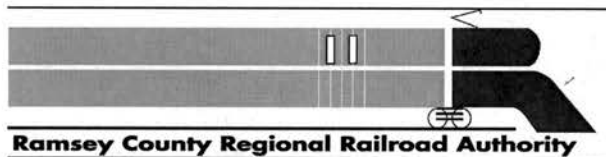




Ramsey County Regional Railroad Authority.
Records.

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

REGIONAL RAILROAD AUTHORITY

July 22, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the July 22, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the June 3, 2014 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Lease Amendment with Christos Two, LLC

Board Action Requested:

- 1) Approve a lease amendment between Christos Two, LLC and the Ramsey County Regional Railroad Authority.
- 2) Authorize the Chair to execute the lease amendment in a form to be approved by the County Attorney's Office.

2. Contract with the St. Paul Foundation for public art at Union Depot

Board Action Requested:

- 1) Approve a contract with The St. Paul Foundation for the transfer of ownership of the Lite-Brite mural to Ramsey County Regional Railroad Authority upon acceptance of the installation at Union Depot.
- 2) Authorize the Chair to execute the contract.

3. Agreement with the Metropolitan Council for \$500,000 in State bond funds for the Union Depot

Board Action Requested:

- 1) Authorize acceptance of a grant in state bond funds from the Metropolitan Council for the Union Depot Project, in the amount of \$500,000.
- 2) Authorize the Chair to execute the grant agreement.
- 3) Authorize the County Manager to approve and execute any agreements, amendments, and change orders, related to the expenditure of these grant funds in accordance with County competitive solicitation policies and procedures in a form approved by the County Attorney's Office and within the limits of the grant funding.
- 4) Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

(Continued)

POLICY AGENDA

4. Presentation of the 2015 Supplemental Budget

Board Action Requested:

None. For information and discussion only.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

June 3, 2014

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

Chair Ortega called the meeting to order at 9:20 A.M.

AGENDA

Commissioner Huffman moved approval of the Agenda of the June 3, 2014 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Carter, Huffman, McDonough, Reinhardt, Rettman, Ortega – 6. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the May 6, 2014 Regional Railroad Authority Meeting, seconded by Commissioner Huffman. Roll Call: Ayes – Carter, Huffman, McDonough, Reinhardt, Rettman, Ortega – 6. Nays – 0.

1. Agreement with the Minnesota Department of Transportation for reimbursement of flagging protection services

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner McDonough. Roll Call: Ayes – Carter, Huffman, McDonough, Reinhardt, Rettman, Ortega – 6. Nays – 0. (R14-16)

WHEREAS, The Ramsey County Regional Railroad Authority has identified The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority and has expressed an interest in maximizing its development and economic output potential; and

WHEREAS, To accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Ramsey County Regional Railroad Authority improved Union Depot to include railroad track and facilities (Union Depot Railroad) to accommodate passenger railroad service at Union Depot including Amtrak's Empire Builder.

WHEREAS, On May 4, 2014, Amtrak rail operations began at Union Depot. The first Empire Builder began operations on May 7, 2014; and

WHEREAS, The Minnesota Department of Transportation's Lafayette Bridge Project involves the removal of the existing Lafayette Bridge and its replacement with new northbound and southbound bridges; and

WHEREAS, The Lafayette Bridge Project began in 2011 and is scheduled for completion in the fall of 2015; and

WHEREAS, With the arrival of Amtrak service to Union Depot on May 4, 2014, and the May 5, 2014 start of construction over the Union Depot Railroad track, flagging protection for the Union Depot Railroad's track is now required by both the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority's policies for operation of the Union Depot Railroad; and

WHEREAS, The Ramsey County Regional Railroad Authority directed Railworks Track Systems, Inc. to provide a cost estimate based on the information provided by the Minnesota Department of Transportation; and

WHEREAS, The cost estimate to provide flagging protection as required by the Minnesota Department of Transportation is \$390,285; and

WHEREAS, The Minnesota Department of Transportation will provide reimbursement to Ramsey County Regional Railroad Authority for actual costs up to 150%, or \$585,500, of the estimated cost for flagging protection services through Agreement #05875; and

WHEREAS, Any flagging costs associated with flagging protection services incurred prior to the execution of Agreement #05875 will be billed to Minnesota Department of Transportation separately as part of the Lafayette Bridge Replacement Project. Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Agreement #05875 with the Minnesota Department of Transportation, 395 John Ireland Boulevard, St. Paul, MN 55155, for the reimbursement of flagging protection services for the Union Depot Railroad, in an estimated amount of up to \$585,500, subject to approval by the County Attorney's Office, Ramsey County Regional Railroad Authority, and Finance; And Be It Further

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

2. Amendment # 1 to the contract with Railworks Track Systems, Inc

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Carter, Huffman, McDonough, Reinhardt, Rettman, Ortega – 6. Nays – 0. (R14-17)

WHEREAS, The Ramsey County Regional Railroad Authority has identified The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot") as a high priority and has expressed an interest in maximizing its development and economic output potential; and

WHEREAS, To accomplish this interest, the Ramsey County Regional Railroad Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service; and

WHEREAS, The Ramsey County Regional Railroad Authority improved Union Depot to include railroad track and facilities (Union Depot Railroad) to accommodate passenger rail service at Union Depot including Amtrak's Empire Builder; and

WHEREAS, On May 4, 2014, Amtrak rail operations began at Union Depot. The first Empire Builder began operations at Union Depot on May 7, 2014; and

WHEREAS, The Minnesota Department of Transportation's Lafayette Bridge Project involves the removal of the existing Lafayette Bridge and its replacement with new northbound and southbound bridges; and

WHEREAS, The Lafayette Bridge Project began in 2011 and is scheduled for completion in the fall of 2015; and

WHEREAS, With the arrival of Amtrak service to Union Depot on May 4, 2014, and the May 5, 2014 start of construction over the Union Depot Railroad track, flagging protection for the Union Depot Railroad's track is now required by both the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority's policies for operation of the Union Depot Railroad; and

WHEREAS, The Ramsey County Regional Railroad Authority entered into a contract with Railworks Track Systems, Inc. on April 3, 2014 to provide track operations and maintenance for the Union Depot Railroad; and

WHEREAS, The existing contract with Railworks Track Systems, Inc. does not provide for flagging protection needed for the Union Depot Railroad for the Lafayette Bridge Project as required by the Minnesota Department of Transportation; and

WHEREAS, The Ramsey County Regional Railroad Authority directed Railworks Track Systems, Inc. to provide a cost estimate based on the information provided by the Minnesota Department of Transportation; and

WHEREAS, The cost estimate to provide flagging protection as required by the Minnesota Department of Transportation is \$390,285; and

WHEREAS, The Minnesota Department of Transportation will provide reimbursement to Ramsey County Regional Railroad Authority for actual costs up to 150% of the estimate, or \$585,500, for flagging protection services through Agreement #05875; and

WHEREAS, Ramsey County Regional Railroad Authority is committed to providing for the safe operation of passenger trains over the Union Depot Railroad; and

WHEREAS, Flagging protection is needed to protect the Union Depot Railroad and ensure the safety of rail passengers, Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment #1 to the contract between Railworks Track Systems, Inc., to provide flagging protection for the Union Depot Railroad, for the period of 5/5/14 to 10/31/15, in an estimated amount of up to \$585,500, which will be funded by the Minnesota Department of Transportation, increasing the contract amount to \$851,000; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment #1.

3. Zip Rail - Presentation

The presenters of the Zip Rail presentation were Commissioner Ken Brown, Olmstead County, and Praveena Pidaparathi, Planning Director, Office of Passenger Rail, Minnesota Department of Transportation and Project Manager for *Zip Rail* - the high speed rail corridor from the Twin Cities to Rochester, MN.

[The Zip Rail presentation is on file with the Ramsey County Regional Railroad Authority and is viewable on the Ramsey County website at <http://www.co.ramsey.mn.us/cb/meetings/>]

Discussion ensued during and following the presentation.

Commissioner McDonough asked if they are taking the Riverview Corridor into consideration when considering the alignment alternatives for the proposed Zip Rail line.

Ms. Pidaparathi said this is a good point, and they are working with the Ramsey County Regional Railroad Authority staff on the Riverview Corridor. The goal is to determine what the terminus would be for the Zip Rail/Rochester corridor and then they will look at the plans for transit services. If the Riverview Corridor progresses before Zip Rail, then they would try to connect to the Riverview Corridor near the airport. Otherwise, they will look at a corridor that connects both the airport and Union Depot.

Chair Ortega commented that a critical factor for both Riverview and Zip Rail is knowing where the corridors will cross the river to the airport.

Ms. Pidaparathi agreed that river crossings are big challenges for any project like this. They are working with the railroad companies to determine the best solutions.

Chair Ortega commented that the board is very supportive of this work. The hope is that we can develop these corridor projects as a connected system and not just one at a time.

Commissioner Reinhardt said she believes this ultimately has to connect to Union Depot as well as the airport to really provide the overall transit service that is needed. She shared her support for the project and is looking forward to the next step.

Commissioner Brown agreed that connection to Union Depot is equally important. He said one of the perspectives in terms of justification for the route is to provide metro area employment opportunities for everyone, and not just people in the health industry who travel to Rochester's Mayo Clinic. The issue in Rochester is that workers outside of the health industry are limited when seeking employment in Rochester. Providing the transit option of Zip Rail which connects to the Twin Cities allows these Rochester residents to seek employment in the Twin Cities with a quick, easy and productive commute between the two metro areas. The connection is also important to patients of Mayo Clinic and families of patients who need that additional outlet to expand their experience during their visit. Rochester can only offer so much and the city experience is limited. The experience at Mayo Clinic is stellar and Rochester is a great place to live, but there are more opportunities in the Twin Cities with a quick ride on the Zip Rail. Therefore, we believe this is an outstanding connection and we appreciate your support and insight. We do plan to return with another update.

CORRIDOR UPDATES

- Rush Line

Commissioner Reinhardt reported that two open houses took place for Rush Line; one took place last Wednesday in Maplewood, which was attended by approximately 50 people, and one in the Forest Lake Transit Center the following day which offered the unique opportunity for bus riders to attend the open house. One of the most important outreach tools currently is with technology, which allows people to sign up on the Rush Line website (<http://www.rushline.org>) and provide their input and feedback. Other means of public involvement are taking place with pop-up meetings, social media and reaching out to smaller groups, therefore there are a lot of opportunities to talk about what this means.

- Robert Street

Chair Ortega announced that this evening a Robert Street open house will take place at the Wellstone Center/Neighborhood House from 6-8pm.

- Gateway

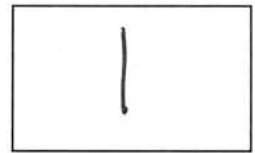
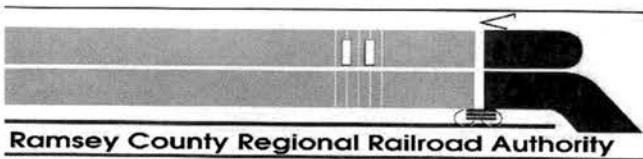
Chair Ortega reported that the Gateway Corridor Commission has had productive meetings. They continue to complete the Draft Environmental Impact Statement (DEIS) and expect to start the process of selecting the locally preferred alternative by the end of the summer.

- Central Corridor

Commissioner Carter announced that June 14, 2014 is the opening of the Green Line/Central Corridor Light Rail Transit Line. Activities will take place along the line from Minneapolis through St. Paul and into the Union Depot. We are hoping to have a great turn-out and all are welcome.

ADJOURNMENT

There being no further business, Chair Ortega declared the meeting adjourned at 9:55 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **07/22/2014**

Regional Railroad Authority Meeting Date:

SUBJECT: Lease Amendment with Christos Two, LLC.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) renovated Union Depot into a multi-modal transit and transportation hub with space for use by retailers including restaurants. The renovation of the Head House was completed in coordination with Christos Two, LLC, which had been operating a restaurant in the space since 1996 under a lease agreement that expires in May 2016. Prior to the renovation in the Head House, RCRRA negotiated a Memorandum of Understanding (MOU) with Christos to address the adverse consequences of the renovation project on their business. The MOU was executed on April 19, 2011.

The MOU, in addition to addressing the business disruption and loss of revenue from July 1, 2011 through November 2011, provided that RCRRA and Christos would proceed with a lease amendment to address the change in the boundaries of the leased premises (elimination of the mezzanine space and inclusion of additional space for kitchen and office), to revise the size of the leased premises, to stipulate the lease expiration date as May 31, 2016, and to establish Christos ability to use additional portions of the Head House for events.

RCRRA and Christos have negotiated a lease amendment per the terms of the MOU.

ACTION REQUESTED

1. Approve a lease amendment between Christos Two, LLC and the Ramsey County Regional Railroad Authority.
2. Authorize the Chair to execute the lease amendment in a form to be approved by the County Attorney's Office.

SUBJECT: Lease Amendment with Christos Two, LLC

ATTACHMENTS:

Draft Lease Amendment between RCRRA and Christos Two, LLC.

PREVIOUS ACTION:

Memorandum of Understanding between RCRRA and Christos was approved by the Board on April 19, 2011.

COUNTY MANAGER'S COMMENTS:

Approval of the Lease Amendment with Christos will fulfill the terms of the MOU and provide the basis for further negotiation with Christos related to a new restaurant lease upon the termination of the current lease in May 2016. Christos presence at Union Depot does and will continue to bring foot traffic to the facility.

SUBJECT: Lease Amendment with Christos Two, LLC

Regional Railroad Authority – Authorized Signature

Date



7/16/14

Finance – Authorized Signature

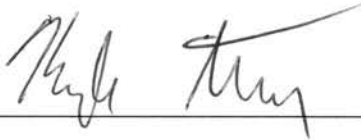
Date



7/14/14

County Attorney – Authorized Signature

Date



7-15-14

Property Management – Authorized Signature

Date

Information Services – Authorized Signature

Date

Other – Authorized Signature

Date

Subject: Lease Amendment with Christos Two, LLC

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union
2 Depot Multi-Modal Transportation and Transit Hub to serve all transportation modes as well as
3 events, retail and office tenants; and

4
5 WHEREAS, Christos Two, LLC, operates a restaurant that leases space at Union Depot;
6 and

7
8 WHEREAS, A lease amendment has been negotiated between Ramsey County Regional
9 Railroad Authority and Christos Two, LLC, for the use of the leased space and portions of the
10 public space in the Head House at Union Depot ;

11
12 WHEREAS, The lease amendment incorporates the terms of the Memorandum of
13 Understanding between RCRRA and Christos Two, LLC; Now Therefore, Be It

14
15 RESOLVED, The Ramsey County Regional Railroad Authority approves a lease
16 amendment between Christos Two, LLC, and the Ramsey County Regional Railroad Authority;
17 and Be It Further

18
19 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
20 execute the lease amendment in a form to be approved by the County Attorney's Office.

Attachment

Amendment to Union Depot Place Retail Lease Agreement

This Amendment Agreement (the Agreement) is entered into between the Ramsey County Regional Railroad Authority (Landlord), a political subdivision of the state of Minnesota and Christos Two, LLC, a Minnesota Corporation (Tenant) and is to amend that certain Union Depot Place Retail Lease Agreement (the Lease), dated April 10, 1996, between La Tete Maison, Ltd, a Minnesota Corporation and Landlord's predecessor in interest to the leased premises as defined herein, and Tenant, on this ____ day of _____, 2014.

WITNESSETH:

WHEREAS, by various assignments of interest, the Landlord and Tenant are parties to the Lease; and

WHEREAS, Landlord and Tenant entered into a Memorandum of Understanding (MOU), dated April 19, 2011, wherein the parties agreed to certain amendments to the Lease; and

WHEREAS, discussions between the parties after April, 19, 2011, have resulted in further agreements between the parties which are not memorialized in the MOU; and

WHEREAS, the parties wish to document as amendments to the Lease the understandings of the MOU and subsequent discussions;

NOW, THEREFORE; the parties agree as follows:

1. Article I, paragraph 1, shall be amended to delete the phrase "approximately 9,225 square feet" and substitute therefore the phrase "8,803 square feet".
2. Article I, paragraph 1, shall be amended to delete reference to the "Mezzanine Bar and Office Area".
3. Article I, paragraph 3 (c) shall be amended by deleting the phrase "9,225 square feet" and substituting therefore the phrase "8,803 square feet".
4. Exhibit A to the Lease is deleted and the amended Exhibit A, attached hereto, is substituted therefore (legal description).
5. Exhibits B1 and B2 to the Lease are deleted and the amended Exhibit B, attached hereto, is substituted therefore.
6. Article II, paragraph 1, of the Lease, and Addendum to the Lease, dated April 10, 1996, and attached to the Lease, are deleted, and the following language incorporated into Article II, Paragraph 1, is substituted therefore:
"The Lease shall commence on the first day of June 1996 (June 1, 1996) and terminate at 12:00 noon on May 31, 2016."

