Regional Railroad Authority
Agenda

RAMSEY COUNTY

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

August 18, 2026 - 10 a.m. **Council Chambers - Courthouse Room 300**

ROLL CALL

1. Agenda of August 18, 2026 is Presented for Approval 2026-300

Sponsors: County Manager's Office

Approve the agenda of August 18, 2026.

2. Minutes from May 19, 2026 are Presented for Approval 2026-301

Sponsors: County Manager's Office

Approve the May 19, 2026 Minutes.

ADMINISTRATIVE ITEMS

3. Capital Grant Agreement with Metropolitan Council and Ramsey County Regional Railroad Authority for the Engineering Phase of the METRO Bronze Line Bus Rapid Transit Project 2026-286

Sponsors: Public Works

1. Approve the Capital Grant Agreement for Engineering between the Metropolitan Council, Ramsey County and the Ramsey County Regional Railroad Authority for the METRO Bronze Line Bus Rapid Transit Project.
2. Authorize the Chair to execute the Agreement.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements, in accordance with procurement policies and procedures, provided the amounts are within the limits of funding.

4. Fund Balance Transfer for Completion of Land Survey, Title Work and Legal Assistance for RiversEdge 2026-280

Sponsors: Public Works, Community & Economic Development

1. Authorize the County Manager to transfer up to $2,500,000 from Ramsey County Regional Railroad Authority fund balance to the Ramsey County Regional Railroad Authority capital fund for completion of land title survey, title insurance commitment and title abstracts, and legal assistance related to property ownership for the RiversEdge Project in downtown Saint Paul.
2. Authorize the County Manager to account for the $2,500,000 fund balance transfer in the Riverfront Redevelopment project budget established by the County Board.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county’s procurement policies and procedures provided the amounts are within the limits of the funding.

5. Transit Impacts Research Program 2026 Funding Request 2026-282

Sponsors: Public Works

Approve the expenditure of $30,000 for Ramsey County Regional Railroad Authority's share of the Transit Impacts Research Program for 2026.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Regional Railroad Authority

Request for Board Action

Item Number: 2026-300 **Meeting Date:** 8/18/2026

Sponsor: County Manager's Office

Title
Agenda of August 18, 2026 is Presented for Approval

Recommendation
Approve the agenda of August 18, 2026.

RAMSEY COUNTY

Regional Railroad Authority

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2026-301 **Meeting Date:** 8/18/2026

Sponsor: County Manager's Office

Title
Minutes from May 19, 2026 are Presented for Approval

Recommendation
Approve the May 19, 2026 Minutes.

Attachments
1. May 19, 2026 Minutes

Regional Railroad Authority
Minutes

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

RAMSEY COUNTY

May 19, 2026 - 10 a.m. **Council Chambers - Courthouse Room 300**

The Ramsey County Regional Railroad Authority met in regular session at 10:41 a.m. with the following members present: Jebens - Singh, McGuire, McMurtrey, Miller, Moran, and Chair Ortega. Commissioner Xiong joined the meeting remotely pursuant to Minnesota Statutes 13D.02, Subdivision 2. Also present were Ling Becker, County Manager, and Kathleen Ritter, Assistant County Attorney, Ramsey County Attorney's Office.

ROLL CALL

Present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

1. Agenda of May 19, 2026 is Presented for Approval [2026-187]

Sponsors: County Manager's Office

Approve the agenda of May 19, 2026.

Motion by Miller, seconded by McMurtrey. Motion passed.
Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

2. Minutes from March 17, 2026 are Presented for Approval [2026-188]

Sponsors: County Manager's Office

Approve the March 17, 2026 Minutes.

Motion by Miller, seconded by McGuire. Motion passed.
Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

ADMINISTRATIVE ITEMS

3. Fund Balance Transfer and Engineering Agreements for RiversEdge [2026-169]

Sponsors: Public Works

1. Authorize the County Manager to transfer up to $350,000 from Ramsey County Regional Railroad Authority fund balance to the Ramsey County Regional Railroad Authority capital fund for railroad review of the RiversEdge Project's preliminary engineering plans and completion of associated engineering work.
2. Authorize the County Manager to account for the $350,000 fund balance transfer in the Riverfront Redevelopment project budget established by the County Board.
3. Approve the Preliminary Engineering Agreements with Union Pacific Railroad Company and Soo Line Railroad Company, doing business as CPKC, for preliminary engineering for the RiversEdge Project.
4. Authorize the Chair to execute the agreements.
5. Authorize the County Manager to enter into subsequent engineering agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the funding.

Presented by Mike Rogers, Deputy Director, Public Works, and Brian Isaacson, Director, Public Works. Discussion can be found on archived video.

