbermaid Mop Pail 90-7281-A1
Rubbermaid trash cart Large
Rubbermaid trash cart Large
Panasonic EY6432 15.6U 01000336

Milwaukee Sawzall (A66D611070106)
Stabila level 4' 196-2 (8963437448)
Panasonic EY6432 15.6V (81100648)
Jackson Steel wheel barrow M6FFBB
Hilti Sid 144A 0886858
Hilti Sid 144A 0886871
Sticker did not stick
Milwaukee 3/8" Drill 067AD09300664
Milwaukee Sawzall B36A611120129
Bosch JS470E 101 00383
Skilsaw SHD77M 101 491607
Skilsaw SHD77M 101 491606
Hilti TE-7 01-0018893-CN-11
Jackson Steel Wheel Barrow M6T22BB
Jackson Steel wheel barrow M6T22BB
Milwaukee Bandsaw C05AD10421497
Dewalt cordless Sawzall 962924
Panasonic EY6432 15.6V 10300076
Milwaukee Sawzall A660611120899
Dewalt Dc212 18V SDS Hammer (330698)
Metabo Angle Grinder 1040027523
Metabo Angle Grinder 9040036570
CISCO IP Phone 7942 (Spare)
CISCO IP Phone 7942 (J. Utpadel)
2-drawer Legal File Cabinet
2-drawer Legal File Cabinet
2-drawer Legal File Cabinet
2-drawer Legal File Cabinet
4-drawer Legal File Cabinet
4-drawer Legal File Cabinet
4-drawer Legal File Cabinet
4-drawer Legal File Cabinet
4-drawer Legal Gray w/ Lock
4-drawer Legal Gray w/ Lock
18" Pedestal Fan

18" Pedestal Fan
18" Pedestal Fan
18" Pedestal Fan
18" Pedestal Fan
Honeywell Single Gas Detector
Honeywell Gas Alert Quattro
18" Pedestal Fan
18" Pedestal Fan
18" Pedestal Fan
Web Cam - Head House Roof
Web Cam - Post Office (not explicitly labeled)
Impact Wrench w/ Detent Pin Anvil, corded - 7.5A, 1/2"
Sump Pump, 1/6 HP
Hilti Foil Dispenser
Sump Pump, 1/6 HP
Roll Up Sign Holder
Roll Up Sign Holder
Roll Up Sign Holder
Roll Up Sign Holder
Roll Up Sign Holder
Roll Up Sign Holder
Rigid Blower Vac 6.5hp 16 Gallon WD1670
Rigid Blower Vac 6.5hp 16 Gallon WD1670
Metabo Grinder 6" SN#00160420
Metabo Grinder 7" SN#1020082083
Metabo Grinder SN#6277-0001
Skillsaw SN#105 522334
Hilti Grinder SN#101000002
DeWalt Cordless Sawzall
Metabo Grinder SN# 0020040668
Metabo Grinder SN# 0020040534
Extension Ladder 24' (Werner) Fiberglass
Hilti Right Angle Adapter SN# 00272701
Office Air Conditioner - Sears
Office Air Conditioner - Sears
Concrete Sprayer - 3.5 Gallons
Hoover Vac Guardsman MOD# C1433-010
Steel Wheel Barrow
Portable Band Saw
Circular Saw 7 1-4"
Cannon Power Shot Camera 12.1 Meg.Pix

Portable Air Compressor
4 Drawer Legal Filing Cabinet - Tan
4 Drawer Legal Filing Cabinet - Tan
Ridgid 16 gal. blower vac.
Ridgid 16 gal. blower vac. WD16800
Hilti TE 30 - C 02-0070153-AN-11
Hilti TE 30 - C 02-0070157-AN-11
Dewalt 1/2" drill motor 727119 (2011 43-49
Milwaukee 1/2" drill 719DD11151343
Milwaukee 1/2" drill 719DD11120072
Air King Blower Fan 3 Speed
Air King Max PerformanceBlower Fan 3 Speed
Air King Max PerformanceBlower Fan 3 Speed
Air King Max PerformanceBlower Fan 3 Speed
Lumix 12 megapixel camera
Megaphone, Peak Power 25W
Step Ladder
Step Ladder
Drum Fan (Large)
Drum Fan (Large)
Drum Fan (Large)
Drum Fan (Large)
Drum Fan (Large)
Drum Fan (Large)
Drum Fan (Large)
Drum Fan (Large)
Floor Fan
Construction Master Pro Calc.
Survey Data Collector
Automatic Level

SCHEDULE 1

PROPOSED TRANSITION AND MOBILIZATION PLAN

JLL to insert

SCHEDULE 1

Proposed Transition and Mobilization Plan

Property Management Timeline

Recommended Timeline (based on 7/1 start date)	Completion Date		
	6 months prior to opening	4 months prior to opening	2-4 months prior to opening
Onsite Staff Hire Dates			
General Manager			
Operations Manager			
Administrative Assistant			
Property Accountant			
Project Programming , Procedures and Purchases			
Develop common area maintenance cost budgets			
• Security			
• Housekeeping			
• Trash Removal			
• Maintenance			
• Landscaping			
Develop cost recovery billing programs			
Create plans for space lay-out, design and operation of support facilities (e.g., management, security and operations offices/facilities/storage)			
Execute staffing planning, costs and hiring			
Determine equipment, supplies and tools inventories, costs and purchasing			
Prepare service contract scopes of work and conduct negotiations			

Recommended Timeline (based on 7/1 start date)	Completion Date		
	6 months prior to opening	4 months prior to opening	2-4 months prior to opening
Develop common area use policies and procedures			
Create emergency preparedness plans			
Establish customer service facilities and programs			
Prepare and implement consumer marketing programs; purchase equipment/décor			
Prepare specialty leasing and alternative revenue programs; purchase equipment			
Develop a library of standard documents to be used for the project:			
• Standard service contract			
• Standard equipment lease			
• Standard specialty license agreement			
• Standard marketing contracts			
• Special purpose contracts			
Accounting			
Develop income, expense and capital budgets			
Abstract tenant leases			
Establish financial reporting and accounting procedures and reports			

Activation and Development Timeline

Recommended Timeline (based on 7/1 start date)	Completion Date		
	6 months prior to opening	3 months prior to opening	2-4 weeks prior to opening
Onsite Staff Hire Dates			
Marketing Manager/Special Events Coordinator			
Specialty Leasing Manager (2014)			
Branding/Brand Marketing			
Support the owner and development/leasing team in creating awareness of the project brand to retailers, the community and city officials			
Oversee the entire retail branding program through the development phase			
Conduct and analyze research			
Develop strategic brand marketing targeting:			
• City and government officials			
• Consumer			
• Community			
• Retailers			
Develop branding collateral			
Create and implement a strategic publicity campaign			
Oversee the coordination of the developer's and retailers' public relations agencies to include such events and collateral as:			
• Promotions in trade and local publications			
• Providing hard hat tours			
• Promotion of events			