7. Exhibit D to the Lease is deleted and of no further force or effect.
8. The following definitions are added to the Lease, to the extent there is a conflict between these definitions and the existing terms of the Lease, these definitions shall prevail and the Lease shall be integrated with these definitions controlling:
 - A. Public Space as in the MOU shall mean the space cross hatched on the Amended Exhibit B.
 - B. Tenant shall have the same right to use the Public Space as it has to use the Great Space floor area provided in paragraph 1 of the Lease.
 - B. Tenant Expansion Space shall be the area colored in yellow on the Amended Exhibit B, consisting of 826 square feet. This space may be exclusively used by Tenant during events, permitted under the provisions of Article 2, paragraph 2 of the Lease (Authorized Use), including but not limited to weddings, parties, or other gatherings. The space shall be exclusively available to Tenant prior to the event, for such time is necessary to prepare the space for Tenant's use; during the event; and subsequent to the event for Tenant to remove equipment and clean the Tenant Expansion Space. When not used by Tenant for a specific event, the Tenant Expansion Space shall be part of the Public Space. Tenant shall reserve this Tenant Expansion Space with Landlord at the time of committing such use for specific events.
 - C. Leased Premises shall be the area colored in red on the Amended Exhibit B.
9. This Amendment shall be effective on the date it is approved by the Landlord's Board.
10. Except as set forth herein, all other terms and conditions of the Lease shall remain the same.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

CHRISTOS TWO, LLC

Rafael E. Ortega, Chair

Date: _____

Approval recommended:

Timothy A. Mayasich, Director

Approved as to Form and Insurance

Assistant Ramsey County Attorney

Date: _____

7

AMENDED EXHIBIT A

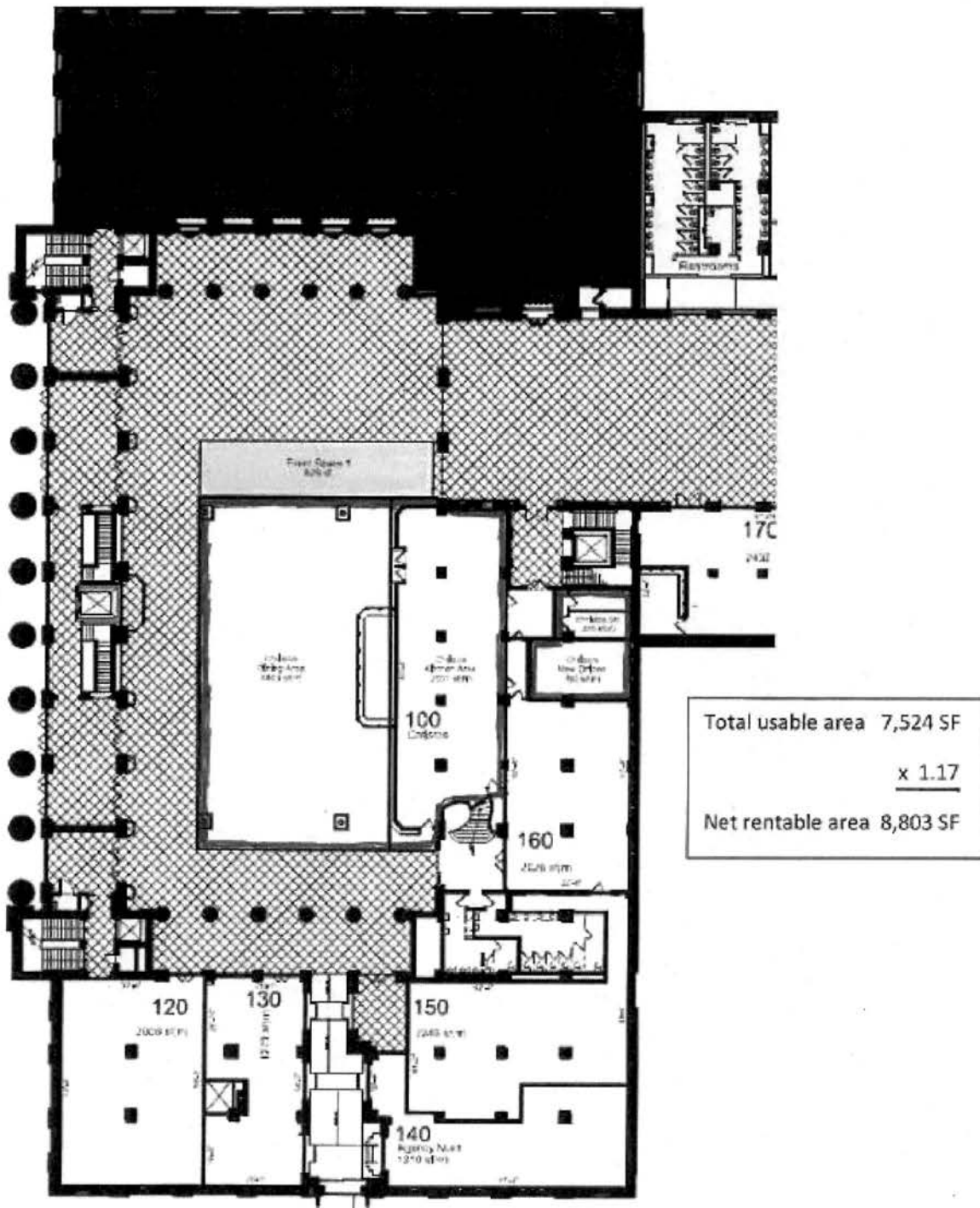
LEGAL DESCRIPTION OF THE PROPERTY

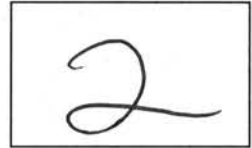
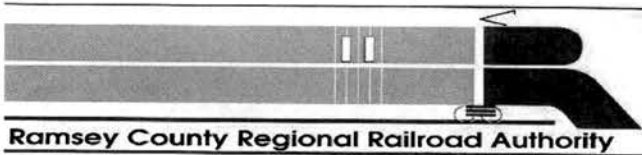
All within Block 1, St. Paul Union Depot:

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

8

AMENDED EXHIBIT B
PREMISES AND TENANT EXPANTION SPACE





REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **07/22/2014**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Contract with The St. Paul Foundation for public art at Union Depot

EXECUTIVE SUMMARY

In December 2012, Ramsey County Regional Railroad Authority (RCRRA) re-opened the renovated Union Depot as a multi-modal transit and transportation hub with space for transit providers, retailers, office users and events. One of the first large community events held at Union Depot was the launch of The St. Paul Foundation's Forever St. Paul Challenge.

As part of the launch of their Forever St. Paul Challenge, The St. Paul Foundation commissioned Ta-coumba T. Aiken, a Lowertown artist, to create the mural for the Guinness World Record "largest picture made of Lite-Brite" art installation. The Lite-Brite display was completed and lit in a community event at Union Depot on February 16, 2013. Over 5,000 people took part in the event. The display is 12 feet tall and 24 feet long and contains 596,897 Lite-Brite pegs in metal panels. The piece, titled Forever St. Paul, remained available for public viewing in the waiting room of Union Depot for several months following the event.

The St. Paul Foundation has offered to donate the mural to RCRRA for continued display at Union Depot where it was created.

RCRRA has negotiated an agreement for the installation of the display at Union Depot and the transfer of ownership contingent upon the completion of several modifications to the display and successful installation. The agreement is consistent with the agreements negotiated for other public art installations at Union Depot. The modifications to be completed would improve the integrity of the support structure while reducing its overall size, replace the lighting system with an easy to access and maintain LED system, provide protection of the pegs, and allow for installation in a manner that does not impact the historic structure of Union Depot. Ownership of the display will transfer to RCRRA upon acceptance of the installation.

ACTION REQUESTED

1. Approve a contract with The St. Paul Foundation for the transfer of ownership of the Lite-Brite mural to Ramsey County Regional Railroad Authority upon acceptance of the installation at Union Depot.
2. Authorize the Chair to execute the contract.

SUBJECT: Contract with The St. Paul Foundation for public art at Union Depot

ATTACHMENTS:

Draft contract with The St. Paul Foundation for installation and transfer of artwork

PREVIOUS ACTION:

None.

COUNTY MANAGER'S COMMENTS:

The Lite-Brite display was created at Union Depot in a public event on February 16, 2013. The event attracted over 5,000 people who came to be part of the creation of the Guinness World Record "largest picture made of Lite-Brite". The placement of this display at Union Depot, where it was created, will continue to generate foot traffic in Union Depot and interest in the public art installations

SUBJECT: Contract with The St. Paul Foundation for public art at Union Depot

Regional Railroad Authority – Authorized Signature	Date
	7/16/14

Finance – Authorized Signature	Date
	7/14/14

County Attorney – Authorized Signature	Date
	7-15-14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Contract with The St. Paul Foundation for public art at Union Depot

1 WHEREAS, The Ramsey County Regional Railroad Authority recognizes the importance of
2 public art to the overall success and viability of the Union Depot Multi-Modal Transportation and
3 Transit Hub ("Union Depot"); and
4

5 WHEREAS, Public art provides a unique opportunity to recognize and celebrate the rich
6 multicultural histories of Union Depot, the Lowertown neighborhood, St. Paul and the State of
7 Minnesota; and
8

9 WHEREAS, Public art at Union Depot will: support Union Depot as a destination community
10 space, educate the public about the important history and culture of the people who were part of
11 Union Depot over the span of its existence, and serve to enhance the enjoyment of those passing
12 through the public spaces; Now, Therefore, Be It
13

14 RESOLVED, The Ramsey County Regional Railroad Authority approves a contract with The
15 St. Paul Foundation for installation and transfer of artwork; and Be It Further
16

17 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
18 execute the contract in a form to be approved by the County Attorney's Office.

AGREEMENT FOR INSTALLATION AND TRANSFER OF ARTWORK

THIS AGREEMENT is entered into between the Ramsey County Regional Railroad Authority ("RCRRA"), a political subdivision of the State of Minnesota, with offices at Union Depot, Suite 200, 214 4th Street East, St. Paul, MN 55101 and St. Paul Foundation ("Foundation") with offices at 101 5th Street East, St. Paul, MN 55101

WHEREAS, RCRRA has renovated and restored the building and improvements located at 214 4th Street East, St. Paul, Minnesota known as Union Depot as a multi-modal transit facility (the "Union Depot Project" or "Project") and included in the Union Depot Project the establishment and display of artwork, visual displays and objects, entertainment, community celebration and related activities, to develop and enhance the visual, aesthetic and cultural ambiance and public experience associated with Union Depot.

WHEREAS, in connection with the Union Depot Project, Foundation arranged for and sponsored at Union Depot the design and building of a public art mural using "Lite Brite" materials and components referred to as "Forever St. Paul" (the "Artwork") and in cooperation with RCRRA arranged for the temporary placement of the Artwork at Union Depot (the Artwork is depicted on attached **Exhibit 1**);

WHEREAS, Foundation is the owner of the Artwork;

WHEREAS, Foundation and RCRRA desire and intend that the Artwork be installed and displayed at Union Depot, as provided in this Agreement and that upon completion of the initial installation of the Artwork at Union Depot as provided in this Agreement, RCRRA become and be the owner of the Artwork; and

NOW, THEREFORE, in consideration of the above-stated recitals and subject to the conditions set forth below in this Agreement, RCRRA and Foundation agree as follows:

1. **Foundation's Obligations**

- 1.1 Foundation shall perform all services and furnish all supplies, material and/or equipment as necessary for the modification of the Artwork to enable installation of the Artwork in the manner described in this Agreement and as shown and described in **Exhibit 2**, attached to and made a part of this Agreement, and shall pay the cost of all supplies, material and/or equipment and labor necessary for the installation of the Artwork at the location at Union Depot described in **Exhibit 3** ("Site").
- 1.2 Foundation shall determine the means and methods of the modification of the Artwork (the "Modification"), to enable the installation at Union Depot as provided in this Agreement ("Installation") in accordance with the modification and installation plan shown on attached **Exhibit 2** (the "Plan") to satisfy the requirements of RCRRA for installation of the Artwork at the Site (the "RCRRA Requirements"), as further defined in Section 3 below. To ensure that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and

other traffic flow, parking, and safety devices and procedures at the Site, the final Plan shall be developed collaboratively with RCRRA and shall be subject to final approval by RCRRA to ensure compliance with these objectives. RCRRA shall have the sole and ultimate discretion, in its exclusive judgment, to determine the ultimate means, methods and conditions of the Installation.

- 1.3 Foundation shall provide RCRRA staff sufficient detail to permit RCRRA to determine compliance with applicable local, state or federal laws, ordinances and/or regulations, and as necessary for Foundation to obtain any necessary approvals with the State Historic Preservation Office ("SHPO") and the City of Saint Paul.
- 1.4 Foundation shall secure any and all required licenses, permits and similar legal authorizations at the Foundation's expense as may be necessary for the installation of the Artwork at the Site ("Permits"). Foundation shall be responsible, at Foundation's sole cost and expense for completing the required review process of the State Historic Preservation Office ("SHPO") and the City of St. Paul including organizing and scheduling meetings with review entities such as the, the State Historic Preservation Office (SHPO) and the City of Saint Paul and for providing materials required at such meetings should they be necessary. RCRRA will cooperate and provide information regarding Union Depot and the Site as reasonably required by Foundation and SHPO to complete the review and approval process. Permits relating to the Installation shall be at the expense of Foundation and shall be obtained in cooperation with RCRRA, or may be obtained by RCRRA if appropriate to enable the Installation to proceed. Foundation shall coordinate with RCRRA staff, as appropriate, to communicate about the Artwork and to ensure appropriate integration and/or installation of the Artwork and to develop and modify the Plan as determined necessary by SHPO and RCRRA.
- 1.5 Foundation shall complete the Modification of the Artwork by the scheduled installation start date as provided in the Plan, and before the Modification is completed shall allow RCRRA to inspect the Artwork at the location where the work of the Modification is taking place.
- 1.6 Foundation shall provide required insurance as specified in Section 14 and **Exhibit 4**, attached hereto and made a part of this Agreement.
- 1.7 Foundation shall provide a maintenance manual with a description of all materials and products utilized in the Artwork and the required care and upkeep involved.
- 1.8 Foundation shall arrange the transportation of the Artwork, as modified, to the Site in consultation with RCRRA staff.
- 1.9 Foundation shall be available with reasonable advance notice for meetings, unveiling ceremonies, relating to the Artwork, as necessary. The unveiling

process and any ceremonies or events relating thereto taking place at Union Depot shall be only as determined and in the manner as established by RCRRA.

2. RCRRA's Obligations

- 2.1 RCRRA shall be responsible for providing Foundation, at no expense to Foundation, copies of existing designs, drawings, and reports relating to the Site, which are needed by the Foundation to complete the modifications and deliver the Artwork for installation per the Plan and in the designated location.
- 2.2 RCRRA shall be responsible for compliance with applicable laws and regulations with the exception of required licenses, permits and similar authorizations required to be secured by Foundation under Section 1.1.
- 2.3 RCRRA shall determine the method for installing the Artwork at the Site which RCRRA intends to be by attaching the Artwork to Union Depot generally in the manner and at the location shown on the Plan. Foundation shall have an opportunity to review and comment and Foundation and RCRRA will cooperate to determine the method of installation. RCRRA will be responsible for having the Site prepared and available by the scheduled installation start date as provided in the Plan or shall notify Foundation in writing of any delays.

3. Design

3.1 Modification and Installation Plan

- a. RCRRA provided Foundation with a list of RCRRA requirements for modification of the Artwork that must be satisfied for RCRRA to allow the Artwork to be installed at the Site ("RCRRA Requirements"). Foundation will develop, or have its contractor, Display Arts, develop the modification plan and detailed proposal for affixing the Artwork to the wall/floor at the Site (the "Plan"). Within 30 days of the execution of this Agreement, Foundation shall submit to RCRRA staff the final Plan in the form of detailed color drawings, as are required to present a meaningful representation of the Modification and Installation that will enable RCRRA to determine that the Plan satisfies the RCRRA Requirements. The Plan and will include a description of any operational, maintenance and conservation requirements for the Artwork; a description of the placement of the Artwork at the Site and any site preparations that may be required at the Site, and a description of all materials and products utilized in the Artwork and the required routine care and upkeep involved. The Plan shall include signage providing information regarding the Artwork and relating to its nature, development and other matters determined relevant and acceptable by Foundation and RCRRA. The form, location and content of the signage shall be included in the Plans and shall be subject to and may only be included with the Artwork upon review and consultation by and between Foundation and if approved by RCRRA.

- b. The Plan must include sufficient detail to permit RCRRA, SHPO, to determine compliance with applicable local, state or federal laws, ordinances and/or regulations.
- c. When Foundation submits the Plan to RCRRA, Foundation shall also submit for approval by RCRRA a budget for the Installation of the Artwork.

3.2 Approval

- a. Within 15 days after Foundation submits the Plan, Foundation and RCRRA staff shall convene to review the Plan. RCRRA staff shall notify Foundation within seven days whether it approves or disapproves of the Plan. RCRRA shall have discretion to approve outright, approve with conditions, or disapprove the Plan.
- b. RCRRA staff shall notify Foundation of any revisions to the Plan determined by RCRRA to be necessary for the Artwork to comply with applicable laws, ordinances and/or regulations, the Requirements, and other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the accepted Plan.

3.3 Redesign

- a. If RCRRA staff does not approve the Plan, RCRRA staff will notify Foundation in writing of the reasons for such disapproval, and Foundation will submit a Plan within 20 days after the notice from RCRRA addressing the identified reasons for not approving. This process shall continue until RCRRA staff approves the Plan.
- b. If Foundation refuses to revise adequately the Plan in the judgment of RCRRA staff, this Agreement shall terminate and the parties shall be under no further obligation to each other as of the date of such termination. The effective date of termination shall be the date RCRRA submits its written disapproval of the revised Plan to Foundation. RCRRA shall submit to Foundation a written termination notice with the disapproval. The termination notice shall confirm that Foundation shall retain ownership of the Artwork

3.4 Construction Documents

- a. Foundation shall prepare structural drawings detailing every physical feature of the construction of the Artwork and its integration with the Site. These drawings and supplementary documents shall indicate any issues involved in the construction, integration and maintenance of the Artwork, and shall identify any subcontractors needed to work on the project including the work to be performed by the subcontractors.

- b. Where appropriate, Foundation shall present such drawings to a qualified engineer, licensed by the State of Minnesota and paid by Foundation, for certification that the Artwork will be of adequate structural integrity, and Foundation shall provide RCRRA with such certification, signed and stamped by the licensed engineer.

4. SHPO Approval

- 4.1 Following RCRRA approval of the Plan, Foundation shall, at Foundation's sole cost and expense, submit the Plan for approval by SHPO and other agencies with jurisdiction, and pursue approval to completion. RCRRA will cooperate with the process in good faith.
- 4.2 Approval by SHPO, and other agencies with jurisdiction, is a condition that must be satisfied to enable Foundation to deliver the Artwork to the Site for Installation, for the Installation to proceed, and for RCRRA to accept the transfer of ownership of the Artwork as provided in Section 16 below.

5. Modification Stage

- 5.1 Foundation shall complete the Modification in substantial conformity with the Plan and shall not deviate from the Plan without written approval of RCRRA.
- 5.2 Prior to requesting authorization to transport the Artwork to the Site for Installation, Foundation shall provide RCRRA with a list of all workers or subcontractors and equipment to be used along with the hours of operation and the scope of work to be performed on site. All subcontractors must provide proof of insurance as described in **Exhibit 4** prior to entering the Site.
- 5.3 RCRRA shall have the right to review the Artwork at reasonable times during the Modification upon reasonable notice.
- 5.4 If RCRRA, upon review of the Modification, determines that the Artwork does not conform to the Plan, RCRRA reserves the right to notify Foundation in writing of the deviations and withhold consent to Installation of the Artwork at the Site until the Artwork conforms to the Plan.
- 5.5 Foundation shall notify RCRRA in writing when the Modification is completed, and when the Artwork is ready for delivery and installation at the Site.
- 5.7 RCRRA shall promptly review the Artwork, and upon approval shall consent to Installation of the Artwork at the Site. RCRRA shall not unreasonably withhold final approval of the Modification. In the event that RCRRA does withhold final approval, RCRRA shall submit the reasons for such disapproval in writing within 10 days of examining the Modification. Foundation shall then have 30 days from the date of RCRRA's notice of the disapproval to make the adjustments to the Modification in accordance with such writing.

- 5.8 RCRRA staff shall promptly notify Foundation of any delays, if such delays are caused by RCRRA, impacting Installation.

6. Installation

- 6.1 Upon RCRRA's final approval of the Modification as being in conformity with the Plan, Foundation shall deliver the completed Artwork to the Site in accordance with the agreed-upon schedule.
- 6.2 Foundation will coordinate closely with RCRRA staff to ascertain that the Site is prepared to receive the Artwork. Foundation must notify RCRRA of any adverse conditions at the Site that would affect or impede the Installation.
- 6.3 Foundation is responsible for timely delivery of the Artwork to the Site and Foundation will confer and coordinate with RCRRA staff to ensure timely coordination with RCRRA. Site access procedures will be identified in coordination with the development of the Plan. Foundation may not delivery the Artwork until authorized to do so by RCRRA.
- 6.4 RCRRA will, at the expense of Foundation, contract for services to install/attach the Artwork to Union Depot at the Site in accordance with the Plan (the "Installation"). Within 30 days of an invoice from RCRRA to Foundation, Foundation will reimburse RCRRA the actual cost to RCRRA to install the Artwork at the Site.
- 6.5 Upon Installation of the Artwork, Foundation shall provide RCRRA with written instructions for the appropriate maintenance and preservation of the Artwork along with product data sheets for any material or finish used.
- 6.6 RCRRA is responsible for the proper care and maintenance of the Artwork after written acceptance of the Installation

7. Approval and Acceptance

- 7.1 Foundation shall notify RCRRA in writing that the Artwork is installed in accordance with the Plan, and that the Artwork is ready for approval and acceptance.
- 7.2 RCRRA shall promptly notify Foundation of its final acceptance of the Artwork within 10 days after Foundation submitted written notice pursuant to Section 7.1 above. The effective date of final acceptance shall be the date RCRRA submits written notice to Foundation of its final acceptance of the Artwork. The final acceptance shall be understood to mean that RCRRA acknowledges Modification and Installation of the Artwork in substantial conformity with the Plan, and that RCRRA accepts ownership of the Artwork.