Motion by Miller, seconded by McGuire. Motion passed.
Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong
Resolution: R2026-008

CORRIDOR UPDATES

Discussion can be found on archived video.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:57 a.m.

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

RAMSEY COUNTY

Regional Railroad Authority

Request for Board Action

Item Number: 2026-286 **Meeting Date:** 8/18/2026

Sponsor: Public Works

Title
Capital Grant Agreement with Metropolitan Council and Ramsey County Regional Railroad Authority for the Engineering Phase of the METRO Bronze Line Bus Rapid Transit Project

Recommendation
1. Approve the Capital Grant Agreement for Engineering between the Metropolitan Council, Ramsey County and the Ramsey County Regional Railroad Authority for the METRO Bronze Line Bus Rapid Transit Project.
2. Authorize the Chair to execute the Agreement.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements, in accordance with procurement policies and procedures, provided the amounts are within the limits of funding.

Background and Rationale
The METRO Purple Line Bus Rapid Transit (BRT) (Purple Line) Project entered the Federal Transit Administration's (FTA) Capital Investment Grants (CIG), Project Development phase in December 2021. During Project Development, environmental review, engineering, and technical analysis were advanced in combination with extensive stakeholder and community engagement. Beginning in 2022, the Purple Line Project initiated a Route Modification Study to evaluate alternative routes following changes in municipal support for the project. Over the next three years, project partners evaluated multiple route alternatives, completed technical and environmental analyses, and conducted extensive public engagement to identify a revised route and project concept. In fall 2025, the Purple Line Project was renamed the METRO Bronze Line BRT Project (Bronze Line Project) to better communicate the changes to the project with the public. In December 2025, the Metro Purple Line BRT Corridor Management Committee approved the revised Locally Preferred Alternative, realigning the Purple Line Project's route to Maryland and White Bear Avenues in Saint Paul and Maplewood. The METRO Bronze Line Project supports Ramsey County's Intergenerational Wealth and Economic Justice strategic priority by improving access to reliable transit, employment, education, services, and economic opportunities for residents along the corridor, while investing in infrastructure that strengthens connections between communities and supports long-term economic vitality.

The Bronze Line Project utilizes a fully locally funded delivery strategy allowing it to advance independent of the FTA's CIG Program. Under this approach, Ramsey County is responsible for roadway reconstruction and corridor infrastructure improvements, while the Metropolitan Council is responsible for transit stations, transit systems, environmental activities, right-of-way support, and transit operations. On November 25, 2025, staff presented the revised project delivery strategy and fully locally-funded approach at a Ramsey County Board Workshop. Staff also provided an overview of the proposed Capital Grant Agreement for Engineering during an August 4, 2026, Ramsey County Board Workshop.

The proposed Capital Grant Agreement for Engineering (CGA) implements the fully locally-funded delivery strategy by establishing the funding, roles, responsibilities, and governance framework for the Metropolitan Council's engineering activities. The CGA provides funding for $32,550,000 in engineering activities, including final design, environmental review, right-of-way support, utility coordination, project management, and other activities necessary to advance the project toward construction. Under the CGA, Ramsey County and the Ramsey County Regional Railroad Authority, collectively, Ramsey County, will provide a maximum grant amount of $22,245,000, and the Metropolitan Council will provide a Council Share Amount of $10,305,000. Upon execution, the CGA will supersede the existing Purple Line Capital Grant Agreement and its amendments, establishing a new CGA that reflects the Bronze Line Project scope, delivery strategy, and engineering funding approach.

The CGA is the first of three major interagency agreements supporting delivery of the Bronze Line Project. A Cooperative Project Delivery Agreement (CPDA) is anticipated in late 2026 and will establish the governance framework, roles, responsibilities, and decision-making processes for coordinated project delivery through design. Prior to construction, a separate Capital Grant Agreement for Construction will be presented to establish the funding commitments for construction activities.

County Goals (Check those advanced by Action)

__ Well-being X Prosperity X Opportunity __ Accountability

Racial Equity Impact

The METRO Bronze Line BRT Project serves a racially and economically diverse corridor where 61% of residents identify as Black, Indigenous, or People of Color (BIPOC). Approximately 17% of households do not have access to a vehicle, 20% of residents live in poverty, 11% are seniors, 38% are children, youth, or young adults, 13% live with a disability, and 18% have limited English proficiency.

The METRO Bronze Line BRT Project will improve access to reliable, frequent, and high-quality transit for residents who depend on public transportation to reach employment, education, health care, shopping, and other essential destinations. The corridor includes multiple Areas of Concentrated Poverty where a majority of residents are Black, Indigenous, and People of Color, as well as other neighborhoods experiencing increasing racial and economic diversity. By improving transit connections to regional employment centers, community destinations, parks, and the broader transit network, the project supports more equitable access to opportunities for corridor residents.