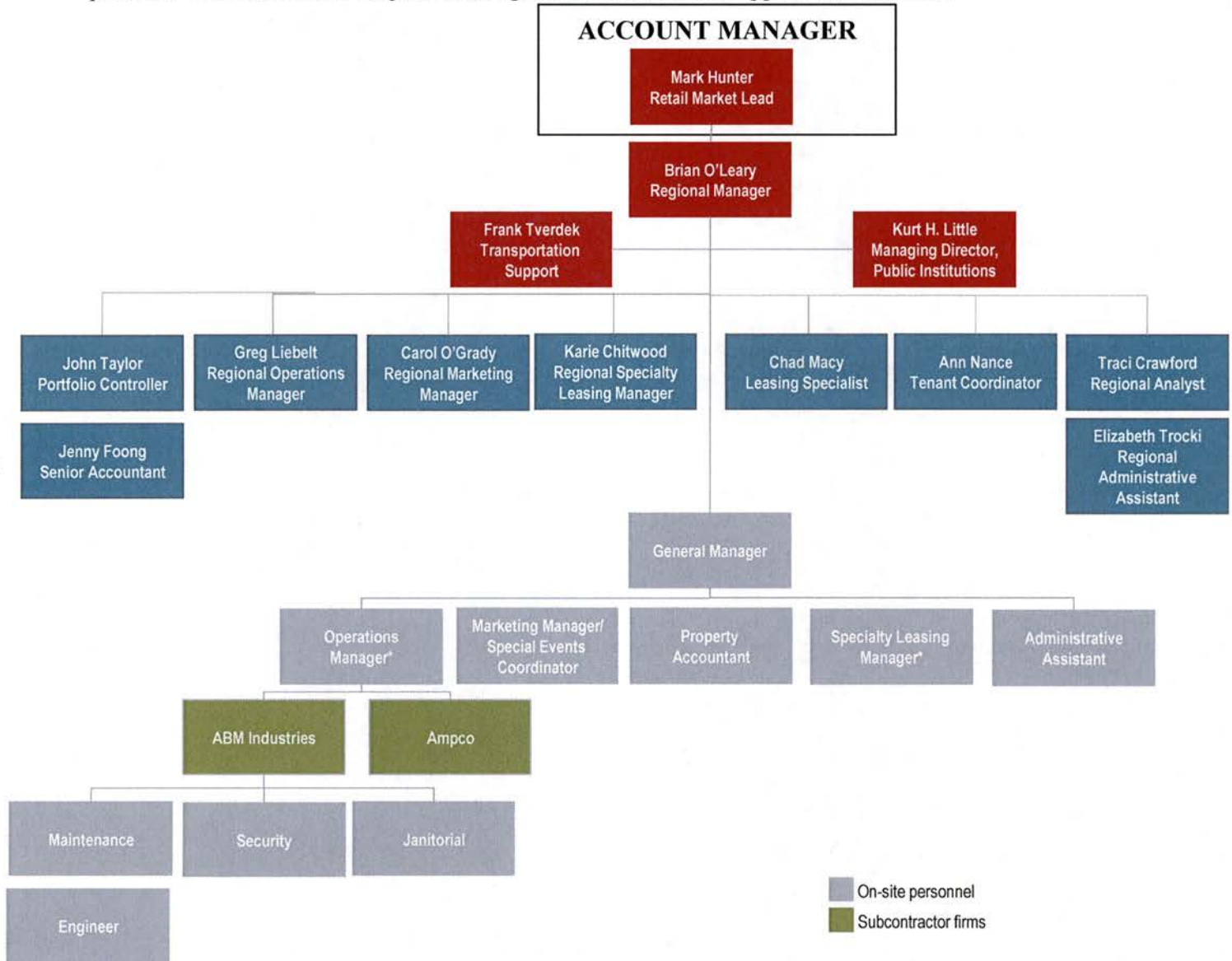
Recommended Timeline (based on 7/1 start date)	Completion Date		
	6 months prior to opening	3 months prior to opening	2-4 weeks prior to opening
Providing special interest stories			
Development of press packets			
Custom packages for press			
Develop and launch a website to promote the project throughout all phases			
Develop comprehensive strategic plan for the following phases			
Pre Grand Opening			
Grand Opening (including all activities, retailer sponsorship for events, retailer and consumer communication)			
Post Grand Opening			
Leasing			
Conduct a strategy meeting with client service team and RCRRA to discuss goals, priorities and expectations			
Conduct a thorough market review to gain a comprehensive understanding of the trade area, competition and Union Depot			
Perform a void analysis to determine uses that are underrepresented			
Develop a leasing plan/strategy to secure tenants			
Creation of leasing support materials			
Begin development of grand opening plans including gala and opening ceremony			
Implement leasing strategy			
Identify potential merchandise uses			
Relocate Christo's (if possible)			
Secure short term tenants			
Secure long term tenants (2013-2014)			
Marketing			
Form partnership with the Neighborhood Development Center			
Relocate Christo's (if possible)			
Hire advertising and public relations agencies			
Brand development for all graphics featuring new logo for internal and external use			
Implement public relations plan			
Develop 2013 marketing plan and budget			
Launch advertising plan for the opening			
Grand opening ceremony			
Implement public programming			

SCHEDULE 2

STAFFING AND OFFICE SPACE REQUIREMENTS

Staffing

The following organizational chart outlines the team responsible for executing the property management, activation and development services for Union Depot and the services this team will provide. This schedule is subject to change, and the reasonable approval of RCRRA.



*Positions to be filled in 12-18 months from start date of service

Offsite Manager Personnel

The following table outlines offsite Manager personnel along with their estimated monthly hours for providing the manager services.

Position	Qualifications/ Experience	Primary Responsibilities	Estimated Monthly Hours
Mark Hunter Retail Market Lead	25+ years of real estate experience - Specialty in creating and implementing strategies that maximize value	- Serves as the primary point of contact - Provides oversight for all operational functions - Collaborates with the client service team and property team to develop and implement effective strategies for the property	25 hours
Brian O'Leary Regional Manager, Property Management	25+ years of real estate experience - Specialty in property management and operations - Works closely with Regional Managers on sharing best practices in transportation facilities	- The primary relationship manager who oversees a group of properties aligned with assigned clients - Provides day-to-day guidance and support to the property teams by ensuring that they have the resources, knowledge and skills to meet the clients' objectives	30 hours
Kurt H. Little Public Institutions/ Governmental Oversight	25+ years of real estate experience - Specialty in asset value and implementation strategies for Public Institution clients	Works with management to ensure federal and local affirmative action compliance, which includes evaluating, monitoring and providing any reporting needs	15 hours
Frank Tverdek Transportation Facility Support	Specialty in property management for transportation facilities	Provides support on property management efforts for transportation facilities	10 hours
Chad Macy Leasing Specialist	14+ years of real estate experience - Specialty in leasing and retailer relationships	- Based in Minneapolis, assists in developing the leasing strategies, pro forma rents and allowances; helps negotiate deals to meet client goals - Provides local market knowledge - Canvasses the market to attract local and regional tenants	20 hours
Karie Chitwood Regional Specialty Leasing Manager	6 years of real estate experience - Specialty in specialty leasing and sponsorships	- Oversees specialty leasing transactions for the property and maximizes the value of the property through increased rents - Guides the specialty leasing team's efforts in daily contact with prospective national tenants	15 hours
Carol O'Grady Regional Marketing Manager	30+ years of real estate experience - Specialty in consumer marketing and transportation retail properties	Supervises all marketing efforts, including programs to support leasing efforts, community programs, advertising campaigns, sales promotions and sponsorships	25 hours

Position	Qualifications/ Experience	Primary Responsibilities	Estimated Monthly Hours
Greg Liebelt Regional Operations Manager	▪ 35+ years of real estate experience; LEED accredited ▪ Specialty in operations, construction, environmental and minimizing risk for clients	▪ Oversees capital project management, CAM and capital budgeting and drives service contract negotiations ▪ Ensures best practices for the operations department are implemented at each property	▪ 20 hours
John Taylor Portfolio Controller	▪ 31+ years of real estate experience ▪ Specialty in accounting and financial reporting	▪ Oversees the accounting personnel for client portfolios and serves as the accounting point of contact for assigned clients and develops procedures to ensure that client accounting needs are met	▪ 20 hours
Jenny Foong Senior Accountant	▪ Specialty in accounting and financial reporting	▪ Works with on-site property accountants to produce property level financial reports, including monthly financials, budgets and forecasts and year-end reconciliations ▪ Reviews and approves monthly financial packages, annual budgets, quarterly forecasts, yearly account reconciliations, fixed assets and monthly sales reporting	▪ 40 hours
Ann Nance Tenant Coordinator	▪ 20+ years of real estate experience; LEED accredited ▪ Specialty in tenant criteria design and tenant coordination	▪ Provides tenant coordination services to assure a consistent, quality presentation for all retailers ▪ Works closely with the on-site team to coordinate/ monitor construction of tenants' stores	▪ 5 hours
Traci Crawford Regional Analyst	▪ 13 years of real estate experience ▪ Specialty in reports and research	▪ Serves as the liaison between the Regional Manager and properties in the region; assists in timely preparation of reports	▪ 20 hours
Elizabeth Trocki Regional Administrative Assistant	▪ 10 years of real estate experience	▪ Serves as the administrative support for the regional team	▪ 10 hours

The estimated hours for the client service team reflect post grand opening services for Union Depot. It is anticipated that the monthly hours will be significantly higher leading up to the grand opening of Union Depot.

Onsite Staff

The following tables show the estimated first full year total reimbursement by RCRRA to Manager for Manager's management and activation and development team and the service contractor(s) at Union Depot, which will be paid from the Operating Account for the Property. Please note that it is assumed that all onsite employees will work 40 hours per week excluding certain employees which are marked below. All the ABM or service contractor employees are members of unions and their compensation is established per their respective union contracts.