- 7.3 If RCRRA disputes that the Modification is in conformance with the Plan, RCRRA shall notify the Foundation in writing of the defect and Foundation shall promptly cure the defect.
- 7.4 If Foundation disputes RCRRA's determination that the Artwork is not in conformance with the Modification, Foundation shall submit reasons in writing to RCRRA within 30 days of RCRRA's notification. RCRRA shall make reasonable efforts to resolve the dispute with Foundation in good faith. However, final determination as to whether the Modification is in accordance with the Plan shall remain with RCRRA.
- 7.5 Upon the resolution of any disputes that arise under this Section 7 RCRRA staff shall notify Foundation of its final acceptance of the Artwork.
- 7.6 After final acceptance of the Artwork, Foundation shall be available at such time(s) as may be mutually agreed upon by RCRRA staff and Foundation to attend any public meetings and community outreach functions, as well as any inauguration or presentation ceremonies relating to the dedication of the Artwork. RCRRA shall be solely responsible for coordinating public information materials and activities related to public presentations.

8. Taxes. Any state or federal sales, use or excise taxes, or similar charges relating to the services and materials under this Agreement shall be paid by Foundation in a timely fashion and in accordance with all legal requirements.

9. Term. This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to the provisions of this Agreement, shall extend until the completion of obligations by both parties. Provisions of this Agreement that by their nature extend beyond the term of the Agreement shall survive the termination of this Agreement. Extension of time for performance hereunder may be granted upon the request of one Party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties

10. Risk of Loss. Foundation shall bear the risk of loss or damage to the Artwork until RCRRA's final acceptance of the Artwork under Section 7 Foundation shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. RCRRA shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork, by written agreement of the parties that RCRRA has custody and possession of the Artwork.

11. Warranties of Title. Foundation represents and warrants that:

- 11.1 The Artwork is not solely the result of any individual or group claiming copyright, trademark or similar rights of any kind or nature with respect to the Artwork.

- 11.2 Except as otherwise disclosed in writing to RCRRA, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person.
- 11.3 Foundation has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement.
- 11.4 The Artwork is free and clear of any liens from any source whatsoever.
- 11.5 All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence.
- 11.6 The representations and warranties in this Section 11 shall survive the termination or expiration of this Agreement.

12. Warranties of Quality and Condition. Foundation represents and warrants that:

- 12.1 All work that Foundation, its vendors and contractors, will perform as provided in this Agreement will be performed in accordance with professional "workmanlike" standards and will be free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for two years after the date of final acceptance by RCRRA under Section 7, except that without limiting the warranties in Sections 12.2 – 12.6 the Foundation does not make any warranty under this Section 12.1 regarding the quality, condition or workmanship of the "Lite Brite pegs" or the perforated metal panels holding the pegs.
- 12.2 The Artwork and the materials used are not currently known to be harmful to public health and safety.
- 12.3 Reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by Foundation pursuant to Section 6.5.
- 12.4 If within two years after Final Acceptance RCRRA observes any breach of warranty described in this Section 12 that is curable by Foundation, Foundation shall, at the request of RCRRA, cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to RCRRA. RCRRA shall give notice to Foundation of such breach with reasonable promptness.
- 12.5 If within two years after Final Acceptance RCRRA observes a breach of warranty described in this Section 12 that is not curable by Foundation. Foundation is responsible for reimbursing RCRRA for damages, expenses and loss incurred by RCRRA as a result of the breach.

12.6 If after two years after Final Acceptance RCRRA observes any breach of warranty described in this Section 12 that may be curable by Foundation, RCRRA, at its discretion, has the option to either:

- a. Contact Foundation to make or supervise repairs or restorations at a reasonable fee; or
- b. Seek the services of a qualified restorative conservator and maintenance expert.

13. Acceptable Standard of Display. Foundation represents and warrants that:

- 13.1 General routine cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display.
- 13.2 To the extent the Artwork incorporates products covered by a manufacturer's warranty, Foundation shall provide copies of such warranties to RCRRA.
- 13.3. The foregoing warranties are conditional, and shall be voided by the failure of RCRRA to maintain the Artwork in accordance with Foundation's specifications and the applicable conservation standards.]

14. Liability/Insurance. Foundation acknowledges that, except as otherwise provided herein, until final acceptance of the Artwork by RCRRA under Section 7, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of Foundation, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artwork, regardless of where such loss occurs.

Insurance requirements are set forth in **Exhibit 4**.

15. Indemnity

- 15.1 Foundation shall indemnify, defend and hold harmless RCRRA and officials, employees and agents (each a "Covered Person") from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Losses") arising from, in connection with or caused by:
 - a. Any personal injury or property damage caused, directly or indirectly, by any act or omission of Foundation; or
 - b. Any infringement of patent, copyright, trademark, trade secret or other proprietary right caused by Foundation.
- 15.2 Notwithstanding the foregoing, Foundation shall have no obligation under this Section 15 with respect to any Losses that are caused solely by the active negligence or willful misconduct of the Covered Party and is not contributed to by

any act or omission (including any failure to perform any duty imposed by law) by Foundation.

- 15.3 Foundation acknowledges and agrees that its obligation to defend in this Section:
- a. Is an immediate obligation, independent of its other obligations hereunder;
 - b. Applies to any Losses which actually or potentially fall within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and
 - c. Arises at and continues after the time the Losses are tendered to Foundation.

16. Ownership and Intellectual Property Rights

16.1 Title. Title to the Artwork shall transfer to RCRRA upon completion of the Installation and RCRRA's written final acceptance of the Artwork and upon RCRRA's notice to Foundation of final acceptance of the Artwork. Foundation shall provide RCRRA with a Transfer of Title in substantially the form attached hereto and made a part of this Agreement as **Exhibit 5**.

16.2 Ownership of Documents. One set of presentation materials prepared and submitted under this Agreement shall be retained by RCRRA for possible exhibition and to hold for permanent safekeeping.

16.3 Reproduction Rights.

16.3.1 In view of the intention that the final Artwork shall be unique, Foundation shall not make any additional exact duplicate two or three-dimensional reproductions of the final Artwork, nor shall Foundation grant permission to others to do so except with the written permission of RCRRA. Foundation may include images of the Artwork approved by RCRRA in brochures, media publicity and print materials and may include in these materials a statement that the Artwork is on display at Union Depot. Images of the Artwork that also show the Installation or any of Union Depot shall not be used unless the image is approved by RCRRA in advance of any use by on behalf of Foundation, or by others.

16.3.2 Foundation grants to RCRRA and its assigns an irrevocable license to make two-dimensional reproductions of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.

16.3.3 RCRRA is not responsible for any third party infringement of Foundation's copyright, if any, and is not responsible for protecting the intellectual property rights of Foundation.

17. Permanent Record. RCRRA shall maintain on permanent file a record of this agreement and of the location and disposition of the Artwork.

18. Independent Contractor. Foundation is not as an agent or employee of RCRRA. Foundation acknowledges and agrees that Foundation is not an authorized agent of RCRRA with the power to bind in any manner. Foundation shall provide RCRRA with Foundation's Tax Identification Number and any proof of such number as requested by RCRRA.

19. Nondiscrimination. Foundation shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

20. Suspension/Termination.

20.1 Either Party may suspend this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operations; superior governmental regulation or control, public emergency or strike or other labor disturbance. Notice of suspension of this Agreement shall be given to the other Party in writing not less than 15 days prior to the effective date of the suspension. If the suspension continues for more than 90 days, either party may terminate this Agreement without cause.

20.2 RCRRA may terminate this Agreement without cause upon 15 days written notice to Foundation.

20.3 If Foundation willfully or negligently fails to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, RCRRA shall thereupon have the right to terminate this Agreement by giving written notice to Foundation of its intent to terminate, specifying the grounds for termination. Foundation shall have 15 days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.

20.3 Upon notice of termination, Foundation shall cease all activities under this Agreement.

21. Compliance with Applicable Law. It shall be the obligation of Foundation to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

22. Notices and Documents.

Notices required under this Agreement shall be delivered personally or through the [registered or certified mail, return receipt requested] mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party pursuant to the provisions of this Article:

Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 Fourth Street East
St. Paul, MN 55101

For Foundation:

Insert Foundation address and contact person

Notice shall be deemed effective on the date personally delivered or, if mailed, on the date the return receipt is signed.

23. Waiver. The Parties agree that a waiver of any breach of violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term of condition.

24. Audit.

24.1 Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, Foundation, upon written request, shall make available to RCRRA, the State Auditor or RCRRA's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of Foundation relating to this Agreement.

24.2 Foundation shall maintain all books, documents, records and accounting procedures and practices of Foundation relating to this Agreement for a period of six years from the date of transfer of title following acceptance and final payment is made. Those records subject to an audit shall be maintained until the audit is resolved, even if this period extends beyond the six years stated. All records shall be made available for inspection or audit, at any time during regular business hours, upon written request by RCRRA designated representative, the State Auditor or the RCRRA's ultimate funding sources.

25. Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of Foundation'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.

26. Conflict of Interest. Foundation and RCRRA shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

27. Amendments. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto in the form of an amendment to this Agreement.

28. Conflicts of Law. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent

jurisdiction or arbitration panel or mediation procedure to be in conflict with the laws, rules, and/or regulations of the United States or the State of Minnesota, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

29. 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.

30. 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.

31. Prevailing Wage. Foundation 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.

32. Respectful Workplace and Violence Prevention. Foundation shall make all reasonable efforts to ensure that Foundation'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.

33. Entire Agreement. This Agreement, including the exhibits, comprises all of the covenants, promises, agreements, and conditions between the parties with respect to the Artwork. No verbal agreements or conversations between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligations.

WHEREFORE, this Agreement is duly executed on the last date written below.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

ST. PAUL FOUNDATION

Rafael E. Ortega, Chair
Ramsey County Regional Railroad Authority

Print Name: _____
Title: _____

Date: _____

Date: _____

Approval recommended:

Timothy A. Mayasich, Director
Ramsey County Regional Rail Authority

Date: _____
Approved as to form and insurance:

Assistant County Attorney

Date: _____

Exhibit 1
Depiction of the Artwork



Exhibit 2
The Plan of the Modification and Installation

General criteria for the modification of the Artwork:

Depth of Artwork must be reduced to 13 inches, preferably less, so as not to restrict traffic flow or impede safe entrance/egress through adjacent doorways at either end of the display.

Minimize overall size, length and height, by reducing border and base size. Finished sides must be provided.

Artwork needs to be approved for installation per applicable codes related to fire, electrical, and structural at a minimum. Eliminate wood frame and temporary wiring.

Base of Artwork must be modified to accommodate installation on the ramp, slope to be field verified, and ensure Artwork is secure in place. Eliminate any ledge that could be used for sitting, setting items, or collecting debris, etc.

Base of Artwork and electrical must be modified to utilize existing power outlets. Field verify exact location.

Lighting system requires revision for code, ease of maintenance and to minimize bulb replacement frequency (LED lighting is recommended with top access for maintenance).

Artwork needs to incorporate a protective front panel to prevent pegs from falling out or being taken out.

Display must be affixed to the building structure for stability while considering the historic nature. Attachment to the brick wall is preferred; avoid or minimize attachments to the floor. Wall attachment must be at the mortar joints, not the bricks, to preserve the historic structure elements. Attachment method and floor loading must be confirmed through a structural review.

Installation will be completed by a contractor approved to work at Union Depot with costs paid by Foundation.

Installation will occur within 60 days of RCRRRA's final approval of the Modification per Section 7.

Exhibit 3
Sketch of the Site

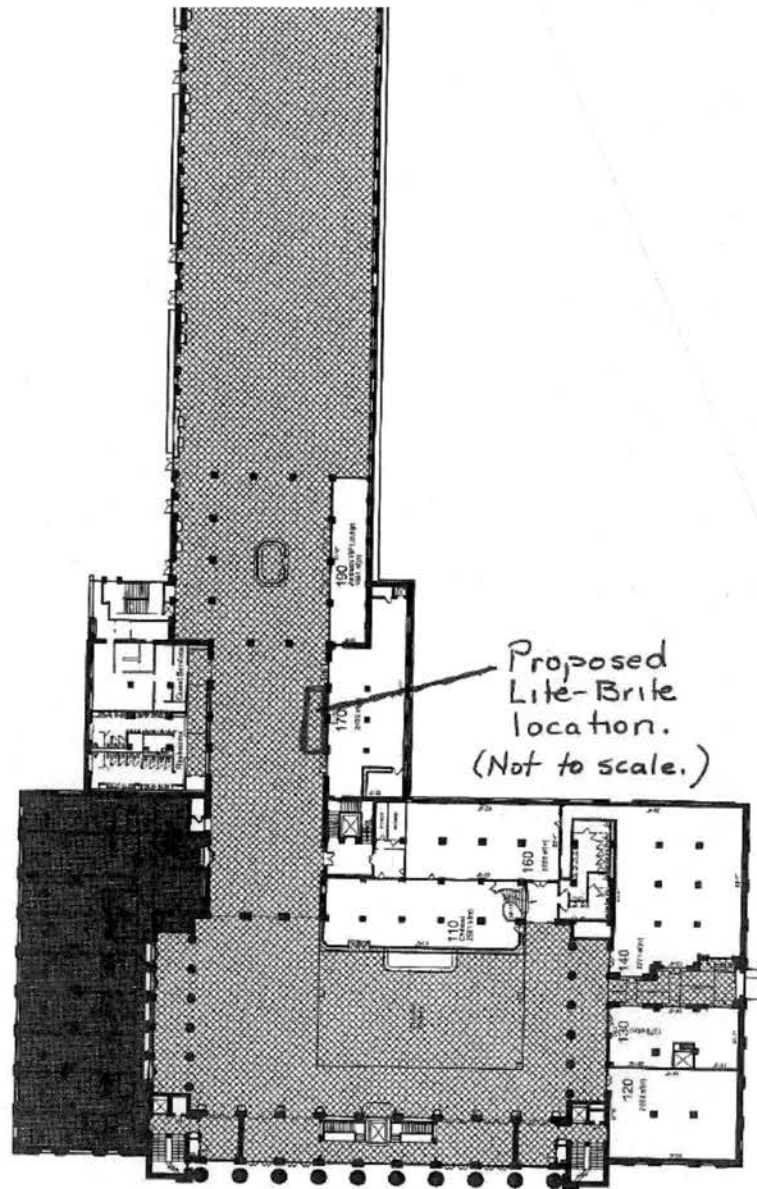


Exhibit 4
Insurance Requirements

Foundation shall obtain and maintain for the duration of the contract, an insurance policy or policies for the protection of both Foundation and RCRRRA. RCRRRA requires certification of insurance coverage from all Artists/subArtists, Sub-contractors and suppliers before commencing work. All subcontractors used for the installation shall provide certificates of insurance evidencing General Liability, Workers Compensation, and automobile coverage prior to installation with RCRRRA and Ramsey County as property manager added as an additional insured with respect to installation of the artwork.

Please carefully review the requirements outlined.

IT IS HIGHLY RECOMMENDED THAT YOU CONFER WITH YOUR INSURANCE BROKER/AGENT OR OTHER INSURANCE COMPANY REPRESENTATIVE, BEFORE SUBMITTING YOUR BID, TO DETERMINE THE AVAILABILITY AND APPLICABLE COST, IF ANY, OF CERTIFICATES, ENDORSEMENTS, COVERAGES, AND LIMITS REQUIRED.

1. MINIMUM SCOPE AND EXTENT OF COVERAGE

A. GENERAL LIABILITY

Commercial General Liability, ISO coverage form number CG 00 01 ("occurrence" basis).

\$ 1,000,000 limit per occurrence for bodily injury, personal injury, and property damage; **\$1,000,000** annual aggregate

The Ramsey County Regional Rail Authority, its commissioners, officers, officials, agents, and employees, shall be endorsed as **additional insureds** by ISO Form **CG 20 26 -- ADDITIONAL INSURED -- DESIGNATED PERSON OR ORGANIZATION** or equivalent. As additional insureds, they shall be covered as to work performed by or on behalf of Foundation or as to liability which arises out of Artist's activities or resulting from the performance of services or the delivery of goods called for by the **Contract**.

B. AUTOMOBILE LIABILITY

Business Auto or Personal Automobile Liability insurance
\$1,000,000 limit per occurrence covering bodily injury and property damage.

C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Statutory Workers' Compensation insurance for all states where Proposer has work locations and standard Employer's Liability insurance, *if required by state*

law.

D. PROFESSIONAL LIABILITY – REGISTERED STRUCTURAL ENGINEER

D.1 Per Claim \$1,000,000
Aggregate Limit: \$2,000,000

D.2 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.

E. PROPERTY

Foundation shall maintain property coverage on an all-risk basis and shall add RCRRA as a loss payee as RCRRA's interest in the Artwork may appear. This interest shall be based on the payments made according to **Exhibit 4** for the commissioned Artwork as defined in the contract between Foundation and RCRRA. Foundation shall keep this policy in effect until RCRRA's final acceptance of the Artwork under Article 4 Risk of Loss.

2. **INSURER QUALIFICATIONS/ACCEPTABILITY**

The insurance required hereunder shall be issued by an **A.M. Best "A-" rated, Class VI** insurance company licensed to conduct insurance business in the state of Minnesota.

3. **VERIFICATION OF INSURANCE COVERAGE**

Prior to commencing work, Foundation shall furnish RCRRA with CERTIFICATE(S) OF INSURANCE (including a Professional Liability insurance certificate from Registered Structural Engineer) and with any applicable original endorsements evidencing the required insurance coverage. A person authorized by that insurer to bind coverage on its behalf must sign the insurance certificates and endorsements. All certificates and endorsements received by RCRRA are subject to review and approval by the Ramsey County Attorney's Office. RCRRA reserves the rights to require complete, certified copies of all required policies at any time. If the scope of this contract will exceed one (1) year—or, if any of Artist's applicable insurance coverage expire prior to completion of the work or services required under this contract—Foundation will provide a renewal or replacement certificate before continuing work or services hereunder.

4. **NON-WAIVER**

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

Exhibit 5
Transfer of Title

STATE OF MINNESOTA
COUNTY OF RAMSEY

TRANSFER OF TITLE

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned Artist located at the address noted below does hereby sell, transfer and convey to RCRRA, located in St. Paul, Minn., its assigns and successors, all right, title and interest in the ownership of the Artwork commissioned by the Ramsey County Regional Railroad Authority and as described in the agreement between the parties.