Community Participation Level and Impact

The METRO Bronze Line BRT Project has maintained an extensive communication and public engagement program throughout project development. The Metropolitan Council, Metro Transit, and Ramsey County have collaborated to engage corridor residents, businesses, community organizations, elected officials, and transit riders to inform project decisions and build a transit investment that reflects community priorities.

Public engagement has included corridor-wide outreach, community meetings, stakeholder briefings, pop-up events, business engagement, digital communications, surveys, and coordination with advisory committees. Project partners have made a concerted effort to engage communities that have historically been underrepresented in transportation planning, including Black, Indigenous, and People of Color (BIPOC) communities, low-income residents, people with limited English proficiency, people with disabilities, older adults, youth, and transit-dependent populations.

Community feedback played a significant role in the Route Modification Study and the evaluation of alternatives that resulted in the selection of the White Bear Avenue corridor as the revised Locally Preferred Alternative. As the project advances into engineering, Ramsey County and the Metropolitan Council will continue implementing a coordinated public engagement program to provide project updates, seek stakeholder input on design refinements, and maintain ongoing communication with corridor communities throughout project delivery.

X Inform __ Consult __ Involve __ Collaborate __ Empower

Fiscal Impact

Approval of the Capital Grant Agreement for Engineering authorizes the Ramsey County Regional Railroad Authority and Ramsey County, collectively, Ramsey County, to provide a maximum grant amount of $22,245,000 to the Metropolitan Council to fund its engineering activities for the METRO Bronze Line BRT Project. The Metropolitan Council will provide a Council Share Amount of $10,305,000, for a total of $32,550,000 in engineering activities under the agreement.

Funding for the Ramsey County commitment is available within the Public Works Multimodal Capital Improvement Program and is consistent with the Ramsey County Regional Railroad Authority and Ramsey County approved capital budgets and the fully locally funded delivery strategy for the METRO Bronze Line BRT Project. Funding does not impact the general property tax levy. No additional Ramsey County Regional Railroad Authority or Ramsey County funding is requested through this action.

Last Previous Action

On August 4, 2026, the Ramsey County Board of Commissioners received a workshop on the proposed Capital Grant Agreement for Engineering, including an overview of the agreement, project governance, and next steps for advancing the METRO Bronze Line Bus Rapid Transit Project into Engineering.

On November 26, 2024, the Ramsey County Regional Railroad Authority approved the Second Amendment to the Capital Grant Agreement for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project (Resolution R2024-021).

Attachments

1. METRO Bronze Line Capital Grant Agreement for Engineering

CAPITAL GRANT AGREEMENT FOR ENGINEERING

of the

METRO BRONZE LINE BUS RAPID TRANSIT PROJECT

WITH THE METROPOLITAN COUNCIL

Table of Contents

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

THIS AGREEMENT is entered into between Ramsey County, a political subdivision of the State of Minnesota, and Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, (collectively, the County), and the Metropolitan Council, a political subdivision of the State of Minnesota (the Council); the County and the Council, each individually a "Party" and collectively, the "Parties".

RECITALS

1. The Parties are working together to develop a bus rapid transit ("BRT") line running from downtown Saint Paul through the cities of Saint Paul and Maplewood, connecting with the METRO Green Line, METRO G line, and METRO Gold Line. This project (formerly known as the Purple Line) will be referred to herein as the "METRO Bronze Line Bus Rapid Transit Project" or the "Project".

2. The Parties intend that the County will have primary responsibility for the design of roadway, project controls, and related corridor infrastructure elements of the Project, and that the Council, acting through Metro Transit, will have primary responsibility for the design of transit stations, transit facilities, systems, environmental review under Minnesota Environmental Policy Act (MEPA), and operations-related elements of the Project, with the Parties coordinating as necessary to support delivery of the Project as an integrated capital investment. The Council will be solely responsible for all costs associated with operating and maintaining the Project, including capital maintenance.

3. The METRO Bronze Line Bus Rapid Transit Project will be delivered as one integrated capital project through two separate but coordinated engineering and project management contracts, including a contract entered into and administered by the County and a contract entered into and administered by the Council, acting through Metro Transit, together with a separate strategic communications, public outreach, and engagement contract entered into and administered by the County to support coordinated project delivery.

4. The Parties intend to advance the Project in a manner that provides cost, schedule, and scope certainty appropriate to the level of public investment, including the establishment of a defined project cost and schedule control point at completion of sixty percent (60%) design, and further intend that the completed Project support the provision of long-term, high-quality bus rapid transit service within the Project corridor consistent with an adopted transit service plan.