Onsite Management and Activation and Development Team

Job Title	Estimated Annual Salary Range	Estimated Total Cost with Burden
General Manager	\$89,000 - \$106,000	\$133,000 - \$156,000
Operations Manager*	\$71,000 - \$85,000	
Property Accountant	\$49,000 - \$54,000	\$68,000 - \$75,000
Marketing Manager/Events Coordinator	\$60,000 - \$65,000	\$92,000 - \$98,000
Specialty Leasing Manager*	\$54,000 - \$66,000	
Administrative Assistant	\$46,000 - \$52,000	\$61,000 - \$69,000
TOTALS		\$354,000 - \$398,000

*During the first year, Manager proposes to have a dual role position for both the General Manager and the Marketing Manager. The General Manager's role will include responsibilities of the Operations Manager; and the Marketing Manager will cover responsibilities for the Specialty Leasing Manager. Both the Operations Manager and the Specialty Leasing Manager will be hired approximately 12 to 18 months from the start date of service, or until the workload justifies the additional cost. Initially, the Property Accountant may be located at one of Manager's offsite offices.

ABM or service contractor employees

O&M Engineering Estimated Labor Cost	Estimated Annual Costs
Chief Engineer	\$101,520
Maintenance Engineer	\$90,400*
Total Engineering Cost with Burden	\$191,920

Janitorial Estimated Labor Cost	Estimated Annual Costs
Working Supervisor	\$50,891
3 PT Janitors	\$51,617
1 Day Janitor	\$22,010
2 Weekend Janitors	\$21,206
Total Janitorial Cost with Burden	\$147,724

Security Estimated Labor Cost	Estimated Annual Costs
1 Security Manager	\$49,500
12 Security Officers	\$407,200
Total Security Cost with Burden	\$456,700

Parking Estimated Labor Cost	Estimated Annual Costs
2 Manager/Office Administrator (part-time)	\$64,900
4 Maintenance/Service (part-time)	\$70,900
Total Parking Cost with Burden	\$135,800

Office Space Requirements

The on-site staff will need approximately 1,500-2,000 square feet for the following office space:

- General Manager's office
- Marketing Manager's office
- Chief Engineer/Operations Manager's office
- Potential space for Specialty Leasing Manager
- Guest office
- Conference Room
- Supply/ filing/lunch room (with sink)
- Restrooms (or nearby access to restrooms)

TECHNOLOGY REQUIREMENTS (TO BE SUPPLIED BY RCRRA)

Computing Equipment

One personal computer (PC) for each full time managerial and administrative employee (excluding customer service representatives)

One PC for security director (if security is in-house)

Sufficient printer capability to support managerial and administrative employees and to print financial reports of publication quality (HP Laserjet 5.0 or above is recommended)

Each PC shall have the following: High Speed Internet Access; minimum CPU processor 1,000 mhz; minimum RAM 256 MB; minimum free hard disk space 2 GB

Software

Corporate Standard Operating System - Microsoft XP

Microsoft Office 2003 Professional for each PC

Standard Corporate Accounting package (JD Edwards)

Budgeting software license and service fee (Kardin Software) 2003 rate: approximately \$2,300 per license; \$345/yr for maintenance (rates will vary per year)

Support Service

Technology support for computing equipment (service contract or per occurrence)
Cost allocations to business units are calculated based upon usage

Training support for new employees or upgrades to technology skills of on-site employees
(outlined in annual budget)

Accounts Payable

Manager shall utilize Realm Pay for the accounts payable system.

SCHEDULE 3

FEE STRUCTURE

Management Services

Service	Fee
Management	▪ 4% of gross revenues or \$25,000 each month, whichever is larger
Reimbursable Expenses	▪ All property operating expenses ▪ All personnel costs (e.g.: compensation, taxes, benefits, insurance, travel, relocation, hiring and training costs) for all people located at the property, including the property accountant regardless of location, as well as office-related costs ▪ All travel for management, leasing, marketing and regional team professionals

Activation and Development Services

Service	Fee
New Lease (exclusive of outside broker)	▪ Greatest of: i) 5% of the rent during the initial term of the lease including option(s) but not to exceed 10 years, ii) \$5.00 per s.f. or iii) \$5,000
Renewal Lease and Blocked Kick-Out (exclusive of outside broker)	▪ Greatest of: i) 3% of the base rent payable during the renewal term of the lease including option(s) not to exceed 10 years, ii) \$3.00 per s.f. or iii) \$3,000 ▪ For blocked kick-outs, the commission is the renewal rate for each year extended
Broker Commissions	Excluding restaurants, where the tenant is represented by a broker, the commission shall be 1½ times the applicable rate. Manager, as agent of RCRRA, shall pay such outside tenant broker its commission from the Operating Account, or RCRRA shall pay such co-broker commission directly to the outside tenant broker. In no event shall Manager's portion of the total commission (payable to the outside tenant broker and Manager) be less than \$5.00 per s.f. for new leases and \$3.00 per s.f. for renewal leases. For restaurant leases, co-broker commissions will be determined on a case-by-case basis.

Service	Fee
Lease Termination	▪ The greater of \$3,500 or 4% of the buy-out payment for all leases where Manager negotiates and documents 1) an early lease termination or 2) a lease restructure where the client obtains unilateral termination rights
Specialty Licensing	▪ 15% of all specialty licensing revenue collected
Reimbursable Expenses	▪ \$5,000 per month for marketing oversight, to be evaluated on a yearly basis ▪ All out-of-pocket expenses, if any, directly related to negotiating leases, including design and development, production and distribution costs for fact sheets, leasing brochures, other elements of leasing packages, property signage and other forms of advertising of space

Other

Service	Fee
Start-up/Transition	▪ \$25,000
Development and Construction Management	▪ To be determined on a case-by-case basis
Plan Review and Tenant Coordination	▪ \$3,500 for tenant construction costing more than \$100,000 ▪ \$1,500 for projects costing less than \$100,000 ▪ \$500 for sign review
Termination Fee	▪ RCRRA agrees to guarantee payment to Manager for the Management Fee for the initial 12 months of the term of this Agreement. As such, if this Agreement is terminated by RCRRA other than for cause prior to Manager having received twelve (12) months of Management Fees, then RCRRA shall pay to Manager upon the effective date of such termination, twelve (12) months of the foregoing fees less whatever amount of such fees and reimbursement payments Manager shall have received as of the effective date of termination ("Termination Fee").

SCHEDULE 4

THE UNION DEPOT BUILDING INITIAL CLEANING SPECIFICATIONS

RCRRA reserves the right to increase or decrease the number of staff and hours of service at any time throughout the term of the contract to meet building, operational, budget, or security needs. If RCRRA chooses to modify the number of staff and/or hours of service, the pricing changes will be based on the established contract rates.

Any janitorial services provider must meet, at minimum, the following requirements for all staff including management: training, vaccinations, identification of roles and responsibilities, complaints, service quality, qualifications and experience, background checks, security, and damage to property. Additionally, it will be the responsibility of the janitorial service provider to obtain required bonds and insurance, and be responsible for all associated employee, sub-contractor, and vendor payments and invoicing.

PERSONNEL:

- Shall be fully trained and have a minimum of one year proven successful experience doing like work;
- Shall be directly supervised;
- Shall be paid prevailing wages as determined by the SEIU Local 26 Collective Bargaining Agreement;
- Shall be in uniform and wear a clearly visible picture ID identifying the company and employee while on duty;
- Shall pass a background check, to include an FBI fingerprint check, conducted by employer before being allowed to provide services; and
- Must pass employer-provided pre-employment drug screening tests for illegal substances prior to commencing work and shall be subject to periodic testing as requested by Manager.

INVOICING:

- First and last name of each person providing chargeable service.
- Labor rate for each person providing chargeable service which meets, at minimum, the prevailing wage requirements of the contract between RCRRA and Manager.
- Job classifications and hours invoiced for each person providing chargeable service.
- Sales Tax.
- Total labor cost for all service personnel providing chargeable services.