Title: _____
Location: _____

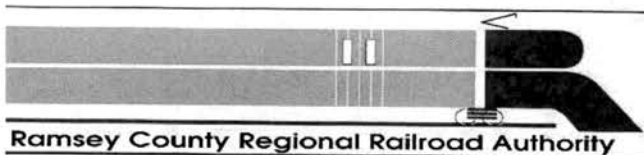
IN WITNESS WHEREOF, St. Paul Foundation has executed this written transfer of title on this ____ day of _____, 20__.

ADDRESS

WITNESS

Sworn to and subscribed
before me this ____ day
of _____, 20__.

NOTARY PUBLIC
My Commission Expires:
(NOTARY SEAL)



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 07/22/2014

Regional Railroad Authority Meeting Date: _____

SUBJECT: Agreement with the Metropolitan Council for \$500,000 in State bond funds for the Union Depot Multi-Modal Transit Facility Project

EXECUTIVE SUMMARY

The renovation of Union Depot has already received \$13,267,500 of general obligation bond funding from the State of Minnesota. The Legislature in 2009 allocated an additional \$500,000 of general obligation bond funding to be given to Ramsey County Regional Railroad Authority (RCRRA) as a grant through the Metropolitan Council to assist RCRRA in the reconstruction and renovation of the Union Depot Multimodal Transit Facility as authorized by the legislation.

The Metropolitan Council has been given the authority to implement a transit capital improvement program under Minnesota Statutes Chapter 473.

The total amount of general obligation bond funding for the renovation project is \$13,767,500. The attached agreement with the Metropolitan Council provides the \$500,000 of general obligation bond funding for the renovation project that is in addition to the \$13,267,500 already received. The \$500,000 received through the Metropolitan Council grant will reimburse project costs advanced by RCRRA using tax levy funds.

ACTION REQUESTED

1. Authorize acceptance of a grant in state bond funds from the Metropolitan Council for the Union Depot Project, in the amount of \$500,000.
2. Authorize the Chair to execute the grant agreement.
3. Authorize the County Manager to approve and execute any agreements, amendments, and change orders, related to the expenditure of these grant funds in accordance with County competitive solicitation policies and procedures in a form approved by the County Attorney's Office and within the limits of the grant funding.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

SUBJECT: Agreement with the Metropolitan Council for \$500,000 in State bond funds for the Union Depot Multi-Modal Transit Facility Project

ATTACHMENTS:

Metropolitan Council Grant Agreement

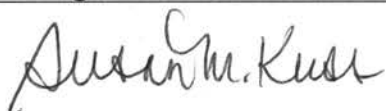
PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

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

SUBJECT: Agreement with the Metropolitan Council for \$500,000 in State bond funds for the Union Depot Multi-Modal Transit Facility Project

Regional Railroad Authority – Authorized Signature	Date
	7/16/14

Finance – Authorized Signature	Date
	7/14/14

County Attorney – Authorized Signature	Date
	7-15-14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Agreement with the Metropolitan Council for \$500,000 in State bond funds for the Union Depot Multi-Modal Transit Facility Project

DRAFT RESOLUTION

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

5 WHEREAS, The Metropolitan Council awarded a \$500,000 grant to the Ramsey County
6 Regional Railroad Authority for the project; and
7

8 WHEREAS, A Grant Agreement has been negotiated with the Metropolitan Council to
9 provide the funding; Now, Therefore, Be It
10

11 RESOLVED, The Ramsey County Regional Railroad Authority authorizes acceptance of a
12 grant in state bond funds from the Metropolitan Council for the Union Depot Project, in the amount
13 of \$500,000; and be it further
14

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

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

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

Attachment

**General Obligation Bond Proceeds
Grant Agreement - Construction Grant
for the
Union Depot Multimodal Transit Facility
Project**

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Attachment I – DECLARATION

Attachment II – LEGAL DESCRIPTION OF REAL PROPERTY

Attachment III – SOURCE AND USE OF FUNDS

Attachment IV – PROJECT COMPLETION SCHEDULE

**General Obligation Bond Proceeds
Grant Agreement - Construction Grant
For the Union Depot Multimodal Transit Facility
Project**

THIS AGREEMENT shall be effective as of _____, 2014, and is between the Ramsey County Regional Railroad Authority, a Local Governmental Unit ("RCRRA") and the Metropolitan Council, a public corporation and political subdivision of the state of Minnesota ("Council").

RECITALS

A. Under the provisions contained in Laws of Minnesota 2009, Chapter 93, Section 12, subdivision 9 (the "G.O. Bonding Legislation") the State of Minnesota has allocated **\$500,000** (the "Grant"), which is to be given to the RCRRA as a grant to assist it in the reconstruction and renovation of the Union Depot Multimodal Transit Facility as authorized by such legislation;

B. Under the provisions of Minnesota Statutes Chapter 398A, the RCRRA has been given the authority to preserve and improve local rail service, which gives the RCRRA the authority to carry out the project referred to in preceding paragraph A (the "Governmental Program");

C. Under the provisions contained in Minnesota Statutes Chapter 473 the Council has been given the authority to implement a transit capital improvement program;

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

E. The RCRRA's receipt and use of the Grant to acquire an ownership interest in and/or improve real property (the "Real Property") and, if applicable, structures situated thereon (the "Facility") will cause the RCRRA's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. Section 16A.695 (the "G.O. Compliance Legislation"), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures; and

F. The RCRRA and the Council desire to set forth herein the provisions relating to the Grant to the RCRRA, and the operation of the Project by the RCRRA.

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

**ARTICLE I
DEFINITIONS**

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

"Advance(s)" - means an advance of the Grant made or to be made by the Council to the RCRRA and disbursed in accordance with the provisions contained in Article VI.

"Agreement" - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the Union Depot Multimodal Transit Facility Project, as such exists on its original date and any amendments, modifications or restatements thereof.

"Architect" - means **Jason McKane, LEED AP - Mortenson Construction**, which will administer the Construction Contract Documents on behalf of the RCRRA.

"Code" - means the Internal Revenue Code of 1986, as amended from time to time, and all Treasury Regulations, Revenue Procedures and Revenue Rulings issued pursuant thereto.

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

"Completion Date" - means **June 30, 2015**, the date of projected completion of the Project.

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

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

"Construction Items" - means the work to be performed under the Construction Contract Documents.

"Counterparty" - means any entity with which the RCRRA contracts under a Use Contract.

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

"Draw Requisition" - means a draw requisition that the RCRRA, or its designee, submits to the Council when an Advance is requested, as referred to in Section 6.02.

"Facility" - means the Union Depot Multimodal Transit Facility, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Grant. The Facility shall not be deemed to include the Union Depot Head House.

"G.O. Bonding Legislation" - means the legislation delineated in Recital B hereinabove.

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

"G.O. Compliance Legislation" means Minnesota Statutes, Section 16A.695, as such may subsequently be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

"Governmental Program" - means the operation of the Real Property and Facility for the purpose specified and identified in Recital C of this Agreement as the Governmental Program.

"Grant" - means a grant of monies from the Council to the RCRRA in the amount identified as the "Grant" in Recital B to this Agreement, as the amount thereof may be modified under the provisions contained in Section 6.01.

"Initial Acquisition and Betterment Costs" - means the cost to acquire the RCRRA's ownership interest in the Real Property and Facility, if the RCRRA does not already possess the required ownership interest, and the costs of betterments of the Real Property and Facility; provided, however, the Commissioner is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

"Inspecting Engineer" - means the Council's construction inspector, or its designated consulting engineer.

"Leased/Easement Premises" - means the real estate and structures, if any, that are leased to the RCRRA under a Real Property/Facility Lease or granted to the RCRRA under an easement.

"Lessor/Grantor" - means the fee owner/lessor or grantor of the Leased/Easement Premises, if any.

"Ownership Value" - means the value of the RCRRA's ownership interest, if any, in the Real Property and Facility that existed concurrent with the RCRRA's execution of this Agreement. The parties hereto agree and acknowledge that such value is **\$54,400,000** (Market Value).

"Project" - means the RCRRA's acquisition, if applicable, of the ownership interests in the Real Property and Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03 herein.

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

"Real Property/Facility Lease" - means a long-term lease of the Real Property, the Facility or both by the RCRRA as lessee there under.

"Use Contract" - means a lease, management contract or other similar contract between the RCRRA and any other entity that involves or relates to any part of the Real Property or Facility.

"Useful Life of the Real Property and Facility" - means (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the

useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The Council shall make and issue the Grant to the RCRRA and disburse the proceeds in accordance with the provisions of this Agreement. The Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the Council or the Commissioner in the event of frustration of the public purpose, which public purpose is the operation of the Governmental Program.

Section 2.02 **Public Ownership.** The RCRRA acknowledges and agrees that the Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the RCRRA represents and warrants to the Council that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possesses, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and Facility in the manner specified in Section 2.04. The RCRRA hereby covenants that it will maintain such ownership in the Real Property and Facility for the Useful Life of the Real Property and Facility, as further provided in Article IV hereof.

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

Ownership Interest in the Real Property:

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

Ownership Interest in, if applicable, the Facility:

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

☐ Not applicable because there is no Facility.

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

(Check all appropriate boxes.)

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

Section 2.04 **Completion; Operation of the Real Property and Facility.** The RCRRA agrees to complete, or cause to be completed, the Project by the Completion Date.

The Real Property and Facility must be used by the RCRRA or the RCRRA must cause such Real Property and Facility to be used for the operation of the Governmental Program or for such other use as the Minnesota Legislature may from time to time designate, and for no other purposes or uses, for the Useful Life of the Real Property and Facility.

The RCRRA may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and Facility, subject to Article III.

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

For those programs, if any, that the RCRRA will directly operate on all or any portion of the Real Property and Facility, the RCRRA covenants with and represents and warrants to the Council that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the Council, and (iii) it will annually adopt, by resolution, a budget for the operation of

such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the Council and the Commissioner certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and Facility by a Counterparty under a Use Contract, the RCRRA covenants with and represents and warrants to the Council that; (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the Council and the Commissioner certified copies of such resolution and budget.

Section 2.05 RCRRA Representations and Warranties. The RCRRA further covenants with, and represents and warrants to, the Council as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. It has complied with the matching funds requirement, if any, contained in Section 7.22.

Q. The Useful Life of the Real Property and Facility is not reasonably expected to be less than 30 years.

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

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

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

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

V. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the Council or the Commissioner.

W. Its ownership interest in the Real Property and Facility is, or when acquired will be, "state bond financed property," as such term is used in the G.O. Compliance Legislation.

Section 2.06 Ownership by Leasehold or Easement. This Section shall only apply if the RCRRA's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement:

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

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

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

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

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

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

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

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

8. It must provide that any use restrictions contained therein only apply as long as the RCRRA is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the RCRRA's ownership interest in the Real

Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

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

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

11. The RCRRA must be the lessee under the Real Property/Lease or grantee under the easement.

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

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

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

Section 2.07 Frustration of Governmental Program. Should the carrying out of the Governmental Program for which the Council is making the Grant not occur or be discontinued, the RCRRA shall give notice to the Council or, if the Council becomes aware of such occurrence or discontinuance without notification from the RCRRA, the Council may give notice to the RCRRA. Upon any such notice, within 30 days the RCRRA shall notify the Council what efforts the RCRRA is making to restore the Governmental Program. If, after no less than 30 additional days, the Council determines that the RCRRA's actions are not reasonable, timely or likely to succeed, the RCRRA agrees to repay to the Council an amount equal to the total amount of Advances made under this Agreement. In no event shall the Council receive repayments from the RCRRA under this Section 2.07 that exceed the aggregate amount of the Advances made to the RCRRA hereunder. This provision shall not, in any way, affect the RCRRA's obligation to maintain fee simple ownership in the Real Property and Facility for the Useful Life of the Real Property and Facility.

Section 2.08 Failure to Repay Upon Frustration of Governmental Program. If the RCRRA does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the RCRRA and in favor of the Council and/or the Commissioner, then such amount may, unless precluded by law, be taken from or

off-set against any aids or other monies that the RCRRA is entitled to receive from the State of Minnesota.

Section 2.09 **Termination/Modification of Grant.** If the Project is not started on or before the date that is five (5) years from the effective date of this Agreement or all of the Grant has not been disbursed as of the date that is four (4) years from the date on which the Project is started, or such later dates to which the RCRRA and the Council may agree in writing, then the Council's obligation to fund the Grant shall terminate. In such event, (i) if none of the Grant has been disbursed by such dates then the Council's obligation to fund any portion of the Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Grant has been disbursed by such dates, then the Council shall have no further obligation to provide any additional funding for the Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the RCRRA's obligation to complete the Project by the Completion Date.

Section 2.10 **Excess Funds.** If the full amount of the Grant and any matching funds referred to in Section 7.22 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the Grant shall be reduced by the amount not needed.

Section 2.11 **Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and Facility to the date on which the Real Property and Facility is first used for the operation of the Governmental Program after such effective date. This Agreement shall terminate as of such date and shall no longer be of any force or effect, and the Commissioner shall execute whatever documents are needed to release the Real Property and Facility from the effect of this Agreement and the Declaration.

Article III USE CONTRACTS

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

A. The purpose for which it was entered into must be to operate the Governmental Program in the Real Property and Facility.

B. It must contain a provision setting forth the statutory authority under which the RCRRA is entering into such contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the Governmental Program and must describe such program.

D. It must contain a provision that will provide for oversight by the RCRRA. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the RCRRA: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the Governmental Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the Governmental Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the RCRRA will annually determine that the Counterparty is using the portion of the Real Property and Facility that is the subject of the Use Contract to operate the Governmental Program.

E. It must allow for termination by the RCRRA in the event of a default thereunder by the Counterparty, or in the event that the Governmental Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the RCRRA is operating the Governmental Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and Facility that is the subject of the Use Contract, unless the RCRRA is authorized by law to pay such costs and agrees to pay such costs; provided, however, that in no event may it require the Counterparty to pay more than the costs of operation and maintenance of that portion of the Real Property and Facility that is the subject of the Use Contract.

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

I. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner, take such actions and furnish such documents to the

Commissioner as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

J. If the amount of the Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minnesota Statutes, Section 116L.66, that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the term of the Use Contract.

K. It must contain a provision that clearly states that the RCRRA is not required to renew the Use Contract beyond the original term thereof and that the RCRRA may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the Governmental Program in the Real Property and Facility or contract with some other entity to operate the Governmental Program in the Real Property and Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed 50% of the Useful Life of the Real Property and Facility for the portion of the Real Property and Facility that is the subject of the Use Contract.

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

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

Article IV **SALE, TRANSFER, CONVEYANCE, LEASE**

Section 4.01 Sale, Transfer, Conveyance, Lease. The RCRRA shall not sell, transfer, convey, lease or otherwise dispose of its interest in all or part of the Real Property and Facility for the Useful Life of the Real Property and Facility, with the exception of a Use Contract as expressly provided in Article III hereof. The sale of the Real Property and Facility is otherwise governed by the G.O. Compliance Legislation.

Article V
PRESERVATION OF TAX-EXEMPT STATUS

Section 5.01 **Preservation of Tax-Exempt Status of G.O. Bonds.** In order to preserve the tax-exempt status of the G.O. Bonds, the RCRRA agrees to assist the Commissioner in complying with applicable federal tax laws, rules and regulations by timely informing the Council and the Commissioner of possible compliance issues and by cooperating to help assure federal tax compliance. If it is determined by the Commissioner, the State's bond counsel, or a court of governmental regulatory or administrative body of competent jurisdiction that any action or omission by the RCRRA or Counterparty or any term of this Agreement or any Use Contract is noncompliant or creates a significant risk of noncompliance with applicable federal tax laws, rules or regulations, the RCRRA shall take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that interest to be paid on the G.O. Bonds is exempt from federal taxation, which may include negotiating in good faith to modify or remove any term of this Agreement or any Use Contract or complying with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code.

Article VI
DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 **The Advances.** The Council agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Grant to the RCRRA from time to time in an aggregate total amount not to exceed the amount of the Grant. If the amount of Grant that the Council cumulatively disburses hereunder to the RCRRA is less than the amount of the Grant delineated in Section 1.01, then the Council and the RCRRA shall enter into and execute whatever documents the Council may request in order to amend or modify this Agreement to reduce the amount of the Grant to the amount actually disbursed.

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

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.22. Therefore, the cumulative amount of all Advances disbursed by the Council at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.22 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

Cumulative Advances $\leq$ (Grant) x (percentage of matching funds, if any, required under Section 7.22 that have been disbursed)

Formula #2

Cumulative Advances $\leq$ (Grant) x (percentage of Project completed)

Section 6.02 **Draw Requisitions.** Whenever the RCRRA desires a disbursement of a portion of the Grant, which shall be no more often than once each calendar month, the RCRRA shall submit to the Council a Draw Requisition duly executed on behalf of the RCRRA or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is

desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the RCRRA and the Council, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the Council, less (iii) any applicable retainage, and less (iv) all prior Advances.

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

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

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

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

Section 6.03 Additional Funds. If the Council shall at any time in good faith determine that the sum of the undisbursed amount of the Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the Council may send written notice thereof to the RCRRA specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The RCRRA agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the Council's notice.

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

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

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

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

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

E. The Council shall have received evidence, in form and substance acceptable to the Council, that the RCRRA is in compliance with the matching funds requirements, if any, contained in Section 7.22.

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

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

H. The Council shall have received evidence, in form and substance acceptable to the Council, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

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

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

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

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

M. The Council shall have received evidence, in form and substance acceptable to the Council, of compliance with the provisions and requirements specified in Section 7.09 and all additional applicable provisions and requirements, if any, contained in Minnesota Statutes, Section 16B.335, that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that; (i) the predesign package referred to in Section 7.09.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.09.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair of the Minnesota House of Representatives Capital Investment Committee has, if required, been notified pursuant to Section 7.09.G.

N. The Council shall have received evidence, in form and substance acceptable to the Council, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the Council and the RCRRA dual obligees thereunder, or such other evidence as may be acceptable to the RCRRA and the Council.

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

P. The RCRRA has supplied to the Council all other items that the Council may reasonably require.

Section 6.05 **Construction Inspections.** The RCRRA and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the RCRRA or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the RCRRA shall immediately notify the

Council, in writing. The Council and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the Council's interest, and that any inspections which may be made of the Project by the Council or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the Council, and the RCRRA will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 Insurance. The RCRRA shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the RCRRA or by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the Council. If damages which are covered by such required insurance occur, then the RCRRA shall, at its sole option and discretion, either; (i) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (ii) use the insurance proceeds to promptly repay to the Council all Advances to the RCRRA made hereunder.

Section 7.02 Condemnation. If all or any portion of the Real Property and Facility is condemned to an extent that the RCRRA can no longer comply with the provisions contained in Section 2.04, then the RCRRA shall, at its sole option and discretion, either; (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the RCRRA to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) use the condemnation proceeds to promptly repay to the Council all Advances to the RCRRA made hereunder.

Section 7.03 Use, Maintenance, Repair and Alterations. The RCRRA shall (i) keep the Real Property and Facility in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefore, and (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or Facility, or any part thereof, or requiring any alterations or improvements thereto.