5. Pursuant to Minnesota Statutes, Section 297A.993, Ramsey County enacted a sales and use tax and an excise tax on motor vehicles for the purpose of funding operating and capital costs of transit and transportation projects and improvements and adopted a Sales and Use Transportation Tax Implementation Plan, designating the projects eligible to receive such funding, including the METRO Bronze Line Bus Rapid Transit Project, formerly known as the “Purple Line”.

6. Ramsey County Regional Railroad Authority (RCRRA) has the authority pursuant to Minnesota Statutes, Chapter 398A, to levy property taxes and appropriate such funds to state and local government for the purpose of developing bus rapid transit projects.

7. Pursuant to Minnesota Statutes, Section 297A.9915, the Council has enacted a regional transportation sales and use tax for the purposes of funding transit consistent with Minn. Stat. § 473.4465.

8. The County and the Council entered into a Capital Grant Agreement (“First CGA”) for the Project Development Phase for the period December 9, 2021, through December 3, 2023; and amended the Agreement to continue work on the project while out of the Federal program and to extend the term to December 31, 2025 and further amended the Agreement to extend the term and the Second Grant Activity Period through September 30, 2026.

9. The Council has requested funding for the completion of Engineering in an amount not to exceed $9,027,843 for the initial Grant Activity Period with a total Maximum Grant Project Amount not to exceed $22,245,000.

NOW THEREFORE, 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 (such meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context hereof specially indicates otherwise:

"Agreement" means this Capital Grant Agreement for Engineering of the METRO Bronze Line.

"Appraisal Services Master Contract" means a future Council-procured master appraisal services contract under which the County may request the Council to issue Grant Project funded work orders under this Agreement and in which the County will be named a third party beneficiary with contract enforcement rights for Grant Project-related work and for which the County will bear all responsibility and expenses for any enforcement of its rights under and in any disputes with any such procured service provider.

"Baseline Cost Estimate" means the total cost of the Integrated Project.

"County's Contract Administrator" means Ramsey County METRO Bronze Line Project Manager or such other person as may be designated from time to time by the County to administer this Agreement for the County.

"County's Designee" means the Ramsey County Multimodal Section Manager or such other person designated from time to time by the County to act on its behalf under this Agreement for the County, notice in accordance with Section 8.07.

"Council Contract Administrator" means the Metro Transit METRO Bronze Line Project Manager or such other person as may be designated from time to time by the Council to administer this Agreement for the Council.

"Council's Designee" means the Metro Transit Deputy General Manager for Planning and Capital Programs or such other person designated from time to time by the Council to act on its behalf under this Agreement for the Council, noticed in accordance with Section 8.07.

"Cross-Contract Interface" means any point at which scope, schedule, cost, assumptions, or deliverables under one contract may affect or be affected by scope, schedule, cost, assumptions, or deliverables under another Project-related contract.

"Disbursement" means payments to the Council as part of the Grant in accordance with Article III of this Agreement and Exhibit C, as it may be amended from time to time.

"Effective Date" shall be the earlier of September 30, 2026 or the date of last signature of this Agreement.

"Engineering" means the engineering, design, and environmental work, as well as certain professional services relating to the acquisition of real estate, as described in Exhibit B, "Grant Project."

"Grant" means the money provided by the County to the Council pursuant to this Agreement.

"Grant Activity Period" means the initial period beginning on the Effective Date and ending on December 31, 2027, and each subsequent twelve-month period funded pursuant to the County's annual budget process, or as may be extended pursuant to Section 2.04.

"Grant Project" Means the use for which the Grant is made, as described in Exhibit B.

"Grantee" means Metropolitan Council (the Council) and its successors and assigns.

"Integrated Master Project Schedule" means a comprehensive consolidation of all tasks, milestones and dependencies of the Integrated Project into a single unified timeline.

"Integrated Project" means the coordinated planning, design, right-of-way acquisition, construction, and implementation of the Project across multiple contracts and responsible parties, delivered as a single capital investment.

"Proposed Levels of Service" means the hours of service and the service headways set forth in Exhibit A, "Project Description."

"Maximum Grant Project Amount" means the maximum amount of the grant awarded under this Agreement as set forth in Section 2.01 A.

"Party or Parties" means the County, or the Council, individually or together, as the context of the Agreement requires.

"Project" means that certain proposed Project commonly referred to as the METRO Bronze Line Bus Rapid Transit (BRT) Project, an approximately 9.8-mile bus rapid transitway line that will connect downtown Saint Paul to Maplewood Transit Center. A description of the Project is set forth in Exhibit A, "Project Description."

"Project Control Milestone" shall mean the scope, schedule and cost estimate prepared at the 60% level of design approved by the PDB pursuant to Section 5.04.

"Project Decision Board" or "PDB" means the joint decision-making body established pursuant to Article V of this Agreement.

"RCRRA" means the Ramsey County Regional Railroad Authority.