Initial Custodial Services Levels

GENERAL OFFICE AREAS:

- Empty and wipe all trash receptacles 5 X/ Week
- Spot clean partition glass 5 X/ Week
- Inspect all areas and remove large debris 5 X/ Week
- Spot clean carpet due to spillage and/or tracking 5 X/ Week
- Spot clean doors and walls, removing fingerprints and smudges 5 X/ Week
- Arrange furniture neatly, turn off lights, close door 5 X/ Week
- Vacuum all carpet including offices and cubicles Mon., Wed., and Fri.
- Empty recycling bins from designated office areas and transport to a designated central holding area 5 X/ Week

KELLOGG AND MAIN ENTRANCES:

- Spot clean entrance doors and glass removing fingerprints 7 X/ week
- Sweep exterior entry areas and stairs as needed 7 X/ week
- Remove trash and clean out ash urns. Spot wipe as needed 7 X/ week
- Spot swipe/mop entry thresholds 7 X/ week
- Dust all door frames and ledges 7 X/ week
- Damp mop or entire hard surface area 7 X/ week
- Dust all directories, high and low surfaces/corners 7 X/ week
- Sweep and vacuum hard surface floors 7 X/ week
- Scrub thresholds Weekly

COMMON AREAS:

- Empty and wipe all trash receptacles 7 X/ week
- Spot clean partition glass entries 7 X/ week
- Mop/auto-scrub entryways and Great Hall, Concourse, Waiting Room 7 X/ week
- Inspect all areas and remove large debris 7 X/ week
- Spot clean floors due to spillage and/or trackage 7 X/ week
- Spot clean doors and walls, removing fingerprints and smudges 7 X/ week
- Empty recycling bins from designated office areas and transport to a designated central holding area 7 X/ week
- Clean and polish all drinking fountains 7 X/ week

ESCALATORS, ELEVATORS AND ELEVATOR LOBBIES:

- Completely vacuum all elevator carpets from wall to wall using a crevice device for edging 5X/ week
- Sweep and damp mop hard floor elevator surfaces 5 X/week
- Spot clean elevator cabs, panels and doors 5 X/week
- Dust all crevices 5 X/week
- Clean elevator tracks 5 X/week
- Clean and polish outside of all elevator doors 5 X/week

RESTROOMS:

- Clean and sanitize all sinks, toilet bowls, urinals and toilet seats 7 X/ week
- Clean and polish all mirrors, faucets, fixtures and dispensers 7 X/ week
- Spot clean walls 7 X/ week
- Spot clean and dust all partitions 7 X/ week
- Sweep and wet mop floor using germicidal disinfectant 7 X/ week
- Replenish towels, hand soap, lotion, toilet tissue and room deodorizers from stock 7 X/ week
- Spot clean doors due to smudges and fingerprints 7 X/ week
- Dust door frames 7 X/ week
- Empty trash 7 X/ week

STAIRWAYS:

- Remove fingerprints and smudges from doors 7 X/ week
- Remove trash/recycle 7 X/ week
- Sweep stairs and landings M-W-F
- Damp mop all hard finish floors M-W-F
- Dust all handrails M-W-F

SKYWAY

- Remove trash/recycling 7 X/week
- Remove fingerprints and smudges from doors 7 X/ week
- Damp mop all hard finish floors 7 X/ week

OUTSIDE GROUNDS PICK-UP

- Remove trash/recycling entire block 3 X/ week
- Remove trash from landscaped area 3 X/ week
- Remove trash from parking areas 3 X/ week
- Sweep and clean dumpster areas 3 X/ week

WEEKLY DUSTING

- Dust all doors and door frames, walls and signs
- Dust all building surfaces in reach including window frames, window ledges, coat racks and radiator ledges
- Dust all air return vents
- Dust all baseboards

ELECTRONIC KIOSKS

- Dust all surfaces
- Remove fingerprints and smudges from glass

AREAS TO BE DONE ON A BI-WEEKLY BASIS

- Corridors
- Stairways

SCHEDULE 5

THE UNION DEPOT BUILDING SECURITY SPECIFICATIONS

Any security services provider must meet, at minimum, the following qualifications:

- A. Demonstrated financial stability and responsibility.
- B. Ability to supply the number of trained, qualified security personnel no later than the effective date of the contract.
- C. Must provide training (acceptable to RCRRA) for staff on safety, building and security procedures. Provide training outline and make available to RCRRA upon request, training records.
- D. Must be licensed in accordance with all state, county and local laws governing the security industry.
- E. Have a Minneapolis-St. Paul Metro Area administrative office sufficiently staffed to maintain administrative, operational and logistical support to the staff.

Failure of the security company to meet the above-listed requirements and/or to comply with the following requirements will be grounds for termination of the security services agreement with the security company (Contract).

SPECIFICATIONS for the Contract Note: All references in the following to the "Contractor" shall mean the security contractor.

1.0 Services Required

- 1.1 Description of Work: Typical work requirements for Security Officers include, but are not limited to, the duties outlined in Section 3.3, Duties and Responsibilities.
- 1.2 Required Staffing & Schedules: The staffing requirement for the Union Depot Property is as follows: 24/hours a day, 7 days a week, unless specifically agreed upon in writing by RCRRA.
- 1.3 Manager may increase or decrease the number of staff and hours of service at the Property site at any time throughout the term of the Contract to meet building, operational, budget, or other security needs. The pricing for any changes will be based on the established contract rates for the changes.
- 1.4 The Contractor must maintain the approved staffing levels at all times and will be responsible for the administration of all human resource-related functions for its employees. These functions include, but not limited to, hiring, payroll, discipline, discharge, supervision, workflow control, and other duties as assigned.
- 1.5 The Contractor will be responsible for providing backup coverage for all Contractor employees during breaks and lunches.

1.6 The Contractor must have a Minneapolis-St. Paul Metro Area office from which the Contractor can quickly respond to security staffing needs and issues for the duration of the Contract.

1.7 The Contractor must provide local office and mobile telephone numbers for immediate contact with Manager. The Contractor shall return calls within 15 minutes of being contacted by Manager representatives. This telephone line shall be monitored continuously, 24 hours, seven days a week. Regional or national telephone numbers are NOT acceptable.

1.8 All personnel assigned to the Property must be clearly identified by company uniform and Contractor-provided picture identification badges while providing services.

2.0 General Performance Requirements

2.1 It is the Contractor's responsibility to ensure that all assigned personnel are made familiar with and follow all specific procedures required under the resulting contract.

2.2 Contractor will respond to all issues within one day of receiving notification from RCRRA or Manager and will rectify the problem to RCRRA and Manager's satisfaction.

2.3 The Contractor shall make every effort to retain a consistent team of security staff at the Union Depot site.

2.4 Contractor is responsible for the development and implementation of all security-related Standard and Emergency Operating Procedures.

2.5 Contractor must provide Electronic Patrol System (EPS) as a part of the basic services. The Contractor, with assistance from Manager's representatives, must establish an Electronic Patrol Plan (EPP) to include checkpoints throughout the Property. The EPS must record the location, date and time, and frequency of the patrols and have the capability of providing reports when requested. It is the responsibility of the Contractor's site supervisor to review the EPS reports, make the necessary adjustments, and take appropriate actions to ensure full compliance with the EPP. The Contractor and Manager's site representatives must mutually agree to any modification to the EPP. The Contractor must provide Manager's site representatives a copy of the EPS reports routinely and/or as requested.

3.0 Security Officers ("Security Officers")

3.1 Eligibility Requirements

3.1.1 Unless otherwise agreed to by Manager, Security Officers assigned to this contract must have a minimum of six (6) months experience as a Security Officer, with three (3) months continuous experience with the Contractor and meet the Training Requirements of the Contract.

3.1.2 Have a high school degree or GED equivalent.

- 3.1.3 Have the ability to speak and read English well enough to read and apply security procedures, write reports and deal with staff or members of the public.
- 3.1.4 Be at least 18 years of age.
- 3.1.5 Have a minimum of two (2) full years of verifiable work history.
- 3.1.6 Have a valid driver license (for Mobile Patrol).

3.2 Performance Requirements

- 3.2.1 Have problem solving skills and professionalism to gain the respect and confidence of employees and visitors.
- 3.2.2 Be able to perform the Duties and Responsibilities (Section 3.3) of their job.