The RCRRA shall not, without the written consent of the Council and the Commissioner, (a) permit or suffer the use of any of the Real Property or Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or Facility by increasing the value thereof or improving its ability to be used to operate the Governmental Program thereon or therein, (c) abandon the Real Property or Facility, (d) commit or permit any waste or deterioration of the Real Property or Facility, (e) remove any fixtures or personal property from the Real Property or Facility that was paid for with the proceeds of the Grant, except such portions thereof that may be disposed of in the ordinary course because of normal wear and tear, obsolescence, or depreciation, or (f) commit, suffer or permit any act to be done in or upon the Real Property or Facility, in violation of any law, ordinance or regulation.

Section 7.04 Record Keeping and Reporting. The RCRRA shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated

with the Project and operation of the Real Property and Facility needed to comply with the requirements contained in this Agreement and the Code as applicable to the G.O. Bonds, and upon request shall allow or cause the entity which is maintaining such items to allow the Council, auditors for the Council, the Legislative Auditor for the State, or the State Auditor, to inspect, audit, copy, or abstract, all of such items. The RCRRA shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by Council. Upon reasonable request by the Council and without interfering with the normal use of the Real Property and Facility, the RCRRA shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and Facility to allow the Council to inspect the Real Property and Facility to ensure use in accordance with the Governmental Program.

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

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

Section 7.08 Worker's Compensation. The RCRRA agrees to comply with all of the provisions relating to worker's compensation contained in Minnesota Statutes, Section 176.181, subdivision 2, and Section 176.182 that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and Facility.

Section 7.09 **Review of Plans and Cost Estimates.** The RCRRA agrees to comply with all applicable provisions and requirements, if any, contained in Minnesota Statutes, Section 16B.335, that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, for the Project, and in accordance therewith the RCRRA and the Council agree to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The RCRRA shall provide all information that the Council may request in order for the Council to determine that the Project will comply with the provisions and requirements contained in Minnesota Statutes, Section 16B.335, that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

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

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

D. The RCRRA must notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee of any significant changes to the program plan and cost estimates referred to in Section 7.09.C.

E. The program plan and cost estimates referred to in Section 7.09.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minnesota Statutes, Sections 216C.19 to 216C.20, that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, and all rules adopted there under.

F. If any of the Grant is to be used for the construction or remodeling of the Facility, then both the pre-design package referred to in Section 7.09.B and the program plan and cost estimates referred to in Section 7.09.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing

building, or the acquisition of an interest in land, then prior to beginning work on the Project the RCRRA shall just notify the Chairs of the Minnesota State Senate Finance Committee, the Minnesota House of Representatives Capital Investment Committee and the Minnesota House of Representatives Ways and Means Committee that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.09.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.09.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.09.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, rails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State has entered into an assistance agreement under Minnesota Statutes, Section 457A.04, that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, ice arenas, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.10 **Prevailing Wages.** The RCRRA agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minnesota Statutes, Section 177.41 through 177.435, that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time with respect to the Project and the operation of the Governmental Program on or in the Real Property and Facility. By agreeing to this provision, the RCRRA is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the Governmental Program on or in the Real Property and Facility.

Section 7.11 **Liability.** The RCRRA and the Council agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Council and the Commissioner is governed by the provisions contained in Minnesota Statutes, Section 3.736, that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time. If the RCRRA is a "municipality" as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the RCRRA, including but not limited to the indemnification provided under Section 7.12, is governed by the provisions contained in such Chapter 466.

Section 7.12 Indemnification by the RCRRA. The RCRRA shall bear all loss, expense (including attorneys' fees), and damage in connection with the Project and operation of the Real Property and Facility, and agrees to indemnify and hold harmless the Council, the Commissioner, and the State, their agents, servants and employees from all claims, demands and judgments made or recovered against the Council, the Commissioner, and the State, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the Council, the Commissioner, or the State, or others (including loss of use) from any cause whatsoever; arising out of, incidental to, or in connection with the Project or operation of the Real Property and Facility, whether or not due to any act of omission or commission, including negligence of the RCRRA or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the Council, the Commissioner, or the State, their employees, servants or agents.

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

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

Section 7.13 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the RCRRA, the Council, or the Commissioner, nor shall the RCRRA be considered or deemed to be an agent, representative, or employee of either the Council, the Commissioner, or the State in the performance of this Agreement, the Project, or operation of the Real Property and Facility.

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

Section 7.14 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the RCRRA at:

Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 Fourth Street East
St. Paul, MN 55102
Attention: Director

To the Council at:

Metropolitan Council/ Metro Transit
560 North 6th Ave.
Minneapolis, MN 55411
Attention: Engineering & Facilities Department

With a copy to the Commissioner at:

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

Section 7.15 **Binding Effect and Assignment or Modification.** This Agreement shall be binding upon and inure to the benefit of the RCRRA and the Council, and their respective successors and assigns. Provided, however, that neither the RCRRA nor the Council may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the RCRRA or the Council unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.16 **Waiver.** Neither the failure by the RCRRA, the Council, or the Commissioner, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the RCRRA, the Council, or the Commissioner, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of any of the RCRRA, the Council, or the Commissioner, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.17 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the RCRRA and the Council, and there are no other agreements, either oral or written, between the RCRRA and the Council on the subject matter hereof.

Section 7.18 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State District Court located in the City of St. Paul, County of Ramsey, Minnesota.

Section 7.19 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.20 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.21 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.22 **Matching Funds.** The RCRRA must obtain and supply the following matching funds, if any, for the Project:

NONE

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

Section 7.23 **Source and Use of Funds.** The RCRRA represents to the Council and the Commissioner that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in **Attachment III** correctly and accurately sets forth the following information:

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

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

- (i) State funds including the Grant, identifying the source and amount of such funds.
- (ii) Matching funds, if any, identifying the source and amount of such funds.
- (iii) Other funds supplied by the RCRRA, identifying the source and amount of such funds.

- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

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

Previously paid project expenses may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner.

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

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

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

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

Section 7.24 **Project Completion Schedule.** The RCRRA represents to the Council and the Commissioner that **Attachment III** to this Agreement correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.25 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the Council and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 **RCRRA Tasks.** Any tasks that this Agreement imposes upon the RCRRA may be performed by such other entity as the RCRRA may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the RCRRA.

Section 7.27 **Council and Commissioner Required Acts and Approvals.** The Council and the Commissioner shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 **E-Verification.** The RCRRA agrees and acknowledges that it is aware of Governor's Executive Order 08-01 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order and impose a similar requirement in any Use Contract to which it is a party.

Section 7.29 **Additional Requirements.** The RCRRA and the Council agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word "NONE".)

NONE

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

IN TESTIMONY HEREOF, the RCRRA and the Council have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the Union Depot Multimodal Transit Facility Project on the day and date indicated immediately below their respective signatures.

**RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY:**

By: _____
Rafael E. Ortega

Its: Chair

Dated: _____, 2014

METROPOLITAN COUNCIL:

By: _____
Patrick Born

Its: Regional Administrator

Dated: _____, 2014

Attachment I to Grant Agreement

LEGAL DESCRIPTION OF REAL PROPERTY

State of Minnesota
General Obligation Bond Financed
DECLARATION

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

(Check the appropriate box.)

☒

a fee simple title,

☐

a lease, or

☐

an easement,

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

A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and

B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that General Obligation Bond Proceeds Grant Agreement Construction Grant for the Union Depot Multi-Modal Transit Hub State Project No. 091-595-028 Project between the Minnesota Department of Transportation and Ramsey County Regional Rail Authority, dated _____, 2011 (the "G.O. Grant Agreement").

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

RAMSEY COUNTY REGIONAL RAIL
AUTHORITY, a regional rail authority

By: Jim McDonough
Jim McDonough
Its: Chair

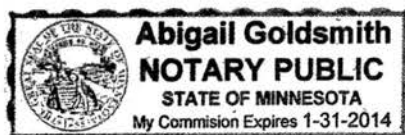
Dated: 11/2/11

STATE OF MINNESOTA)
COUNTY OF Ramsey) ss

The foregoing instrument was acknowledged before me this 2nd day of November, 2011, by
Jim McDonough, Chair of the Ramsey County Regional Rail Authority.



Abigail Goldsmith
Notary Public



Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY

Chicago Title Insurance Company

OWNER'S POLICY

SCHEDULE A

EXHIBIT A

Parcel A:

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

Line "A":

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

Line "B":

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

Parcel B:

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

Parcel C:

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

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

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

Schedule A consists of 6 page(s)

Chicago Title Insurance Company

OWNER'S POLICY

SCHEDULE A

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

Parcel D:

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

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

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

Schedule A consists of 6 page(s)

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Chicago Title Insurance Company

OWNER'S POLICY

SCHEDULE A

Together with

Parcel E:

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

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

Together with

Parcel F:

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

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

Together with

Parcel G:

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

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

Schedule A consists of 6 page(s)

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Chicago Title Insurance Company

OWNER'S POLICY

SCHEDULE A

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

And also together with

Parcel H:

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

Parcel I:

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

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

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

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

Schedule A consists of 6 page(s)

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Chicago Title Insurance Company

OWNER'S POLICY

SCHEDULE A

Together with

Parcel J:

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

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

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

Schedule A consists of 6 page(s)

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5-22-28

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EXHIBIT A

(Legal Description)

Parcel 2:

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

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

Abstract Property.

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

EXHIBIT A

Legal Description of Property

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

CONSECO ROADWAY EASEMENT RESERVATION FOR THE DEPARTMENT OF PUBLIC
WORKS

All that part of Blocks 72, 73, 75, 76, 77, 78, 79, 80, 84 and 85, Kittson's Addition, The levee, Kellogg Boulevard, First Street (formerly Conway Street), Water Street, Kittson Street, Neill Street, Willius Street, Locust Street, John Street, Olive Street and Pine Street as opened, not opened or vacated, all in the Southwest Quarter of Section 32, Township 29, Range 22, and the Northwest Quarter of Section 5, Township 28, Range 22, Ramsey County, Minnesota described as follows:

Beginning at a point on the northeasterly line of vacated Broadway Street and its extension southeasterly which bears South 34 degrees 28 minutes 05 seconds East on an assumed bearing a distance of 454.85 feet from the intersection of said northeasterly line of vacated Broadway Street and the southeasterly line of Kellogg Boulevard, said point being on a line approximately 25 feet northwesterly or westerly of the most northwesterly rail of the trackage to the southeast, and said line is hereinafter known as Line B; thence North 55 degrees 17 minutes 42 seconds East along said Line B a distance of 338.58 feet; thence northeasterly along said Line B along a curve concave to the southeast having a radius of 5824.29 feet and a central angle of 1 degree 56 minutes 11 seconds a distance of 196.83 feet; thence North 57 degrees 13 minutes 53 seconds East along said Line B a distance of 103.76 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 6066.68 feet and a central angle of 1 degree 55 minutes 16 seconds a distance of 203.41 feet; thence North 55 degrees 18 minutes 37 seconds East along said Line B a distance of 606.41 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 586.31 feet and a central angle of 71 degrees 08 minutes 30 seconds a distance of 727.99 feet; thence North 11 degrees 26 minutes 12 seconds West along said Line B a distance of 112.08 feet to its intersection with the centerline of Kellogg Boulevard; thence South 55 degrees 40 minutes 57 seconds West along said centerline of Kellogg Boulevard a distance of 44.14 feet to the point of beginning of Line A, the southeasterly line of that property described in Document Numbers 2263023 and 2313361; thence southerly along said Line A along a non-tangential curve concave to the West having a radius of 622.44 feet and a central angle of 31 degrees 02 minutes 10 seconds, chord bearing South 2 degrees 14 minutes 37 seconds West, chord of 333.06 feet, a distance of 337.17 feet to a point of compound curve; thence southwesterly along said Line A along a curve concave to the northwest having a radius of 398.86 feet and a central angle of 37 degrees 33 minutes 02 seconds a distance of 261.40 feet; thence South 55 degrees 18 minutes 45 seconds West along said Line A a distance of 348.92 feet; thence southwesterly along said Line A along a tangential curve concave to the northwest having a radius of 946.37 feet and a central angle of 7 degrees 09 minutes 11 seconds a distance of 118.15 feet; thence South 62 degrees 27 minutes 51 seconds West along said Line A a distance of 379.75 feet; thence South 69 degrees 37 minutes 02 seconds West along said Line A a distance of 480.15 feet; thence South 76 degrees 46 minutes 12 seconds West along said Line A a distance of 284.84 feet to the point of termination of said Line A on the northeasterly line of vacated Broadway Street, said point bearing South 34 degrees 28 minutes 05 seconds East a distance of 57.74 feet from the intersection of the southeasterly line of Kellogg Boulevard and the northeasterly line of vacated Broadway Street; thence South 34 degrees 28 minutes 05 seconds East along said northeasterly line of vacated Broadway Street and its extension southeasterly a distance of 397.11 feet to the point of beginning.

Attachment II

Together with the appurtenant easements contained in that certain Easement dated September 17, 1984, filed November 26, 1991, as Document No. 2625628 and together with the appurtenant easements contained in that certain Easement dated April 8, 1977, filed April 15, 1977, as Document No. 1962511 and together with the appurtenant easement contained in that certain Quit Claim Deed dated April 14, 1977, filed April 15, 1977, as Document No. 1962508,

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

Source of Funds		Use of Funds	
Identify Source of Funds	Amount	Identify Items	Amount
State G.O. Funds			
Grant	\$ 500,000	Items Paid for with Grant Funds	
Other State Funds			
State GO Bonds		Earthwork/Piles	\$ 500,000
Mn/DOT Agrmt 98245	\$9,767,500		
	\$	Subtotal	\$ <u>500,000</u>
Subtotal	\$		
Matching Funds		Items Paid for with Non- Grant Funds	
	\$	Demolition	\$ 703,775
	\$	Earthwork/Piles	\$ 4,209,251
Subtotal	\$	Abatement	\$ 345,838
Other RCRRRA Funds		Conc Rest & Pile Caps	\$ 5,825,891
RCRRRA Tax Levy	\$13,226,134	Selective Demolition	\$ 633,505
	\$	Site Services	\$ 1,507,874
Subtotal		Subtotal	<u>\$13,226,134</u>
Loans			
	\$	Items Paid for with Prior State GO Bond Funds	
	\$	Demolition	\$ 1,336,574
Subtotal	\$	Earthwork/Piles	\$ 4,458,880
Other Funds		Abatement	\$ 2,161,032
	\$	Conc Rest & Pile Caps	\$ 762,653
	\$	Selective Demolition	\$ 874,696
Subtotal	\$	Site Services	\$ 173,665
Prepaid Project Expenses		Subtotal	<u>\$ 9,767,500</u>
	\$		
	\$		
Subtotal	\$		
TOTAL FUNDS	\$23,493,634	TOTAL PROJECT COSTS	\$23,493,634

45

Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE

Abatement and Environmental Cleanup completion date - July 22, 2011

Selective Demolition completion date - August 15, 2011

Piles completion date - November 3, 2011

Pile caps completion date - November 10, 2011

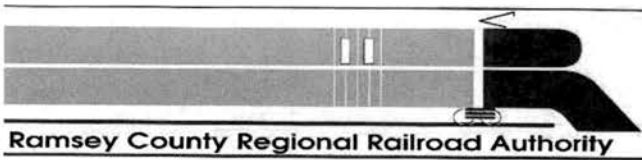
Concrete Restoration completion date - November 29, 2011

Demolition - Site, Train deck completion date - February 1, 2012

Earthwork completion date - September 30, 2012

Site Services completion date - Layout Temporary Protection - December 30, 2012

Expected project completion date - December 31, 2015



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 07/22/2014

SUBJECT: Presentation of the 2015 Supplemental Budget

EXECUTIVE SUMMARY:

The County Manager will present the 2015 Ramsey County Regional Railroad Authority Supplemental Budget at this meeting.

ACTION REQUESTED:

None. For information only.

SUBJECT: Presentation of the 2015 Supplemental Budget

ATTACHMENTS:

None

PREVIOUS ACTION:

COUNTY MANAGER'S COMMENTS:

The 2015 Ramsey County Regional Railroad Authority Supplemental Budget will be distributed after the July 22, 2014 Ramsey County Regional Railroad Authority meeting.

SUBJECT: Presentation of the 2015 Supplemental Budget

Regional Railroad Authority – Authorized Signature

Date



7/16/14

Finance – Authorized Signature

Date



7/14/14

County Attorney – Authorized Signature

Date



7-15-14

Property Management – Authorized Signature

Date

Information Services – Authorized Signature

Date

Other – Authorized Signature

Date



Ramsey County Regional Railroad Authority 2015 Supplemental Budget

Presented to the County Board for
Consideration July 22, 2014

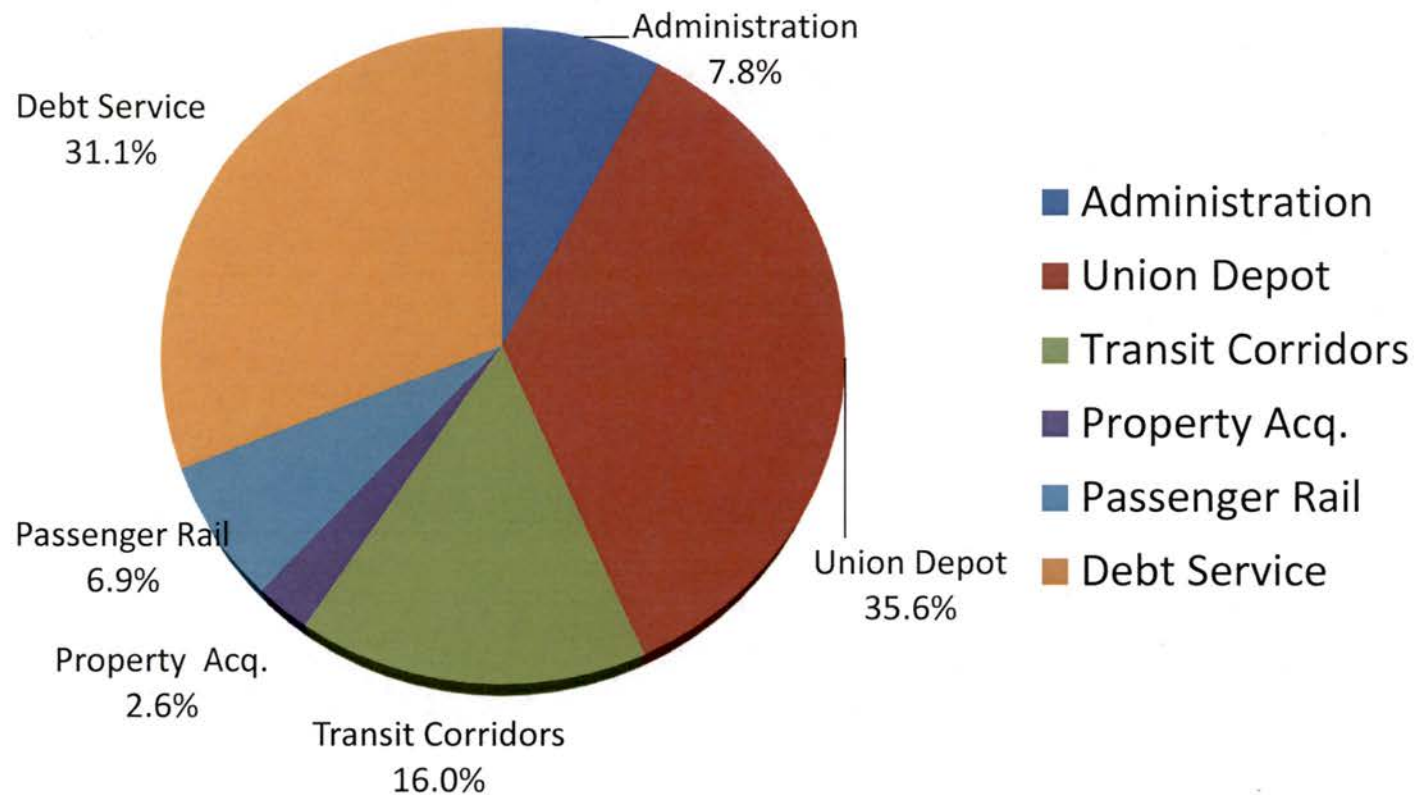
Overview 2015 Supplemental Budget

- 2015 Recommended Budget is \$22.4 million
- \$7.4 million budget decrease, or 7.5% under the 2014 budget
- 2015 property tax levy is \$19.2 million
- Property tax levy is at the statutorily authorized amount
- Net property tax reduction over the biennium is \$749,104 or 3.7%