"Real Estate Services Master Contract" means a future Council procured master contract for real estate related services under which the County may request the Council to issue Grant Project funded work orders under this Agreement and in which the County will be named a third party beneficiary with contract enforcement rights for Grant Project-related work and for which the County will bear all responsibility and expenses for any enforcement of its rights under and in any disputes with any such procured service provider.

ARTICLE II GRANT

SECTION 2.01 GRANT OF MONIES

A. The County agrees to grant the Maximum Grant Project Amount of $22,245,000 to the Council for the Grant Project.

B. The County agrees to provide $9,027,843 for the initial Grant Activity Period beginning on the Effective Date through December 31, 2027. Grant funds provided in subsequent years will be established as a part of the County's annual budget process set forth in and incorporated through amendment to this agreement. In no event shall the sum of the annual grant amounts exceed the Maximum Grant Project Amount.

C. The Grant is provided for the purpose of advancing the Project in accordance with this Agreement, including the performance of engineering, project management, and environmental review necessary to support delivery of the Grant Project consistent with available funding and approved scope as set forth in Exhibit B.

D. In no event will the County's obligation under this Agreement exceed the Maximum Grant Project Amount as a result of cost overruns or otherwise. Nothing in this Agreement shall be construed as an obligation of the County to increase the Maximum Grant Project Amount or to fund Project costs in excess of the Maximum Grant Project Amount.

SECTION 2.02 TERM OF GRANT AGREEMENT. The term of this Agreement begins on the Effective Date and shall terminate on December 31, 2029 unless earlier terminated as provided in section 2.09 herein.

SECTION 2.03 USE OF GRANT PROCEEDS. The Council agrees to perform and complete in a satisfactory manner the Grant Project, all as set forth in Exhibit B. The Council shall use the proceeds of the grant only for the purposes and consistent with the amount stated in Exhibit C. The Council shall not use the proceeds of the Grant for operating assistance for transitways, any other working capital expenses, or for any other purposes not identified in Exhibit B. The Council shall comply with all contractual and other requirements necessary to maximize matching funds, if any, identified by the Council for the Grant Project and the Project, as identified in section 2.12. In prior consultation with the County's Designee, the Council may reallocate funds among the standardized cost categories referenced in the Grant Project budget as shown in Exhibit B, provided, however, that any such reallocation shall be consistent with the County's contingency management requirements and other conditions identified. Grant proceeds may not be used for activities outside the approved Grant Project scope without prior written approval by the County.

SECTION 2.04 EXTENSION OF GRANT ACTIVITY PERIOD. Upon written request of the Council's Designee, a Grant Activity Period may be extended in writing by the County's Designee. At the end of the Grant Activity Period, including any extension, the County's obligation to continue to fund the Grant shall terminate, except as may be provided in sections 2.01 or 2.09.

SECTION 2.05 REQUIREMENTS FOR THE GRANT PROJECT. The Council agrees to comply with the following requirements:

A. The Council will not make any final governmental decisions for Engineering activities, including use of Grant funds for those activities, until any necessary environmental review, including any amendments, supplements, or other required changes to the environmental documentation, has been completed.

B. The Council shall provide to the County all information necessary for the County to provide fiscal oversight of the use of Grant funds, including the following:

   1. Monthly reports for the Grant Project that identify (i) expenditure activities and budget status, (ii) project change orders proposed, in-progress, and executed, and (iii) Engineering progress and schedule;
   2. Monthly report on anticipated risk to Grant Project scope and schedule arising out of Engineering;
   3. Upon request, copies of invoices and supporting documentation submitted by Project contractors;
   4. Upon request, any information generated by Council Project contractors, including copies of progress reports;
   5. Upon request, documentation identifying sources and uses of the Parties funding share and quarterly actual expenditures as compared to budget; and
   6. Any other requests for information as needed by the County.

C. The Council shall jointly develop a schedule with the County for the review of all related documentation and shall provide such documentation to the County in accordance with the agreed upon schedule.

D. The Council agrees to include the County in Grant Project decision-making activities under this Agreement as delineated in this Article and Article V. The Council will invite designated representatives from the County to participate in the Project meetings and activities, including, but not limited to all Project committee meetings and coordination meetings with the cities and interest groups. The Council staff will coordinate with the County's Contract Administrator with respect to all requests for actions from the Project Decision Board, Parties or the County relating to the Grant Project.

E. The Council and the County shall manage the Project as an integrated capital project, including maintaining a coordinated Project budget and schedule encompassing all Project components and contracts.

F. Following establishment of the Project Control Milestone at sixty percent (60%) design, any material changes to the Integrated Project scope, cost, or schedule shall be subject to review and approval in accordance with this Agreement.