3.3 Duties and Responsibilities

At a minimum, Security Officers will be required to perform the following:

- 3.3.1 Operate the site's entry and identification systems.
- 3.3.2 Monitor operation of cameras, access control computers, duress and security systems, fire alarm panels and environmental building systems, acknowledge alarms, and notify the appropriate Firm representatives of the issues and/or problems.
- 3.3.3 Assist with securing the physical site, crowd control and provide building access to authorized staff responding to medical or building emergencies as directed.
- 3.3.4 Respond to phone calls for building security.
- 3.3.5 Monitor and screen deliveries.
- 3.3.6 Monitor and control door access.
- 3.3.7 Continuously patrol and monitor interior, exterior perimeter and parking areas of designated locations.
- 3.3.8 Assist Manager as directed with vendor and contractor access.
- 3.3.9 Turn on/off lights as directed.
- 3.3.10 Check the buildings for unauthorized entry, vandalism, graffiti, or any other unusual conditions, and report problems to the designated facility representatives.
- 3.3.11 Check all doors to ensure they are locked and secure.
- 3.3.12 Record the date, time, locations, and other necessary detail for each patrol in the Contractor- provided Daily Activity Report (DAR)
- 3.3.13 Security Officers shall be expected to observe and collect any information that will be helpful when the Ramsey County Sheriff or the St. Paul Police Department or other law enforcement agency arrives.
- 3.3.14 If a Security Officer detains a person on suspicion of committing a crime on the Property, the Security Officer must immediately notify any on-site peace officer or the local police department. The Security Officer shall complete, as soon as possible, a Contractor-provided Security Incident Form.
- 3.3.15 If a Security Officer is required to give a statement, appear as a witness or perform other activities related to an incident that occurred during the Security Officer's official assignment, the time doing so will be considered time worked for purposes of compensation. If a third party compensates a

Security Officer for any of these activities, the amount paid by the third party must be reported by the Contractor to Manager and deducted from the Contractor's invoice.

3.3.16 The Security Officers must turn over any suspicious articles found on the Property to Manager's representative.

3.3.17 All Security Officers are expected to respond to calls for assistance and reports of building malfunctions either personally, by forwarding the request to an appropriate staff person, or by referring the report to a maintenance technician, as instructed by Manager. Emergency call lists and procedures will be available for 24-hour response to any situation. In security related situations, Security Officers will be expected to respond and evaluate the situation without endangering themselves and to report to appropriate staff using the Security Policies and Procedures manual as a guide. No physical contact shall be made by the Security Officers unless it is in self-defense or related to a detention situation as described in 3.3.14.

3.3.18 Maintain "two way" communication with the Site Supervisor while on duty.

3.4 Prevailing Wages

Wages must meet all prevailing wage requirements. For Security Officers, prevailing wage means wages determined through collective bargaining by SEIU - Local 26 of the Service Employees Union.

4.0 **Mobile Patrol**

4.1 Mobile Patrol Security Officers shall meet the qualifications and training requirements outlined for the Security Officers, including possession of a valid driver's license.

4.2 The Contractor shall furnish vehicles for use by Security Officers assigned to Mobile Patrol duties. The vehicles shall be identified with the Contractor's company logo, plainly marked as a security unit and kept clean. This unit shall be in good condition, both mechanically and in appearance. In the event the vehicle experiences a mechanical failure and it is not operational, a replacement unit shall be provided by the Contractor within two hours.

4.3 The Mobile Patrol Security Officers shall utilize the Contractor- provided vehicles to patrol, inspect, respond to situations at the Union Depot site, including the Union Depot Building and parking areas; provide emergency response to a request from the Union Depot Building Security Officers; fill in as needed for Union Depot Building Security Officers during emergency vacancies; and secure or access non-Security Officer staffed Union Depot site facilities.

5.0 **Pre-Assignment Investigations**

5.1 Manager must review and approve the Contractor's staff assignments.

5.2 Prior to the beginning of a person's first proposed work shift, the Contractor must submit to Manager the name of the proposed staff person, documentation of the person's experience in compliance with the requirements in Section 3.1. of this Schedule, intended start date, and contact information, including telephone and pager numbers. Manager must have the right to contact named employers to verify experience.

5.3 All staff assigned to this contract must pass a background check, to include an FBI fingerprint check, conducted by the Contractor before being allowed to provide security services. Upon verification of the person's experience, Manager will request the background check.

6.0 Training Requirements

6.1 All staff assigned to provide services under the Contract shall have a minimum of 40 hours of training that meets the requirements listed in Section 7.2 of these specifications. Contractor is responsible for providing qualified instructors or supervisors to provide this mandatory training and for ensuring that all staff have a complete understanding of the subject matter before being assigned to a site. All training costs for this training and/or continuing education will be included in the cost paid by RCRRA to the Contractor for services.

6.2 Training required prior to any staff person working at the Property shall include, at minimum, the following subjects:

- 6.2.1 Functions of security, access control, communication devices, and patrol techniques.
- 6.2.2 Security screening device use, to include but not be limited to, hand-wands, walk-through metal detectors, and x-ray baggage radiography machines.
- 6.2.3 Emergency building evacuation.
- 6.2.4 Fire alarm systems, use of fire extinguishers, alarm panel principles, and fire characteristics.
- 6.2.5 Public relations, customer service, and cultural diversity.
- 6.2.6 Legal aspects of arrest, search and seizure, and use of force.
- 6.2.7 Report writing.
- 6.2.8 Minnesota Harassment, Sexual Harassment and Privacy Laws.
- 6.2.9 First Responder First Aid.
- 6.2.10 CPR (American Heart Association) and use of automatic external defibrillator (AED).
- 6.2.11 Blood-borne pathogen hazards.
- 6.2.12 Vulnerable Adult Training.
- 6.2.13 Data Privacy.

6.3 The Contractor will have access to the screening equipment to train Security Officers and the Site Supervisor two (2) weeks prior to commencement of the contract period. It is expected that the Contractor will assign as Security Officers and the Site Supervisor only personnel that are fully trained in standard security procedures, are able to operate the security screening equipment at each site, and

are fully able to perform all services required under the terms of the resulting agreement, as of the day the contract begins and throughout the duration of the contract.

- 6.4 The Contractor shall ensure that all staff will keep any private or propriety information that may become available to them as a result of their assignment, in confidence and shall not disclose such information to any third party. This includes all security, business, employee information and private health care related materials, procedures or policies.

7.0 Uniforms and Grooming

- 7.1 The Contractor shall furnish uniforms for all staff Security Officers and the Site Supervisor assigned to the Property. Uniforms shall be properly fitted, consistent in color and style and maintained in good condition to reflect a professional image of the Contractor, Manager, and RCRRA. Proper summer and winter suitable clothing shall be furnished to each staff person in adequate numbers to allow for good maintenance. All shirts and jackets shall include the Contractor's company logo and be clearly identified as security. Civilian clothing will not be worn at any time while the Contractor's staff is on duty.
- 7.2 Each staff person shall wear a Photo Identification badge at all times while on site. Wearing of CPR, first aid, lifesaver, length of service or other meritorious awards will also be permitted.
- 7.3 The Contractor's staff shall practice good personal hygiene and be well groomed. Any personal fragrances shall be modestly used. Dress code guidelines shall be established and enforced by the Contractor.
- 7.4 Interaction with Manager and RCRRA employees and visitors to the Property is to be kept on a professional level at all times. Personal business is not to be conducted during working hours.

8.0 Supplies and Equipment

- 8.1 When provided by Manager, the Contractor will use the supplies and equipment according to the manufacturer's equipment manuals. Manager shall provide the Contractor with user manuals for screening equipment; the Contractor shall keep them on file at each security location where the equipment is used and shall make them available to Contractor's staff.
- 8.2 It will be the responsibility of the Contractor to monitor equipment, and to notify Manager of equipment failures and needed repairs; the Contractor will maintain documentation of all of these activities and will review with Manager.
- 8.3 The Contractor shall be liable for any damage to equipment or the Union Depot site and buildings due to misuse or negligence by the Contractor's staff.

8.4 If equipment changes occur, Manager will provide instructions on the proper use of such equipment and the Contractor must ensure that all Security Officers are using such equipment as instructed.

9.0 Union Depot Site Security Requirements

9.1 No later than 6 weeks prior to the commencement of security services, Contractor shall develop security policies and procedures for the Property which shall be subject to approval by RCRRA staff prior to implementation.

9.2 It is the responsibility of the Contractor to train and ensure that all staff have a thorough working knowledge of the contents of Manager-drafted and RCRRA-approved security policies and procedures manual for the Property. Security information, including but not limited to the layout of the Property, methods of security, and keys, cards, and badges, are NOT TO BE SHARED WITH ANY PERSONS OTHER THAN THOSE WHO PERFORM SECURITY SERVICES ON THE PROPERTY. Breach of this requirement may be grounds for immediate termination of the Contract.