Overview 2015 Supplemental Budget

- The Regional Railroad Authority Board approved the 2015 Budget December 2013 as part of the 2014-2015 Biennial Budget
- Approved budget consistent with financing goals adopted in 2005:
 - Adopt long-term capital plan for funding RCRRA share of transit projects
 - Keep the RCRRA property tax levy stable
 - Keep borrowing costs to a minimum
 - Stay within County debt benchmark goals
 - Provide flexibility to take advantage of state and federal funding
 - Stimulate economic growth in entire East Metro region
 - Receive broad community support for financing strategy
- Budget decrease primarily due to final Green Line payment in 2014
- No 2015 Budget addenda are recommended

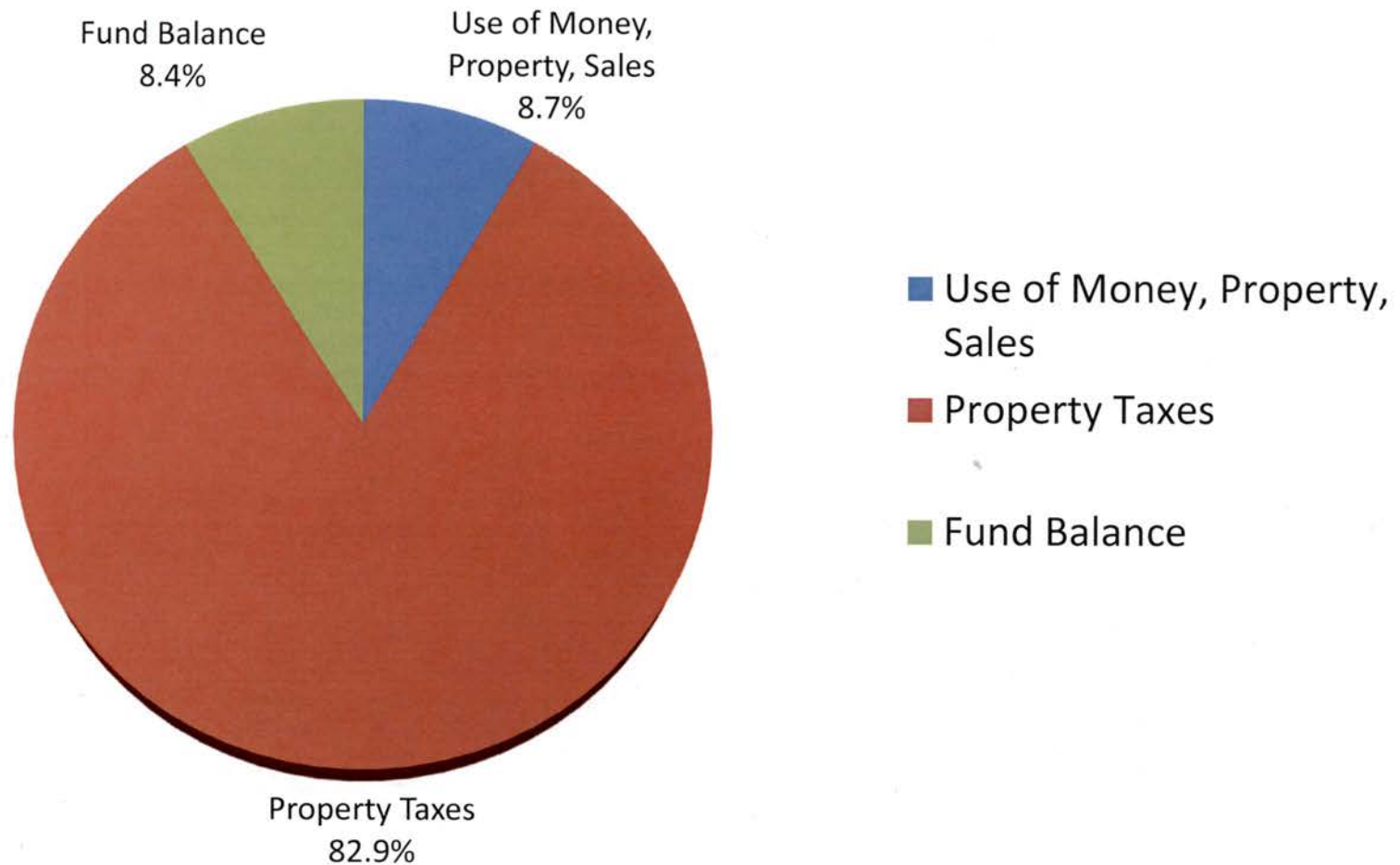
Where the Regional Railroad Authority Dollar Goes
Total 2015 Spending = \$22,450,735



Where the Regional Railroad Authority Dollar Goes

	2013	2014	2015	% of
	Approved	Approved	Recommended Supplemental	Total
Administration	\$ 1,516,965	\$ 1,609,516	\$ 1,752,455	7.8%
Central Corridor (Green Line)	11,267,000	13,714,117	-	0.0%
Union Depot	5,279,240	8,081,071	7,982,888	35.6%
Transit Corridors	1,393,400	704,650	3,600,800	16.0%
Property Acquisition & Maintenance	577,485	578,737	580,492	2.6%
Passenger Rail	298,200	1,555,150	1,554,100	6.9%
Debt Service	168,000	3,625,000	6,980,000	31.1%
Total	\$ 20,500,290	\$ 29,868,241	\$ 22,450,735	100.0%

Where the Regional Railroad Authority Dollar Comes From
Total 2015 Revenue = \$22,450,735



Where the Regional Railroad Authority Dollar Comes From

	2,013	2,014	2,015	% Of
	Approved	Approved	Recommended Supplemental	Total
Use of Money, Property & Sales	\$ 1,062,457	\$ 1,427,584	\$ 1,882,638	8.4%
Property Taxes	19,461,992	18,573,095	18,608,144	82.9%
Fund Balance	(24,159)	9,867,562	1,959,953	8.7%
Total	\$ 20,500,290	\$ 29,868,241	\$ 22,450,735	100.0%

Overview of 2015 RRA Supplemental Budget

- The 2015 RCRRA budget is consistent with the long-term funding strategy adopted by the RCRRA in 2005 to advance its capital projects
- The 2015 RCRRA budget decreased by \$7.4 million, primarily due to Green Line obligations ending in 2014
- There is a slight RCRRA levy increase in 2015. The funding strategy continues to levy the maximum allowed and will be used for loan payments, Union Depot operations, and advancement of corridor projects. The maximum allowed levy dropped in 2014 due to falling property values, but increased slightly from 2014 to 2015
- There is no budget addendum.

Regional Railroad Authority Performance Management Review

- Second year within two-year budget cycle
- Opportunity to review performance measures and progress toward key strategic goals
- Focus of departmental budget hearings on performance measures enables the Board to:
 - ✓ Assess service delivery and performance trends from 2011-2015
 - ✓ Discuss future service delivery and performance forecasts
 - ✓ Establish a baseline of information that will drive strategic planning for the 2016-2017 Biennial Budget cycle

**Cultivate economic prosperity and
combat concentrated areas of financial poverty**

- Integration and alignment of Regional Railroad Authority structure and processes with county programs and services
- Union Depot is regional economic, transportation and cultural anchor in broader community
- Build out of comprehensive multi-modal transportation system will strengthen the entire Region

More Information

Ramsey County Prosperity Website

A compilation of presentations, data, newspaper editorials and other pieces of important information regarding Ramsey County's prosperity goal

www.RCprosperity.org

The Ramsey County Strategic Planning Guide

Available by request from the County Manager's Office. Please contact:

Debbie.erickson@co.ramsey.mn.us
651-266-8000



The Ramsey County Strategic Planning Guide

December 2013

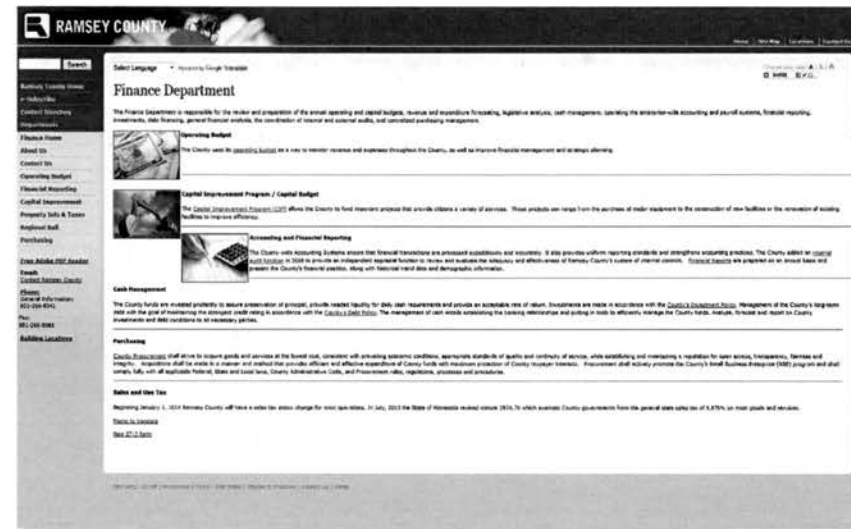
In compliance with Chapter 6 of the Ramsey County Home Rule Charter

More Information

Ramsey County Budget Website

All official county documentation and information associated with the County's 2014-2015 biennial budget

www.co.ramsey.mn.us/ba/index.htm



Chief Clerk to the County Board

Bonnie Jackelen

Bonnie.Jackelen@co.ramsey.mn.us

651-266-8014

Office of Finance

Lee Mehrkens, Director

Lee.Mehrkens@co.ramsey.mn.us

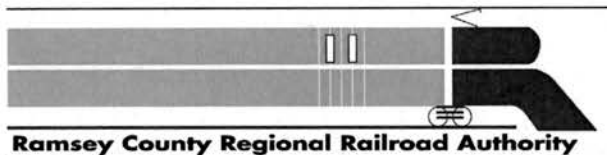
651-266-8040

Regional Railroad Authority

Tim Mayasich, Director

Tim.Mayasich@co.ramsey.mn.us

651-266-2762



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

REGIONAL RAILROAD AUTHORITY

August 12, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the August 12, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the July 22, 2014 Regional Railroad Authority Meeting is presented for approval.

POLICY AGENDA

1. 2015 Ramsey County Regional Railroad Authority Supplemental Budget

Board Action Requested:

Discussion will occur on Ramsey County Regional Railroad Authority critical success indicators, performance measures, and addenda.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

July 22, 2014

The Ramsey County Regional Railroad Authority met with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, Ortega – 7. Absent: 0. Also present were Julie Kleinschmidt, County Manager and Paul Zisla, Assistant County Attorney, Ramsey County Attorney's Office.

Chair Ortega called the meeting to order at 10:35 A.M.

AGENDA

Commissioner Huffman moved approval of the Agenda of the July 22, 2014 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Huffman, McDonough, McGuire, Reinhardt, Rettman, Carter, Ortega – 7. Nays – 0.

MINUTES

Commissioner McDonough moved approval of the Minutes of the June 3, 2014 Regional Railroad Authority Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Huffman, McDonough, McGuire, Reinhardt, Rettman, Carter, Ortega – 7. Nays – 0.

1. Lease Amendment with Christos Two, LLC.

Commissioner Huffman moved approval of the following resolution, seconded by Commissioner McDonough. Roll Call: Ayes – Huffman, McDonough, McGuire, Reinhardt, Rettman, Carter, Ortega – 7. Nays – 0. (R14-18)

WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union Depot Multi-Modal Transportation and Transit Hub to serve all transportation modes as well as events, retail and office tenants; and

WHEREAS, Christos Two, LLC, operates a restaurant that leases space at Union Depot; and

WHEREAS, A lease amendment has been negotiated between Ramsey County Regional Railroad Authority and Christos Two, LLC, for the use of the leased space and portions of the public space in the Head House at Union Depot; and

WHEREAS, The lease amendment incorporates the terms of the Memorandum of Understanding between RCRRA and Christos Two, LLC; Now Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a lease amendment between Christos Two, LLC, and the Ramsey County Regional Railroad Authority; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the lease amendment in a form to be approved by the County Attorney's Office.

2. Contract with the St. Paul Foundation for public art at Union Depot

Commissioner McDonough moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – Huffman, McDonough, McGuire, Reinhardt, Rettman, Carter, Ortega – 7. Nays – 0. (R14-19)

WHEREAS, The Ramsey County Regional Railroad Authority recognizes the importance of public art to the overall success and viability of the Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot"); and

WHEREAS, Public art provides a unique opportunity to recognize and celebrate the rich multicultural histories of Union Depot, the Lowertown neighborhood, St. Paul and the State of Minnesota; and

WHEREAS, Public art at Union Depot will: support Union Depot as a destination community space, educate the public about the important history and culture of the people who were part of Union Depot over the span of its existence, and serve to enhance the enjoyment of those passing through the public spaces; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a contract with The St. Paul Foundation for installation and transfer of artwork; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the contract in a form to be approved by the County Attorney's Office.

3. Agreement with the Metropolitan Council for \$500,000 in State bond funds for the Union Depot

Commissioner Carter moved approval of the following resolution, seconded by Commissioner McGuire. Roll Call: Ayes – Huffman, McDonough, McGuire, Reinhardt, Rettman, Carter, Ortega – 7. Nays – 0. (R14-20)

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

WHEREAS, The Metropolitan Council awarded a \$500,000 grant to the Ramsey County Regional Railroad Authority for the project; and

WHEREAS, A Grant Agreement has been negotiated with the Metropolitan Council to provide the funding; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes acceptance of a grant in state bond funds from the Metropolitan Council for the Union Depot Project, in the amount of \$500,000; and be it further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the grant agreement; And Be It Further

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

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

4. Presentation of the 2015 Supplemental Budget

Julie Kleinschmidt, Ramsey County Manager, presented the Ramsey County Regional Railroad Authority 2015 Supplemental Budget to the commissioners.

[The 2015 Supplemental Budget presentation (pdf) is on file with the office of the Ramsey County Regional Railroad Authority, and is viewable online at <http://www.co.ramsey.mn.us/cb/meetings/>]

CORRIDOR UPDATES

- High Speed Rail

Commissioner Rettman reported that the Minnesota High Speed Rail Commission met on Thursday, July 10. Key discussion items included the upcoming open house meetings on the ZIP Rail project between Rochester and the Twin Cities. Several alternatives would come to Union Depot. The draft final report studying the feasibility of a 2nd Amtrak train between Chicago and Union Depot is due to be released later this month.

- Counties Transit Improvement Board - CTIB

Commissioner McDonough reported that the Southwest Corridor was approved for advancement by the Metropolitan Council and Hennepin County. While CTIB initially established June 30 as the deadline for determining project advancement, a vote had been taken to extend the deadline for Minneapolis and Hennepin County to do their public hearing and municipal consent, due to an information glitch. He also discussed CTIB's Program of Projects which identifies the next phase of lines, as well as their advancement and funding plan. The Program of Projects also addresses enhancing some of the investments we already made to make them even better. Gateway, Robert Street, and Riverview corridors are included in the first phase of the program's corridor advancement. Rush Line and Red Rock are included in the second phase. The phases don't determine priority or importance but rather where the corridors are in the advancement process. Our priority has always been to fund and advance all of our corridors.

Chair Ortega added that there is flexibility with this to assure we are balancing the allocation of funds throughout the east metro and region. The idea isn't necessarily to advance corridors one at a time; the goal is to bring new lines into the system collaboratively.

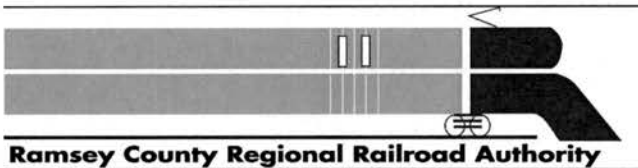
Commissioner Reinhardt wanted to clarify that Rush Line is further advanced in the process than Riverview, as Rush Line is currently in the pre-project development phase, and is not that far behind Gateway. She also said that although Rush Line and Red Rock began around the same time, we should stop lumping those two corridors together because they also are not at the same phase of the process.

- Central Corridor

Commissioner Carter reported that the Central Corridor Management Committee celebrated its last meeting on July 16 with the opening of the Central Corridor/Green Line on June 14.

ADJOURNMENT

There being no further business, Chair Ortega declared the meeting adjourned at 11:05 A.M.



Union Depot, Suite 200, 214 4th Street E
St. Paul, Minnesota 55101 (651) 266-2760 / FAX (651) 266-2761

Memorandum

TO: Ramsey County Regional Railroad Authority Commissioners
Julie Kleinschmidt, County Manager
Lee Mehrkens, Director of Finance Department
Kathy Kapoun, Deputy Director of Finance Department

FROM: Timothy A. Mayasich, Director *TM*

SUBJECT: 2015 Supplemental Budget forms and addenda

DATE: August 7, 2014

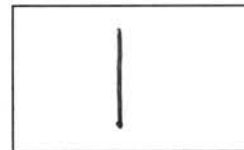
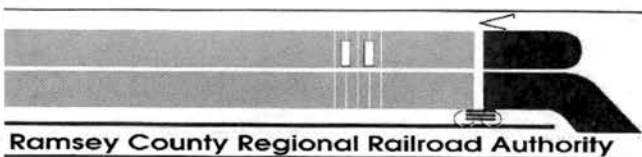
Attached, please find copies of the 2015 Ramsey County Regional Railroad Authority (RCRRA) Proposed Supplemental Budget forms and addenda.

We have received new information from Ramsey County Property Records and Revenue that the original estimated 2015 maximum allowable tax levy was too high and requires an addendum to reduce it by \$46,353. The RCRRA will be requested to approve the addenda at its budget hearing scheduled for August 12, 2014.

Final Approval of the 2015 RCRRA Supplemental Budget, Levy, and Addenda will take place on December 16, 2014.

If you have any questions regarding the attached proposed 2015 Supplemental Budget forms and addenda, please feel free to contact me at 266-2762.

cc: Sue Kuss, Finance Department
Kris Longhenry, RCRRA



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **08/12/2014**

Regional Railroad Authority Meeting Date: _____

SUBJECT: 2015 Ramsey County Regional Railroad Authority Supplemental Budget

EXECUTIVE SUMMARY

On December 17, 2013 the Ramsey County Regional Railroad Authority (RCRRA) adopted the two-year 2014-2015 RCRRA budgets. The 2015 approved budget is \$22,450,735. There is one addenda to this budget - the maximum allowable tax levy is reduced by \$46,353.