G. Reports relating to scope, schedule, and budget shall be shared with the County and shall include information relating to the following:

1. The Project Management Plan and any updates;
2. The Financial Plan and any updates;
3. The Risk and Contingency Management plan and any updates;
4. Each new full revision to the Integrated Master Project Schedule; and
5. Any other report or information relating to Project scope, schedule, and budget as requested by the County or the Council's Designee.

SECTION 2.06 COUNCIL REPRESENTATIONS AND WARRANTIES. The Council represents and warrants to the County as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, it has taken all actions necessary to its execution and delivery of this Agreement, and it has the legal authority to perform the Project.

B. This Agreement is a legal, valid, and binding obligation of the Council, enforceable against the Council in accordance with its terms.

C. To the best of the Council's knowledge after due search inquiry, the Council has made no materially false statement or misstatement of fact in connection with its receipt of the Grant and all of the information it previously submitted to the County relating to the Grant or the disbursement of any of the Grant is true and correct.

D. To the best of the Council's knowledge after due search inquiry, it is not in violation of any provisions of the laws of the State of Minnesota, no actions, suits, or proceedings are pending before any judicial body or governmental authority against or affecting it relating to the Grant Project, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority that would impair its ability to enter into this Agreement or to perform any of the acts required of it in this Agreement.

E. Neither the execution and delivery of this Agreement, nor compliance with any of the terms, conditions, requirements, or provisions contained herein, 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.

SECTION 2.07 COUNCIL COVENANTS. The Council covenants with the County as follows:

A. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties contained in this Agreement.

B. It will make no materially false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it submits to the County relating to the Grant or the disbursement of any of the Grant will be true and correct.

C. It will use the Grant solely for expenditures to perform and complete the Grant Project or to pay for the completion of the Grant Project.

D. The Grant Project will be performed and 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 Grant Project.

E. It has complied or will comply with the Council share requirement contained in Section 2.12.

F. It will provide such satisfactory evidence regarding the representation and warranties described herein as may be reasonably required and requested in writing by the County.

SECTION 2.08 COUNTY'S GRANT PROJECT SHARES AND APPROVALS

A. The County will use good faith efforts to provide the Grant.

B. The County's approvals required under this Agreement will not be unreasonably withheld and the County approval decisions will not be unduly delayed.

SECTION 2.09 TERMINATION OR MODIFICATION FOR LACK OF FUNDS

A. The Grant under this Agreement is subject to the availability and provision of funding from proceeds of taxes authorized by Minnesota Statutes, Section 297A.993 and 398A.04, subd 8. If at any time these tax revenues available to the County are projected to be less than necessary to meet the County's financial commitments, then the County:

   1. Shall as soon as practicable notify the Council in writing of such situation; and
   2. May request an amendment to the payment schedule called for under this Agreement, or an amendment to reduce the Maximum Grant Amount, or cancel this Agreement.

B. Within 30 days after giving notice as provided for in Paragraph A of this Section, the County shall meet with the Council to discuss potential changes in the scope of the Grant Project and/or disbursement schedule that would allow the Grant Project to go forward in a modified form or to wind down the Grant Project.

C. Upon receipt of the County's notice of an amendment of the payment schedule, reduction of the Maximum Grant Amount, or cancellation of the Agreement, unless mutually agreed upon by the parties, the Council shall take all actions necessary to discontinue further commitments of funds to the extent they relate to this Agreement or the portions of this Agreement for which funding has become unavailable. If the parties do not agree on the potential changes within the 30-day period, either Party may initiate the alternative dispute resolution process set forth in Section 8.16. If the alternative dispute resolution process does not result in an outcome satisfactory to the Parties and the County cancels this Agreement, the project shutdown obligations in Section 6.03 will apply.

D. The Council shall immediately notify the County of any change in circumstances indicating that the Council will not receive anticipated funding sources identified in Section 2.12, if any. In such event, the County may cancel the Grant and this Agreement, unless the Council provides satisfactory evidence to the County that it will receive substitute funding for completion of the Grant Project.

E. Notwithstanding any other provisions of this Agreement to the contrary, if the County cancels this Agreement, the Council shall not be obligated under this Agreement to complete the Grant Project or complete the Project; or to fulfill any obligations under this Agreement, except those obligations which by their nature must survive in order to give effect to their meaning, including:

1. Section 2.03: Use of Grant Proceeds;
2. Section 2.05.B: Monthly reporting;
3. Section 2.09.F: The Council's cayment commitments;
4. Section 2.09.G: No penalties or costs due to contract termination;
5. Section 2.11 Reimbursement of County;
6. Section 2.13: Reconciliation and Final Report;
7. Section 3.04: County Not Liable;
8. Section 6.01 Contingency Management;
9. Section 6.02: Indemnification;
10. Section 6.03: Project Shutdown Obligations;
11. Section 8.01: Record keeping and reporting;
12. Section 8.04: Liability;
13. Section 8.05: Relationship of the parties;
14. Section 8.06: Contract administration;
15. Section 8.10: Choice of law and venue;
16. Section 8.13: Supplemental reports;
17. Section 8.15: Acknowledgment of County Funding for the Project; and
18. Section 8.18: Use of Contractors