9.3 The only Contractor employees that are to be allowed in a secure area of the Property are those that have been authorized under the terms of the contract with RCRRA and only while they are DIRECTLY INVOLVED in providing security services or supervising staff. Unauthorized personnel in a secure area of the Property, or authorized personnel in a secure area of the Union Depot site when not providing contract work, except to the extent such personnel are authorized to be in the public portions of a facility as members of the public, may be grounds for immediate termination of the Contract

9.4 All staff providing security services under the contract between Contractor and RCRRA will be required to sign for each key or security card/badge issued to the Contractor by RCRRA. If a Contractor's employee or staff loses a key or card/badge, the replacement cost will be deducted from the amount due the Contractor. If a breach of security results from such a loss and locks must be changed or other changes must be made as a result, the Contractor will be responsible for all associated costs and the charges will be deducted from the amount due the Contractor.

10.0 Special Security Coverage

10.1 During special circumstances or events, Manager/RCRRA may require the Contractor to provide Security Officers to cover special security or temporary post assignments. Manager may also require the Contractor to temporarily expand security coverage at a location while continuing to maintain regular Contract services. If these extra security services are requested, Manager may direct the Contractor to: increase the time worked by shared position personnel; have full-time Security Officers work overtime; or temporarily assign Security Officers from other facilities within the contracted locations.

10.2 Manager's facility representative will notify the Contractor, in writing, of the need for special security or temporary post assignment. Coordination efforts for temporary post assignments will be the responsibility of Manager's representative.

10.3 In the event of an emergency or major building disaster, the Contractor shall be capable of furnishing additional Security Officers within two hours of the request. The Contractor shall have the personnel resources to provide additional Security Officers continuously to meet the emergency needs of Manager/RCRRA or until the emergency is abated. The Security Officers must meet the background check requirements (section 7.3), Security Officer requirements (section 3.0) and shall meet the Training Requirements of section 8.2 of this Schedule. The pay rate for these Security Officers shall be the normal rate of pay for regularly-assigned Security Officers.

11.0 Invoicing

11.1 Invoicing

The Contractor shall submit an invoice at an agreed-upon frequency to RCRRA and Manager for services provided during the invoiced period. The invoice shall contain the following information:

- Date(s) of service.
- Description of services furnished.
- Authorization from a Manager representative for additional services.
- First and last name of each person providing chargeable service.
- Labor rate for each person providing chargeable service which meets, at minimum, the prevailing wage requirements of the contract between RCRRA and Contractor.
- Job classifications and hours invoiced for each person providing chargeable service.
- Sales Tax.
- Total labor cost for all service personnel providing chargeable services.

11.2 RCRRA will pay only for security related charges as provided in the Contract .

11.3 The Contractor will be paid for Mobile Patrol services as follows:

11.3.1 Payment for Security Officers will be the normal rate for Security Officers under the Agreement with RCRRA.

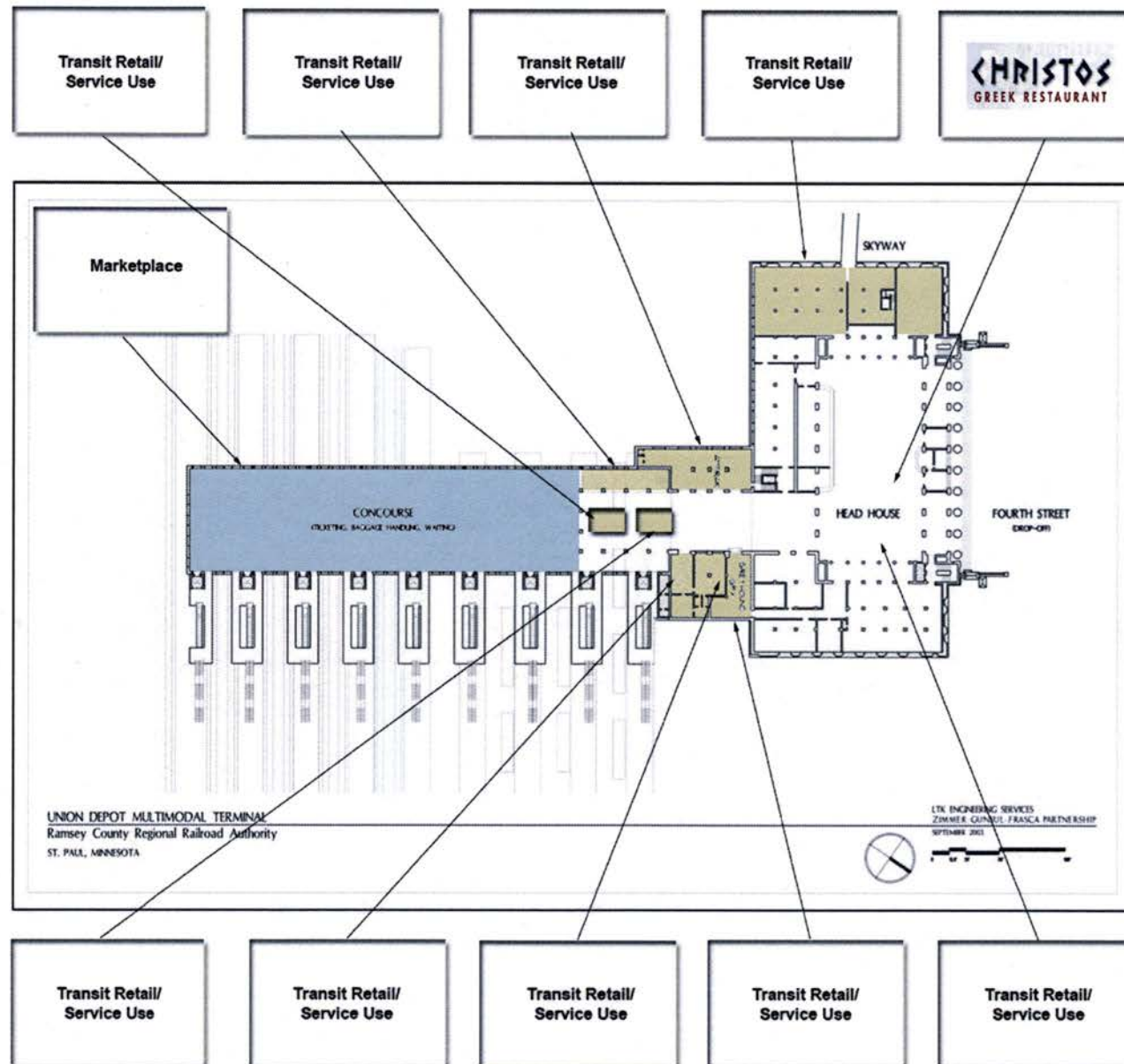
11.3.2 In addition, RCRRA will pay an all-inclusive hourly premium rate for vehicle usage. The vehicle usage hourly premium rate shall include all related costs including but not limited to, truck or vehicle charges, mileage charges, fuel surcharges, parking charges, consumable incidental materials, shop materials, and routine environmental charges. RCRRA will not pay for any other labor or non-labor charges for Mobile Patrol.