The two-year budget approval process requires presentation of RCRRA critical success indicators, performance measures, and addenda.

ACTION REQUESTED

Discussion will occur on Ramsey County Regional Railroad Authority critical success indicators, performance measures, and addenda.

1

SUBJECT: 2015 Ramsey County Regional Railroad Authority Supplemental Budget

ATTACHMENTS:

1. Department Summary of Department Mission, Department Vision and Direction, Programs/Services, and Critical Success Indicators
2. Opportunities and Challenges
3. Critical Success Indicators and Performance Measures
4. Changes to 2015 Approved Budget
5. Budget Addenda

PREVIOUS ACTION:

None.

COUNTY MANAGER'S COMMENTS:

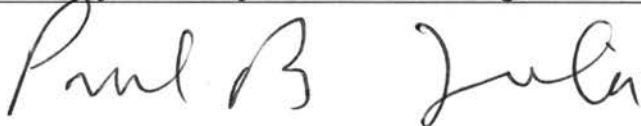
The two-year budget approval process requires presentation of Ramsey County Regional Railroad Authority critical success indicators, performance measures, and addenda.

2

SUBJECT: 2015 Ramsey County Regional Railroad Authority Supplemental Budget

Regional Railroad Authority – Authorized Signature	Date
	8/5/14

Finance – Authorized Signature	Date
	8/4/14

County Attorney – Authorized Signature	Date
	8/4/14

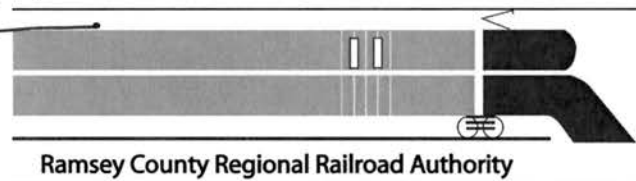
Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Department Summary

Attachment #1



DEPARTMENT MISSION

REGIONAL RAILROAD AUTHORITY

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

DEPARTMENT VISION AND DIRECTION

The RCRRA will develop the Union Depot into a multi-modal transit and transportation hub as a sustainable facility that offers a vast array of modal choices as well as a vibrant meeting place for the public that will include commercial activity, programmed events, and a showcase for artists and other vendors. The RCRRA will also continue to pursue advancement of its various corridor studies currently underway in order to continue expanding transit options for residents of Ramsey County. Realization of these corridors will bring the Union Depot vision to fruition by bringing in more people to utilize the facility. Each corridor connection with the Union Depot will add jobs related to transit, transportation, and economic development along the corridor and in the region.

PROGRAMS / SERVICES

Ramsey County Regional Railroad Authority is comprised of the seven elected Ramsey County Commissioners.

The Ramsey County Regional Railroad Authority recognizes the importance of transit to the mobility of people in the county and its importance in maintaining a strong economy in the county. For those reasons, the Railroad Authority plans, advocates, designs, communicates, educates, coordinates, implements, operates, preserves and funds transit options in Ramsey County.

The Ramsey County Regional Railroad Authority performs its activities to address the needs for mobility, improved transportation affordability, mitigation of traffic congestion, enhanced environmental quality and recognizes the economic health of the county depends on accessibility to jobs, services and recreation.

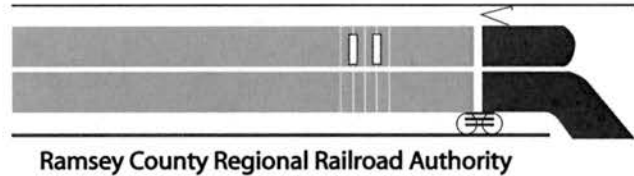
CRITICAL SUCCESS INDICATORS

A variety of safe and effective transportation options are accessible and safe for users of all abilities and incomes.

Transit and transportation investments complement current infrastructure and complete a fully integrated multi-modal system that supports economic growth and minimizes resource impacts and pollution.

A comprehensive economic growth strategy is developed that governs the use of county land, facilities and services to enhance economic development, expand the tax base and prioritize living-wage job growth.

Department Summary



OPPORTUNITIES & CHALLENGES

REGIONAL RAILROAD AUTHORITY

Opportunities that may impact department performance in the current biennium or in the 2016 – 2017 Budget

The Union Depot will accommodate Amtrak, regional, inter-city, and para-transit buses, taxis, automobiles, bicycles, pedestrians, and the Central Corridor light rail line operations at the Union Depot. Leased tenant spaces will bring customers, visitors, travelers, and revenue to the Union Depot. The multimodal network coming thru the Union Depot will ease congestion, provide alternative modes of transportation, and improve economic competitiveness and vitality of St. Paul, Ramsey County, and the region.

Engaging freight companies early on in rail studies has been positive in establishing strong working relationships. These communications are important because the department will need to collaborate with the freight companies on sharing rail lines with future commuter and passenger rail lines. The department is the lead agency for a Freight Rail Capacity Study for freight movements affecting the Union Depot. Early collaboration with the freight railroads has provided strong working relationships and garnered an environment of trust between the public and private sector. One example is the recent financial partnership between RCRRA, Burlington Northern Santa Fe Railway Company, Canadian Pacific and Union Pacific Railroad submitting a TIGER planning grant application for improving freight rail capacity between Division Street Wye and Westminster Junction east of Union Depot. The financial commitment included equal shares amongst the four project partners resulting in \$500,000 in local funds to match the applied for TIGER funds.

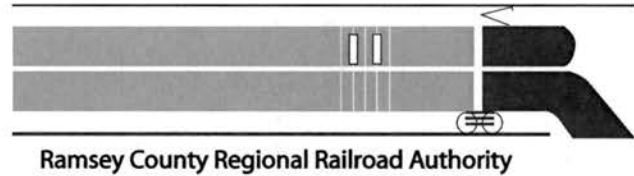
The completion of the Gateway Corridor Alternatives Analysis in 2012 and the initiation of the Gateway Corridor Draft Environmental Impact Statement (DEIS) in 2013 will lead to the selection of a Locally Preferred Alternative (LPA) upon completion of the DEIS in 2014. The LPA will provide the RCRRA the opportunity to work with various stakeholders along the selected alignment through Ramsey County so that impacts to area residents and businesses are minimized while also providing an opportunity to identify locations that can support economic development.

Growing federal and philanthropic interest in regional and local efforts to support development that aligns with community goals and recognizes the interrelationship between transportation, housing, employment, economic development, environment, health, and amenities that enhance the quality of life can provide the opportunity to build on work already undertaken by the RCRRA to form regional partnerships. Ramsey County has been participating in a multi-jurisdictional planning process known as the Partnership for Regional Opportunity a one-year successor to the Corridors of Opportunity initiative – aims to embed new practices and partnerships throughout the region, while enhancing the region's competitiveness by: improving the economic prospects of low-income people and low-wealth communities; promoting high quality development near existing assets (e.g. employment centers, transit ways; and commercial and industrial corridors, and advancing a 21st century transportation system.

Amtrak is leading a study partnering with the Minnesota Department of Transportation and the Wisconsin Department of Transportation to add a second passenger train from Chicago to the Twin Cities. This is one example of facilitating improved intercity passenger rail service. The Union Depot is a major station stop along this corridor.

To ensure the East Metro remains competitive in the region, the RCRRA must continue to promote transportation and transit infrastructure investments that provide an equitable balance of infrastructure investment in the region. This can be achieved by advocating, coordinating, funding, planning, and implementing transit and transportation options. One such effort is RCRRA's involvement in East Metro Strong; a public-private partnership focused on building out the regional transit system in ways that promote economic development, East Metro Strong will work with communities in Dakota, Ramsey and Washington Counties to surround proposed transit lines with employment opportunities, affordable housing and other amenities.

Department Summary



OPPORTUNITIES & CHALLENGES

REGIONAL RAILROAD AUTHORITY

Challenges that may impact department performance in the current biennium or in the 2016 – 2017 Budget

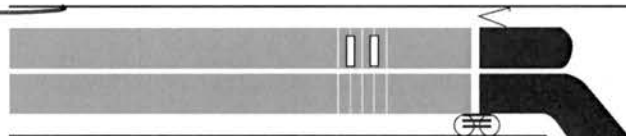
RCRRA will work with its delegation members locally and in Washington D.C. to find long-term stable funding sources to pay for capital and operating costs associated with future high speed rail lines. At this time, a large local share is required for both capital and operating costs.

Nationally, finding a long-term funding source for transit/transportation operations and infrastructure costs is needed. With more transit riders and more fuel efficient vehicles being driven, the designated gas tax allocation is providing less revenue for transit/transportation needs.

RCRRA may have to provide a subsidy for operating costs associated to the Union Depot. Agreements with modal partners and future retail/commercial entities have not been established. Jones Lang LaSalle (JLL) will manage the Union Depot. RCRRA will work closely with its operator and lease agent to maximize development of this one of a kind facility, which houses residents, commercial, multimodal, and program space. RCRRA is working aggressively to reduce the operating subsidy. One example is working with JLL to continually monitor local market rates of parking, rent, and event fees to remain competitive.

The Gateway, Riverview, Rush Line, Robert Street, Minnesota High Speed Rail, and Red Rock Corridor Commissions and other RCRRA corridor collaborations continue to have funding, staffing, advocacy, legislative policy and finance challenges. Additional corridors bring more people to the Union Depot which elevates the importance of Union Depot as a regional transit/transportation hub.

Department Summary



Ramsey County Regional Railroad Authority

CRITICAL SUCCESS INDICATOR & PERFORMANCE MEASURES

A VARIETY OF TRANSIT AND TRANSPORTATION OPTIONS ARE ACCESSIBLE AND SAFE FOR USERS OF ALL ABILITIES AND INCOMES

PERFORMANCE MEASURES – HIGHLIGHTS

The Regional Railroad Authority owns and operates a multi-modal transit hub at the historic Union Depot. Union Depot opened in December 2012.

The Union Depot accommodates various modes of transit and transportation including: Amtrak, regional, intra-city, and charter buses, taxis, automobiles, bicycles, pedestrians, and the Green Line (Central Corridor light rail) operations.

As other RCRRA corridor projects advance to construction, these lines will connect at the Union Depot, bringing in other modes of transit and transportation, such as commuter rail and high speed rail.

PERFORMANCE MEASURES

		2011	2012	2013	2014	2015
#	Performance Measures	Actual	Actual	Actual	Estimate	Estimate
1	Number of modes available at the Union Depot	N/A	6	7	9	9
2	Number of contracted modal providers at the Union Depot	N/A	4	6	13	14

PERFORMANCE MEASURES - DISCUSSION

1. The Union Depot Multi-modal transit hub will become the heart of future transportation in the east metro.

In 2012, the Depot began serving Metro Transit and Minnesota Valley Transit Authority regional buses, (casino) charter buses, taxis, automobiles, bicycles and pedestrians.

In 2013, the Depot began serving Jefferson Lines intra-city buses.

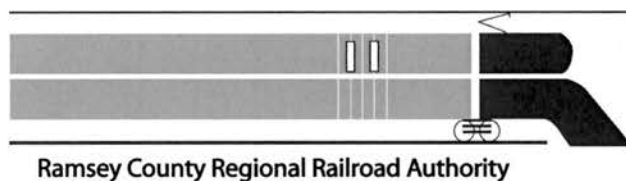
In 2014, Greyhound and Megabus intra-city buses, and Amtrak began service at Union Depot. The Green Line (Central Corridor LRT) also opened in June 2014 with a station in front of Union Depot. In May 2014, Zip Car, a car sharing service, became available at Union Depot. It is expected that another car sharing company will begin operation later in 2014. Negotiations are also being held with car rental companies to provide rental cars for customers at Union Depot in 2014. It is also anticipated that a bike shop/rental will be operational at Union Depot in 2014.

2. Contracted providers in 2012 include Metro Transit, Minnesota Valley Transit Authority, Mystic Lake Casino, Treasure Island Casino buses.

Jefferson Lines buses and it's Land to Air shuttle service partner started service at Union Depot in 2013.

In 2014, Amtrak, the Green Line, Megabus, Greyhound, and Zip Car began service at the Union Depot.

Department Summary



CRITICAL SUCCESS INDICATOR & PERFORMANCE MEASURES

TRANSIT AND TRANSPORTATION INVESTMENTS COMPLIMENT CURRENT INFRASTRUCTURE AND COMPLETE A FULLY INTEGRATED MULTI-MODAL SYSTEM THAT SUPPORTS ECONOMIC GROWTH AND MINIMIZES RESOURCE IMPACTS AND POLLUTION

PERFORMANCE MEASURES – HIGHLIGHTS

The Regional Railroad Authority owns and operates a multi-modal transit hub at the historic Union Depot. Union Depot opened in December 2012.

Union Depot is a hub for multiple modes of transit and transportation options, as well as a hub for programmed events including community activities, private gatherings, and a showcase for artists.

By developing Union Depot, other businesses in the region are allowed to compete with others globally by providing transit and transportation options.

In March 2014, Union Depot achieved LEED Gold Certification, recognizing the use of best practices in green building design and construction. LEED Certified buildings typically cost less to operate by reducing energy and water bills. LEED Certified buildings also typically have faster lease-up rates and retain higher property values.

PERFORMANCE MEASURES

#	Performance Measures	2011	2012	2013	2014	2015
		Actual	Actual	Actual	Estimate	Estimate
1	Number of programmed events at the Union Depot	N/A	7	146	300	450

PERFORMANCE MEASURES - DISCUSSION

Union Depot will become the living room of Ramsey County and be a catalyst for development of downtown St. Paul. Bringing people to Union Depot also brings them to other businesses downtown.

Union Depot has been the venue for government and corporate meetings, weddings and large private and public events in addition to hosting community activities such as game night, mini massages and yoga classes.

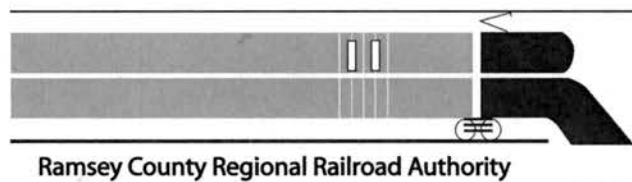
Media notoriety has also helped bring scores of visitors to Union Depot. The highlight so far, in 2014, has been when the President of the United States visited and addressed the public in February 2014.

Other significant events held in 2014 include: Winterfest, Freeze Fest Challenge, Get Lucky Half Marathon Race, Minnesota Book Awards Gala, Spring Art Crawl, Miss Teen Latina Pageant, National Train Day, and the Great River Gathering.

Public tours are conducted weekly at Union Depot and private tours are accommodated as well.

8

Department Summary



CRITICAL SUCCESS INDICATOR & PERFORMANCE MEASURES

A COMPREHENSIVE ECONOMIC GROWTH STRATEGY IS DEVELOPED THAT GOVERNS THE USE OF COUNTY LAND, FACILITIES AND SERVICES TO ENHANCE ECONOMIC DEVELOPMENT, EXPAND THE TAX BASE AND PRIORITIZE LIVING-WAGE JOB GROWTH

PERFORMANCE MEASURES – HIGHLIGHTS

Two projects that the Regional Railroad Authority has been working on over the past several years, have come to fruition as operating systems. Those projects, the Union Depot and the Central Corridor (Green Line), will enhance a seamless, multimodal transit network designed to ease congestion, provide alternative modes of transportation, and improve the economic competitiveness and vitality of St. Paul, Ramsey County, the Twin Cities metro region, and the state.

The seven metropolitan counties have taken the lead on moving transit/transportation options to the region, by advocating, coordinating, funding, planning, and implementing transit for metropolitan county residents and businesses. Strong, sustainable partnerships have been built and maintained with other government entities and the private sector to develop a vision of transit services that meet the changing needs for today and for the future.

Because of the long-term funding strategy adopted by the Railroad Authority in 2005, RCRRA has been able to advance the development of the department's capital projects. The department continues to pursue funding opportunities at the local, state, and federal levels and has been successful in obtaining funds from new federal programs (Transportation Investment Generating Economic Recover and locally (County Transit Improvements Board, or CTIB).

The revitalization of the Union Depot as a regional multimodal transportation hub and the success of the Central Corridor Light Rail Transit corridor will no longer only hold transportation benefits. These projects will also serve as catalysts for economic growth and job creation in St. Paul and the metropolitan area. Economic development and housing opportunities will also bring an infusion of funds from other agencies.

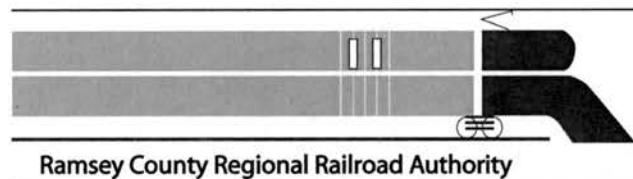
The Regional Railroad Authority has also been working on the planning of several other corridor projects that will connect with Union Depot, garnering more economic development along these corridors.

PERFORMANCE MEASURES

		2011	2012	2013	2014	2015
#	Performance Measures	Actual	Actual	Actual	Estimate	Estimate
1	Gateway Corridor		AA	AA/DEIS	DEIS	PD
2	Northeast Diagonal					
3	Passenger Rail			2nd/EIS	2nd/EIS	EIS
4	Red Rock Corridor			AAU	AAU	
5	Riverview Corridor				PPD	PPD
6	Rush Line Corridor				PPD	PPD
7	Robert St. Corridor			AA	AA	

AA= Alternatives Analysis; AAU= Alternatives Analysis Update; 2nd= Second Train Feasibility Study; DEIS = Draft Environmental Impact Statement; EIS = Environmental Impact Statement; PPD= Pre-Project Development; PD = Project Development, ENG= Engineering; CONST= Construction

Department Summary



CRITICAL SUCCESS INDICATOR & PERFORMANCE MEASURES

A COMPREHENSIVE ECONOMIC GROWTH STRATEGY IS DEVELOPED THAT GOVERNS THE USE OF COUNTY LAND, FACILITIES AND SERVICES TO ENHANCE ECONOMIC DEVELOPMENT, EXPAND THE TAX BASE AND PRIORITIZE LIVING-WAGE JOB GROWTH

PERFORMANCE MEASURES - DISCUSSION

Gateway Corridor - Union Depot in St. Paul to Woodbury. Currently undertaking a Draft Environmental Impact Statement. The Locally Preferred Alternative will be selected in the summer/fall of 2014. The completion of the DEIS in 2015 will lead to Project Development. The final EIS is determined through completion of the project development process. Following completion of project development, the project will move in to the engineering phase. Following completion of engineering, the final phase is construction.

Northeast Diagonal - Nothing to report at this time.

Passenger Rail - Twin Cities to Milwaukee/Chicago. MnDOT is currently leading two studies along the corridor. The Environmental Impact Statement for high-speed rail will be complete in 2015. The second train feasibility study will be complete in summer 2014.

Red Rock Corridor - Hastings to Union Depot and on to Minneapolis. The Red Rock Corridor Commission completed its Alternatives Analysis Update Study in 2014. This study identified bus rapid transit improvements along Highway 61 as the near and medium term transit improvement for the corridor. The long-term improvement could be BRT or commuter rail.