F. Notwithstanding any amendment, reduction, or cancellation under this Section 2.09 because of lack of County funds, the County shall allow the Council to use any disbursed Grant funds for any amounts that were actually expended by the Council for the Grant Project prior to receipt of County's notice as provided for in the above paragraph, and for amounts owed to the Council's consultants, contractors, subcontractors, suppliers, and others for completed and acceptable work that has either not been invoiced to the Council or actually paid by the Council as of the time of the notice.

G. Notwithstanding any provisions in this Agreement, the County shall not be assessed nor pay any costs incurred to litigate, arbitrate, resolve, or settle any penalties, claims, costs, losses, or damages demanded due to termination of any contracts, relating to the Grant Project, with consultants, contractors, subcontractors, suppliers and others (including without limitation attorney's fees, experts fees and charges, including engineers, architects, and other professionals, in preparation for settlement or trial or for testimony, and all court or arbitration or other dispute resolution costs).

SECTION 2.10 GRANT NOT A LOAN. The Grant is not intended to be a loan.

SECTION 2.11 REIMBURSEMENT OF THE COUNTY. Within 60 days of the receipt of written demand, the Council shall reimburse the County for the following:

A. Any funding provided by the County for which the Council's books, records, and other documents are not sufficient to substantiate that those amounts were used by the Council to perform the Grant Project.

B. Any amount paid by the County for Grant Project costs that either duplicate costs covered by other specific grants or agreements, or costs determined by the County to be non-eligible under the provisions of this Agreement.

C. Any amount identified as a financial audit exception.

D. Any amount in excess of the Maximum Grant Amount to be returned to the County pursuant to Section 2.01 of this Agreement.

E. Any amount to be refunded to the County pursuant to Section 2.13 of this Agreement.

F. Any interest earnings generated by funds the County provides to the Grant Project.

SECTION 2.12 COUNCIL'S SHARE OF THE GRANT PROJECT. The Council shall obtain and supply funds for the completion of the Grant Project, in the amount of $10,305,000, as set forth in Exhibit C.

Any funds intended to meet the above requirement must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions that have been or will be used to complete or pay for the Grant Project.

SECTION 2.13 RECONCILIATION AND FINAL REPORT.

A. Within six months of completion of Engineering or termination of the Grant Project, the Council shall provide a preliminary written financial report of all expenditures made by the Council for the Grant Project, the amounts and sources of all funds received from any source for the Grant Project (including interest earnings thereon), the amount of disbursed but unexpended funds remaining pursuant to this Agreement, and a preliminary estimate of the refund owed, if owed.

B. The Council shall certify and provide a final written report of all expenditures made for the Grant Project, the amounts and sources of all funds received for the Grant Project (including interest earnings on Project Funds), the amount of these amounts are subject to verification by the County and/or independent audit. This verification process shall not be deemed to supersede the dispute resolution process in Section 8.16.

C. The written reports required in this Section shall be made in the format and at a level of detail requested by the County after consultation with the Council.

ARTICLE III DISBURSEMENT OF GRANT PROCEEDS

SECTION 3.01 DISBURSEMENTS. Subject to the conditions set forth in Exhibit C, the County agrees to make timely Disbursements from the Grant to the Council from time to time in an aggregate total amount less than or equal to the Maximum Grant Project Amount.

In consultation with the Council's Designee, Exhibit C may be revised by the County's Designee in accordance with the Agreement. The County's Contract Administrator will review the disbursement schedule in Exhibit C at least quarterly. If the County's Contract Administrator finds that forecasted expenditures are likely to be significantly less than approved Grant disbursement schedule, the County or the County's Designee may reduce the Maximum Grant Amount accordingly. In no event, however, will the County's Designee increase the Maximum Grant Project Amount.

SECTION 3.02 DISBURSEMENT REQUESTS. In order to receive a Disbursement of a portion of the Grant, the Council shall submit to the County's Contract Administrator a disbursement request in accordance with Exhibit C and duly executed on behalf of the Council by the Council's Contract Administrator ("Disbursement Request"). Disbursement Request amounts shall be for sums no greater than the monthly amounts identified in Exhibit C, and made for no sooner than the anticipated schedule of Disbursements set forth in Exhibit C.