11.4 Any applicable sales tax must be submitted as a separate line item on the invoice and not marked up.

SCHEDULE 6
INITIAL DEVELOPMENT PROGRAM

Figure 4-1

Plan of Head House and Concourse



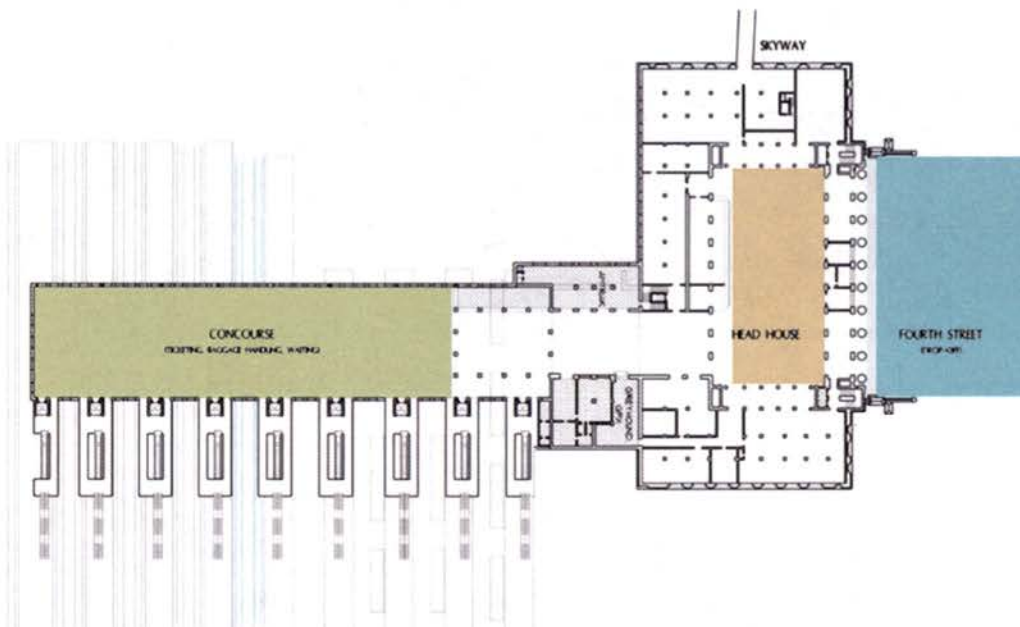
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Proposed Marketing Plan - Cultural and Special Events for Head House and Concourse

Concourse Venue

Conduct smaller scale special events and displays such as music, educational workshops small events, art exhibits, advertising and sponsorships, sampling, etc.



UNION DEPOT MULTIMODAL TERMINAL
Ramsey County Regional Railroad Authority
ST. PAUL, MINNESOTA

LTK ENGINEERING SERVICES
ZIMMER, CLUNDEL, FRANCA PARTNERSHIP
SEPTEMBER 2003



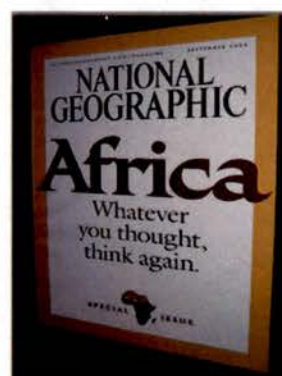
Fourth Street/ Outdoor Venue

Used for cultural, seasonal and entertainment events such as: movies, concerts, plays, ice sculptures, sampling, etc.



Head House Venue

To feature larger cultural events, special events and displays including: exhibits, banquets, private parties, fashion shows, concerts, sampling, etc.



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SCHEDULE 7
PROPERTY AGREEMENTS

RCRRA to furnish

SCHEDULE 7

PROPERTY AGREEMENTS

The following is a list of currently identified real estate encumbrances, agreements and contracts on or adjacent to the Union site. This list is intended to serve for illustrative purposes only, and not a exhaustive list.

Retail Lease with Christo's II, LLC
Lease Central Parking
Colliers/Welsh
Central Corridor Easement for Front Plaza – Sidewalk possibly Power
Mn/DOT concerning the reconstruction of the Lafayette Bridge
Condo Covenant - Access and Maintenance
Skyway Easement with TPT
Operating Agreements with Railroads
District Energy Service Contact
TIGER financing agreement – Possible notation on title.
State Bonding Financing Agreement – Possible notation on title.
National Historic Registry status – Possible notation on title.

SCHEDULE 8

BUDGET PROCESS

Manager will conduct a strategy meeting with RCRRA to presents its recommendations for the strategic direction of Union Depot, incorporating RCRRA's goals and objectives. This will form the basis for the budgets. The budget would be reviewed and approved by RCRRA, and will include the following property information: estimated NOI, occupancy, marketing, specialty leasing, leasing assumptions, tenant allowances, capital improvements, operating expenses(recoverable and non-recoverable) and variance explanations.

The strategic planning meeting should occur within the first 30 days of the Commencement Date and the budget process will follow shortly thereafter. The meeting will include the Manager's assigned service team and all key stakeholders to assess the short-term and long-term vision for Union Depot. This comprehensive meeting will analyze everything from current and projected market conditions that impact customer shopping behavior, to all aspects of Union Depot itself including the physical plant and operations. Completing this assessment allows for a tailored approach to management relative to market dynamics, giving the consumer more of what they want and ultimately, strengthening the position of Union Depot in the Twin Cities region. A property business plan and short-term and long-term action plans are created as part of the process.

RCRRA utilizes a 2-year budget schedule. In the first year of a biennium, a budget is established for two years. In the second year of the biennium, a supplemental budget is adopted that includes recommended budget changes and updated information on critical success indicators and performance measurements. The next 2-year schedule is for 2014-2015.

RCRRA is responsible for providing the Manager a budget timeline as while as guidance throughout the budget process.

SCHEDULE 9

PERFORMANCE TARGETS Subject to Annual Review and Revision

The following initial targets will be established for marketing, leasing and specialty leasing.

Marketing

- **Digital Media:** triple the current 1,291 fan-likes by December 31, 2013
- **Grand Opening:** generate at least 5,000 visitors the first weekend of grand opening along with positive electronic and media coverage
- **Foot Traffic:** establish target "attendance figure" for each event and report on results monthly
- **Positive Media Coverage:** positive media coverage will be measured in terms of time and space for electronic and print media (specific amounts to be determined)

Leasing

- Secure one long-term tenant by the end of 2014

Specialty Leasing

- Create a strategic alliance with a local community organization to implement an incubator program. The program will feature public programming and short-term tenants through Grand Opening and throughout 2013, which will tie to traffic-driving activities and events

SCHEDULE 10

CONTRACTOR CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name

Program

Signature of Certifying Official

Print Name

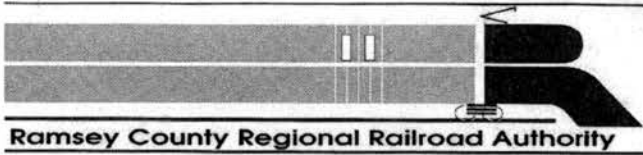
Title

Date

SCHEDULE 11

INITIAL MERCHANDISING STRATEGY PLAN

Manager envisions that the Union Depot [Concourse/Waiting Area] will be a mix of retail and service tenants including permanent and temporary uses. The desired tenant mix would meet the needs of the on-the-go transportation user reflecting a blend of offerings easily carried and of daily use. Focus will also be placed on a Marketplace similar to the Global Marketplace in partnership with the Neighborhood Development Center, which will allow local operators, including MBE/WBE, to become business owners. The initial development will largely focus on temporary uses, with the goal of converting the strongest retailers to permanent uses at a point in the future. This also allows for new offerings to be introduced on a regular basis. The Union Depot Head House should feature retail leasing, entertainment and office, and leasing in the Head House will consist primarily of restaurant, catering, and service users in the existing spaces on the first level. Catering/banquet services will remain in the Great Hall and may include developing an ongoing rotating entertainment component in the Head House with uses such as a concerts, comedy club, theater, and events such as weddings. On the second level, there is potential to feature shared office services and services uses. As part of the development program, manager will assist RCRRA to develop and implement a way-finding signage program that will direct travelers and visitors throughout the Union Depot including trains, stores, services and special events.



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 7/24/12

SUBJECT: Presentation of the 2013 Supplemental Budget

EXECUTIVE SUMMARY:

The County Manager will present the 2013 Ramsey County Regional Railroad Authority Supplemental Budget at this meeting.

ACTION REQUESTED:

None. For information only.

SUBJECT: Presentation of the 2013 Supplemental Budget

ATTACHMENTS:

None

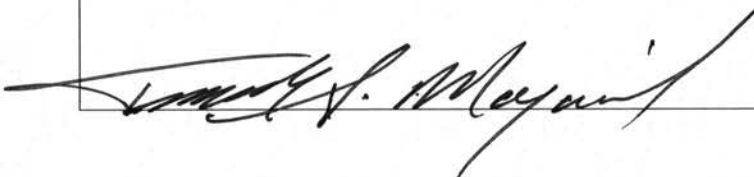
PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

The 2013 Ramsey County Regional Railroad Authority Supplemental Budget will be distributed after the July 24, 2012 Ramsey County Regional Railroad Authority meeting.