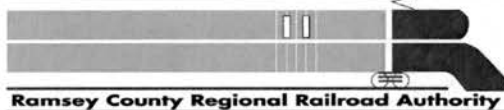
Riverview Corridor - Union Depot to the Minneapolis St. Paul International Airport and Mall of America. A Pre-Project Development Study began in 2014 and will result in the selection of a single mode and alignment for the corridor. Following the PPD Study, environmental analysis will be undertaken.

Rush Line Corridor - Union Depot to Hinckley. A Pre-Project Development Study began in 2014 focusing on the Union Depot to White Bear Lake/Forest Lake area will result in the selection of a single mode and alignment for the corridor. Following the PPD Study, environmental analysis will be undertaken.

Robert Street Corridor - Union Depot to Inver Grove Heights. The corridor will complete its Alternatives Analysis in the summer of 2014. This study will identify either Arterial Bus Rapid Transit or Streetcar as the preferred transit mode for the corridor.

Attachment # 4

Department Summary



2015 Supplemental Budget

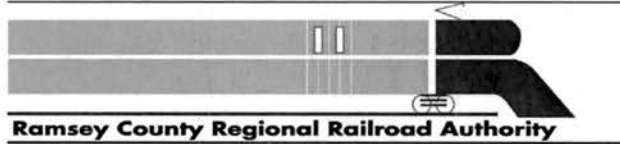
CHANGES TO 2015 APPROVED BUDGET

Regional Railroad

	2015 Budget	2015 Financing	2015 Fund Balance	2015 Uncollectibles	2015 Levy
2015 Budget as Approved	22,450,735	1,882,638	(1,959,953)	581,563	19,189,707
<u>Changes Previously Approved by County Board</u>					
1 None					
2015 Approved as Adjusted by County Board	22,450,735	1,882,638	(1,959,953)	581,563	19,189,707
<u>Budget Addenda Recommended to Adjusted 2015 Approved Budget</u>					
1 Reduction of Maximum Allowable Tax Levy			(45,444)		(46,353)
Increase in Use of Fund Balance to Offset Tax Levy					
Reduction in Net of Allowance for Uncollectible Taxes as a Result of Reducing Tax Levy				(909)	
2015 Budget as Recommended	22,450,735	1,882,638	(2,005,397)	580,654	19,143,354

Department Summary

2015 Supplemental Budget



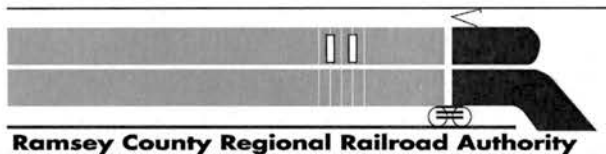
BUDGET ADDENDA

Regional Railroad

No. Budget Addendum	2015 Budget	2015 Financing	2015 Fund Balance	2015 Uncollectibles	2015 Levy
1 Reduction of Maximum Allowable Tax Levy.	-	-			(46,353)
Increase in Use of Fund Balance to Offset Reduction of Maximum Allowable Tax Levy.			(45,444)		
Reduction of Allowance for Uncollectible Taxes to Offset Reduction of Maximum Allowable Tax Levy.				(909)	

EXPLANATION

In 2013, an early estimate for the maximum allowable tax levy for 2015 was \$19,189,707. The actual maximum allowable tax levy has been calculated at \$19,143,354. The reduction of the tax levy will be offset by an increase in the use of fund balance by \$45,444. The net of allowance for uncollectible taxes also decreases by \$909 as a result of reducing the maximum allowable tax levy by \$46,353.



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

REGIONAL RAILROAD AUTHORITY

August 19, 2014

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

.....
ROLL CALL and Call to Order

AGENDA of the August 19, 2014 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the August 12, 2014 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. **Establish a date for a public hearing to accept comments on the Gateway Corridor Locally Preferred Alternative**

Board Action Requested:

Ramsey County Regional Railroad Authority hereby establishes the date of September 9, 2014, at 9:30 a.m. or as soon thereafter as possible, for a public hearing to allow the public to comment on the selection of Bus Rapid Transit alignment A-B-C-D2-E2 as the Locally Preferred Alternative for the Gateway Corridor Project.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

August 12, 2014

The Ramsey County Regional Railroad Authority met with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, Ortega – 7. Absent: 0. Also present were Julie Kleinschmidt, County Manager and Ryan O'Connor, Director of Policy Analysis and Planning, Ramsey County Manager's Office.

Chair Ortega called the meeting to order at 9:35 A.M.

AGENDA

Commissioner Carter moved approval of the Agenda of the August 12, 2014 Regional Railroad Authority Meeting, seconded by Commissioner Huffman. Roll Call: Ayes – McDonough, McGuire, Reinhardt, Rettman, Carter, Huffman, Ortega – 7. Nays – 0.

MINUTES

Commissioner McGuire moved approval of the Minutes of the July 22, 2014 Regional Railroad Authority Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – McDonough, McGuire, Reinhardt, Rettman, Carter, Huffman, Ortega – 7. Nays – 0.

1. 2015 Ramsey County Regional Railroad Authority Supplemental Budget

Julie Kleinschmidt, Ramsey County Manager, introduced this item and remarked on a couple of details in the budget packet. She reminded the board that she presented the 2015 Supplemental Budget on July 22, 2014. During her presentation, she indicated there would not be an addendum to the budget. Since then, new information was received from the department of Property Records and Revenue that the original estimated 2015 Regional Railroad Authority maximum allowable tax levy was too high, and would require an addenda to reduce it by \$46,353. This addenda will be addressed in today's budget presentation. We will be asking the Ramsey County Regional Railroad Authority Board to approve the addenda during this meeting today.

Ms. Kleinschmidt added that we need to focus on intentional integration and alignment of Regional Railroad Authority structure and processes with other county programs and services. This continues a theme we discuss in all areas of the county in terms of leveraging this opportunity to achieve our prosperity goal. We know we have a lot of power in this authority to help achieve this goal, but we cannot let our structure get in the way.

Tim Mayasich, Director, Ramsey County Regional Railroad Authority, proceeded with his presentation of the 2015 Ramsey County Regional Railroad Authority Supplemental Budget.

Good morning Commissioners. Thank you for the opportunity to present the Ramsey County Regional Railroad Authority 2015 Supplemental Budget and Addenda. First, I'd like to share with the Board how your vision for the Union Depot has advanced in 2014:

Amtrak's Empire Builder began service at the Union Depot on May 7th. The Green Line began operating in front of the Depot on June 14th. Recent Green Line Boarding statistics show Union Depot station second in boardings with over 44,000 passengers 2nd only to the Nicollet Mall station. Greyhound and Megabus also started operations at the Depot this year. We now have all major regional, intra-city, and charter buses running out of the facility. Car sharing services, such as Zip Car and Car 2 Go are now available at the Depot. Negotiations are being held with car rental companies to provide rental cars. Final lease negotiations are in the works for the bike center and an additional restaurant. The Union Depot is well on its way to becoming a popular venue for programmed events. The highlight to date was President Obama's visit on February 25th to introduce his transportation initiative to the nation. The Depot was also host to the St. Paul Riverfront Development Corporation's annual Gala. The long-term funding strategy adopted by the Board in 2005 has allowed Union Depot and the Green Line to become operational without having to bond.

Now, I'd like to address some of the opportunities and challenges the department will face in the future. We are now designated a railroad by the Federal Railroad Administration. Key staff have been trained and are compliant with Federal and State Railroad regulations. This designation has provided us the opportunity to work with Amtrak, the Class One Railroads, and the Minnesota Transportation Museum to bring special event trains to the Union Depot. Regarding Economic development and environmental justice. It is imperative that the Rail Authority and its partners deliver each of the transit corridors identified in the Counties Transit Improvement Board's Program of Projects. Each of these corridors is an integral component of the infrastructure investment required to advance the Board's goal of cultivating economic prosperity and combating areas of concentrated financial poverty. This can only be accomplished through the collaborative efforts of our partners at the Federal, State and local levels. It also requires close collaboration with other Ramsey County Departments including Public Works, Work Force Solutions, the Housing and Redevelopment Authority and the County Manager's planning staff. The benefits of these infrastructure investments go beyond the physical construction limits associated with each project. An opportunity for the department is the advancement of our corridor projects. As our corridor projects become operational, they will connect with Union Depot further enhancing its role as a catalyst for economic development. A funding challenge is the current Federal transportation bill (Map 21) which does not include earmarks. There are fewer Federal dollars available for transit infrastructure. National competition for these \$'s will continue to escalate from what is already a very competitive process. Congress has yet to approve a multi-year transportation bill to address the need for a long term funding commitment to transportation. The State has also deferred a decision on a long term financial commitment to transportation. Both entities could potentially pass long term funding bills next year.

I'd now like to talk about the County's goals that best fit the Rail Authority's vision and direction. The first County goal is to "Promote multi-modal transit and transportation solutions that effectively serve our citizens". Rail Authority staff has included performance measures for two critical success indicators that support the County's goal. We've used number of modes, modal partners, and programmed events as our measures. Rail Authority staff has also included performance measures for the County's new goal to "Cultivate economic prosperity and combat concentrated areas of financial poverty". Rail Authority staff used our corridor projects as performance measures and noted the status of each of these corridors within the Federal New Starts project development process.

I'd like to transition now to the budget addenda. Last week, you received a memorandum from me, as well as an updated Supplemental Budget and Addenda packet. As the County Manager noted earlier, an addendum is now needed to meet the 2015 maximum levy limit. One of the goals in the long-term capital financing plan adopted by the Rail Authority in 2005 was to keep the Authority's property tax levy stable. The Rail Authority has been levying the maximum allowable over the past several years. The addenda reduces the tax levy by \$46,353 to the maximum allowed. The reduction is offset by an increase in fund balance and a reduction in the net of allowance for uncollectible taxes. The approved supplemental budget will reflect the change.

I respectfully ask that the Board take action on approving the addenda included in your Board documentation. This concludes my presentation Mr. Chairman, I will stand for any questions the Board may have.

Commissioner Rettman referenced the 'Opportunities and Challenges' section of the supplemental budget attachment in the board packet, and asked if it was known when the agreements with modal partners and future rail/commercial entities would be brought to the Ramsey County Regional Railroad Authority for approval, or if it was otherwise known what the cost impacts and rates would be.

Mr. Mayasich replied that the agreements with the modal partners have currently been completed. Some of the agreements were completed via license agreements and, therefore, did not need to come to the board. Agreements for leased spaces, such as office and retail spaces, do come before the board for approval.

Commissioner Rettman then suggested that this section of the supplemental budget be updated to reflect that these agreements have been established. She also asked if the subsidy for operating costs associated to the Union Depot is still taking place.

Mr. Mayasich said it does. They meet with representatives from Jones Lang LaSalle, Union Depot's management team, on a monthly basis and review the operating budget, and they update the board on an annual basis. This process will continue in the foreseeable future.

Commissioner McGuire commented that she is encouraged to hear many legislators talk about the importance of transit and transportation, and wondered if Mr. Mayasich had any information on the future prospects of state and federal funding for transit and transportation, and the efforts that are taking place.

Mr. Mayasich said it is his understanding that the state is positioned to address the long-term funding issues at the next session. At the conclusion of the last legislative session, plans for long-term transportation funding at the state level were in place. He said there is less optimism for long-term funding at the Federal level, but there is a commitment at the state level.

Commissioner Rettman asked about the status of the Minnesota Department of Transportation's Tier 1 Service Level Environmental Impact Statement for the High Speed Rail Corridor.

Mr. Mayasich said Ramsey County Regional Railroad Authority staff meet monthly with Passenger Rail staff from Minnesota Department of Transportation, and this is the front discussion of each meeting. Staff continue to be told that the study is making progress and continues to advance. Staff have become more assertive in getting answers and Mr. Mayasich said he would follow up on it.

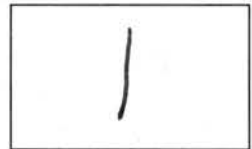
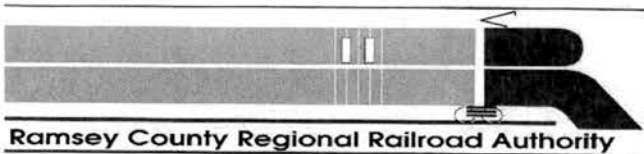
Chair Ortega asked for a motion to approve the addenda. Commissioner Huffman moved approval, seconded by Commissioner McDonough. Roll Call: Ayes – McDonough, McGuire, Reinhardt, Rettman, Carter, Huffman, Ortega – 7. Nays – 0.

CORRIDOR UPDATES

Chair Ortega reported that he and Commissioner McDonough met with the Metropolitan Council and the City of St. Paul this morning to discuss the Riverview Corridor and assure that all entities are on the same page in moving forward. It was decided that they would meet on a regular basis as policy makers to examine the investments in the east metro and how these might get incorporated into the Met Council's plan moving forward.

ADJOURNMENT

There being no further business, Chair Ortega declared the meeting adjourned at 9:53 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 08/19/2014

Regional Railroad Authority Meeting Date:

SUBJECT: Establish a date for a public hearing to accept comments on the Gateway Corridor Locally Preferred Alternative

EXECUTIVE SUMMARY:

The Gateway Corridor is a planned transitway approximately 12 miles in length in Ramsey and Washington Counties. The corridor runs generally parallel to I-94, connecting Union Depot in downtown St. Paul with its East Side neighborhoods and the suburban communities of Maplewood, Landfall, Oakdale, Lake Elmo and Woodbury. Currently, there is limited transit service throughout the day in the Gateway Corridor. Approximately 32,000 people living in the cities along the corridor do not own a car, leaving few options for people who depend on public transit to get to work, shopping and other destinations. The purpose and need of the Gateway Corridor project is to provide transit service to meet the long-term regional mobility and local accessibility needs for businesses and the travelling public within the project area.

The Gateway Corridor Alternatives Analysis was completed in 2013 and is a comparison of the benefits, costs, and impacts of a range of transit modes including light rail, commuter rail, bus rapid transit and express bus alternatives. The conclusion of the Alternatives Analysis was to retain two alternatives for study in the draft Environmental Impact Statement (EIS): Light Rail Transit (LRT) along I-94 and Hudson Road, and Bus Rapid Transit (BRT) in a dedicated guideway also along I-94 and Hudson Road.

(The Executive Summary is continued on the following page)

ACTION REQUESTED:

Ramsey County Regional Railroad Authority hereby establishes the date of September 9, 2014, at 9:30 a.m. or as soon thereafter as possible, for a public hearing to allow the public to comment on the selection of Bus Rapid Transit alignment A-B-C-D2-E2 as the Locally Preferred Alternative for the Gateway Corridor Project.

SUBJECT: Establish a date for a public hearing to accept comments on the Gateway Corridor Locally Preferred Alternative

(Executive Summary continued)

The selection process for the Gateway Corridor Locally Preferred Alternative (LPA) is underway now. The LPA is a general description of the transit mode and route. At its meeting on July 24, 2014, the Gateway Corridor Commission passed a resolution in support of the BRT alternative in a general alignment known as A-B-C-D2-E2 as the LPA for the Gateway Corridor Project. The selection of the LPA for the Gateway Corridor project has been done with many opportunities for public comment.

The next step is to include the Gateway Corridor LPA in the region's draft 2040 Transportation Policy Plan so it can proceed to Project Development. As part of the amendment process, the Ramsey County Regional Railroad Authority must hold a public hearing on the Gateway Corridor LPA and pass a resolution of support for the LPA.

Staff asks that the Ramsey County Regional Railroad Authority Board set the public hearing date for Tuesday, September 9 to allow for public comment prior to consideration of a resolution of support.

SUBJECT: Establish a date for a public hearing to accept comments on the Gateway Corridor Locally Preferred Alternative

ATTACHMENTS:

Recommended Locally Preferred Alternative – Bus Rapid Transit Alignment A-B-C-D2-E2 (Conceptual).

PREVIOUS ACTION:

1. March 17, 2009: Ramsey County Regional Railroad Authority passed resolution R09-09 approving the I-94 Corridor Joint Powers Agreement, authorizes a payment in an amount not to exceed \$500,000 for its share of the cost of the agreement and appoints Commissioner Victoria Reinhardt as the I-94 Corridor Commission representative for 2009.
2. June 7, 2011: Ramsey County Regional Railroad Authority passed resolution R11-18 approving a work scope amendment to include an eighth alternative for analysis and authorizing payment in the amount of \$40,000 for its share of the additional work.
3. June 7, 2011: Ramsey County Regional Railroad Authority passed resolution R11-19 approving an agreement with the Metropolitan Council establishing the Corridors of Opportunity Gateway Corridor Project (later known as Fostering an East Side Transit Conversation).
4. May 22, 2012: Ramsey County Regional Railroad Authority passed resolution R12-26 approving payment of \$80,000 to amend the Alternatives Analysis to include additional analysis of the build alternatives.

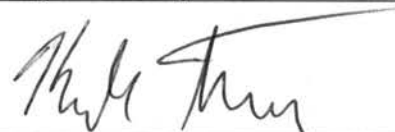
COUNTY MANAGER'S COMMENTS:

The Ramsey County Regional Railroad Authority Board must establish the date for public hearings.

SUBJECT: Establish a date for a public hearing to accept comments on the Gateway Corridor
Locally Preferred Alternative

Regional Railroad Authority – Authorized Signature	Date
	8/13/14

Finance – Authorized Signature	Date
	8-13-14

County Attorney – Authorized Signature	Date
	8-13-14

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Establish a date for a public hearing to accept comments on the Gateway Corridor Locally Preferred Alternative

DRAFT RESOLUTION

1 WHEREAS, The Gateway Corridor will provide for public transit infrastructure
2 improvements in the eastern portion of the Twin Cities Metropolitan Area; and
3

4 WHEREAS, The Gateway Corridor is located in Ramsey and Washington Counties,
5 extending approximately 12 miles from Union Depot in downtown St. Paul to the eastern
6 edge of Woodbury in Washington County, connecting downtown St. Paul with its East Side
7 neighborhoods and the suburban communities of Maplewood, Landfall, Oakdale, Lake Elmo
8 and Woodbury; and
9

10 WHEREAS, The identification of a Locally Preferred Alternative is a critical first step in
11 pursuing federal funding for the Gateway Corridor Project; and
12

13 WHEREAS, The adoption of the Locally Preferred Alternative into the Metropolitan
14 Council's 2040 Transportation Policy Plan is a necessary step toward eligibility for federal
15 funding; and
16

17 WHEREAS, The process to adopt the Locally Preferred Alternative into the 2040
18 Transportation Policy Plan requires counties to hold a public hearing to collect comments on
19 the proposed Locally Preferred Alternative and to pass a resolution of support for the
20 proposed Locally Preferred Alternative; and

21 WHEREAS, The Ramsey County Regional Railroad Authority must establish a date for
22 the public hearing; Now, Therefore, Be It
23
24

25 RESOLVED, The Ramsey County Regional Railroad Authority hereby establishes the date
26 of September 9, 2014, at 9:30 a.m. or as soon thereafter as possible, for a public hearing to allow
27 the public to comment on the selection of Bus Rapid Transit alignment A-B-C-D2-E2 as the Locally
28 Preferred Alternative for the Gateway Corridor Project.

5

Recommended Locally Preferred Alternative - BRT Alignment A-B-C-D2-E2 (Conceptual)