2

SUBJECT: Presentation of the 2013 Supplemental Budget

Regional Railroad Authority – Authorized Signature	Date
	7/10/12

Budgeting & Accounting – Authorized Signature	Date
ally Jellison for Sue Kuss	7/10/12

County Attorney – Authorized Signature	Date
Paul R. Jula	7/12/12

Property Management – Authorized Signature	Date

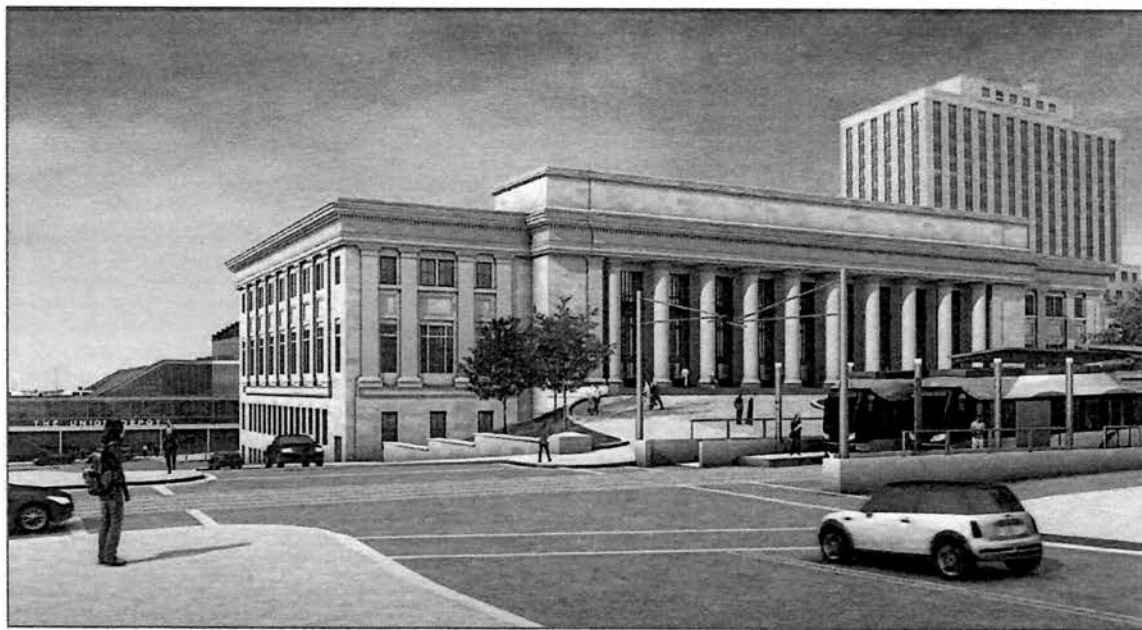
Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

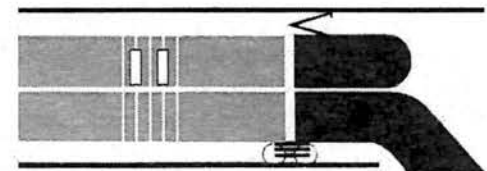
Ramsey County Regional Railroad Authority

2013 Supplemental Budget

Julie Kleinschmidt, County Manager

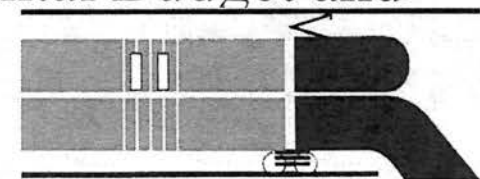


July 24, 2012

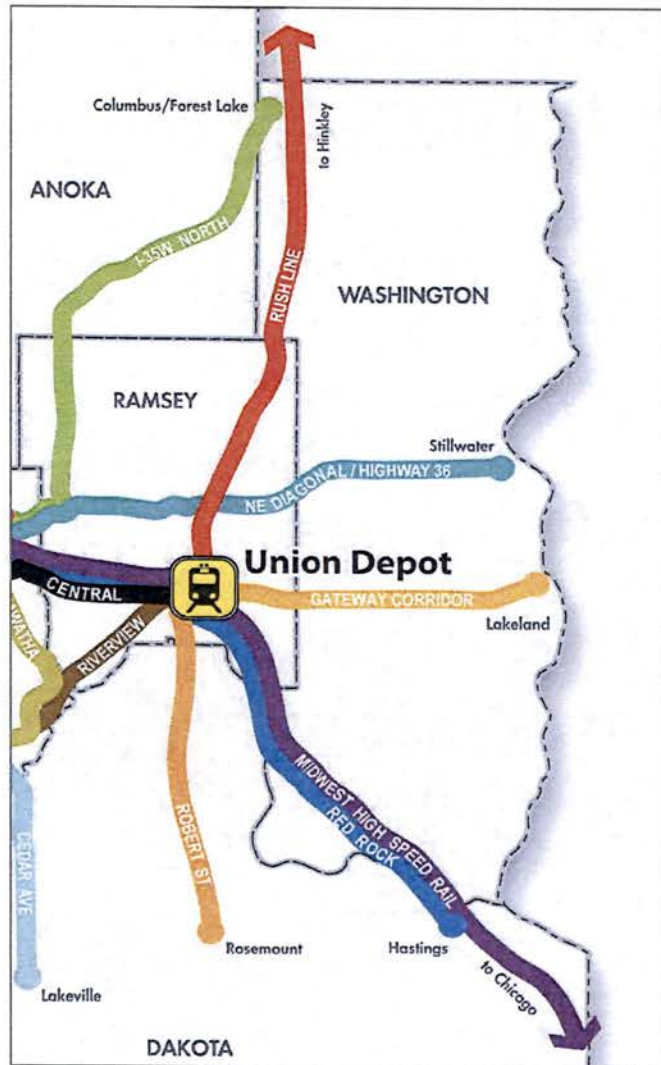


Year 2 of 2012-2013 RCRRA Budget

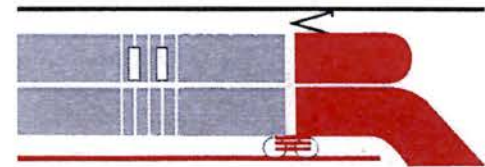
- RCRRA reviews departmental progress towards County Board goals.
- RCRRA budget hearing and addenda review scheduled for August 7, 2012.
- RCRRA sets maximum 2013 property tax levy on September 11, 2012.
- Public hearings held August 7, 2012 (1:00 p.m., Board Chambers) and November 26, 2012 (6:30 p.m., Roseville Area High School Cafeteria).
- Final approval of 2013 RCRRA Supplemental Budget and levy on December 11, 2012.



RCRRA Mission



Providing effective and efficient transit alternatives for Ramsey County and surrounding regions.

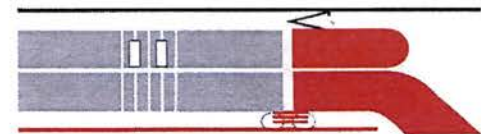


Ramsey County Goal

Promote multi-modal transit and transportation solutions that effectively serve our citizens.

RCRRA Critical Success Indicators

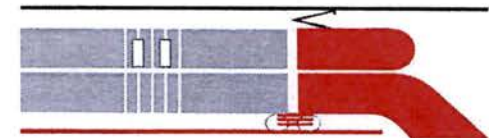
- A variety of safe and effective transportation options are accessible and safe for users of all abilities and incomes.
- Transit and transportation investments support economic growth and stability and minimize resource impacts and pollution.



2013 Budget Overview

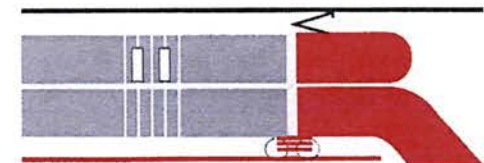


	<u>2012</u>	<u>2013</u>
Budget	\$15,202,568	\$17,127,615
Revenue	121,000	817,171
Fund Balance	<u>4,418,492</u>	<u>3,189,616</u>
Tax Levy	\$19,938,811	\$19,938,811



2013 Budget Overview (Cont.)

- The 2013 RCRRA budget is consistent with the long-term funding strategy adopted by the RCRRA in 2005 to advance its capital projects.
- There is no RCRRA levy increase in 2013.
- A budget addendum is included to set up a Debt Service Account to be used to pay the principal and interest of \$10,000,000 loan taken in March 2012.
- A budget addendum is included to account for an increase in the Union Depot operating budget.



For more information, please use the following resources:

Website:

[http://www.co.ramsey.mn.us/ba/index .htm](http://www.co.ramsey.mn.us/ba/index.htm)

Regional Railroad Authority:

Timothy Mayasich, Director

E-mail: Timothy.Mayasich@co.ramsey.mn.us

Telephone: (651) 266-2762