At the time of submission of each Disbursement Request the Council shall submit to the County such supporting evidence as may be requested by the County to substantiate all expenditures that are to be paid using Grant funds to be provided pursuant to the relevant Disbursement Request. The County's Designee, in consultation with the County's Contract Administrator, may withhold or reduce the Disbursement amount if (i) the Council's cash balance exceeds the amount to be disbursed in any given month and project activities expenditures are estimated to be within the amount of the available cash balance, or (ii) the Council fails to provide evidence reasonably necessary and sufficient to support the Disbursement Request, as determined by the County's Contract Administrator.

If the Council has complied with all requirements of this Agreement and the County, acting through the County's Contract Administrator, approves the relevant Disbursement Request, then the County shall approve the Disbursement Request and authorize the payment to the Council.

SECTION 3.03 CONDITION PRECEDENT TO ANY DISBURSEMENT. The obligation of the County to make any Disbursement hereunder shall be subject to the following conditions precedent:

A. Prior to the first Disbursement, the County shall have received evidence, in form and substance acceptable to the County, that (i) the Council has legal authority to and has taken all actions necessary to enter into this Agreement, (ii) this Agreement is binding on and enforceable against the Council, and (iii) the Council has fulfilled such other terms as set forth in Section 2.12 and Exhibit C.

B. If the Council becomes aware of any material change in circumstances which would render the information in Paragraph A above incorrect, the Council shall notify the County of such change in circumstances within ten business days of becoming aware of such change in circumstances or prior to the next Disbursement Request, whichever is earlier.

C. For all Disbursements:

1. The County shall have received a Disbursement Request for such disbursement specifying the amount of Grant funds being requested, which amount when added to all prior requests for disbursements shall not exceed the Maximum Grant Amount set forth in Section 2.01.
2. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
3. The Council has supplied to the County all other items that the County may reasonably require.

SECTION 3.04 COUNTY NOT LIABLE. Subject to Section 2.09, if applicable, the County is not liable to the Council for costs, claims, damages, consequential damages, or liabilities of any nature or kind for the Council’s failure to use Grant funds in accordance with the terms of this Agreement and the terms of any contract entered into by the Council for the Grant Project.

ARTICLE IV ACQUISITION OF REAL PROPERTY

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ARTICLE V PROJECT DECISION BOARD

SECTION 5.01 Board Establishment. Within 90 days of the Effective Date, the Parties shall establish a Project Decision Board to perform such duties as assigned to it by this Agreement.

SECTION 5.02 Composition. The PDB shall be composed of the following members: Two members of the Metropolitan Council appointed by the Council; two Ramsey County Commissioners appointed by the County; one Ramsey County Regional Railroad Authority Commissioner appointed by the Ramsey County Regional Rail Authority. Each Party may also appoint alternates.

SECTION 5.03 Procedure. The PDB shall adopt bylaws (PDB Bylaws) to provide for its efficient operation and the effective performance of its duties. Following the adoption of the PDB Bylaws by the PDB, the Parties agree that the PDB Bylaws will be incorporated into the Agreement as Exhibit D, notwithstanding the requirements of Section 8.08. Such bylaws shall provide for election of officers, the keeping of records, parliamentary procedures, execution of any duty assigned to the PDB by this Agreement, and any other subject within the authority of the PDB, except that all such bylaws shall be consistent with and subject to this Agreement, and to any applicable law. In all cases, an affirmative vote of the PDB requires at least one vote in favor from an appointee of the Metropolitan Council and at least two votes in favor from an appointee of the County.

SECTION 5.04 Powers. The PDB shall have the following powers, responsibilities, and duties:

A. To approve or authorize negotiation and execution of Project agreements, contracts, amendments, and change orders, as well as the acquisition of right of way, occurring after the establishment of the PDB. The Parties shall execute no agreement, contract, contract amendment, or change order providing for the use of more than $150,000 in Project funds without the prior approval of the PDB.

B. To authorize the issuance of requests for proposals and invitations for bid for the following contracts: (a) the civil construction contracts, (b) the systems contract (if separately procured), (c) landscaping contract, (d) vehicle purchase, and (e) any other contracts to be paid using project funds. The County and Council shall issue no invitation for bid or request for proposals for these contracts without the authorization of the PDB.

C. To review and approve the scope, schedule, and budget of the Project and any changes thereto at 30%, 60% and 90% design levels.

D. To conduct an in-depth review of the Project at the Project Control Milestone and to establish a Baseline Cost Estimate, schedule and scope of the Project. Based on its review, the PDB shall determine whether to: approve the Project baseline scope, schedule and cost estimate; authorize advancement into final design; and/or establish any conditions or required actions prior to advancement into final design. The Parties shall not adopt or change the approved 60% baseline scope, schedule and cost estimate of the Project without the approval of the PDB.

E. To advise on policy matters arising in the community engagement process.

F. To consider any issues mutually brought to the PDB by the County and Council Designees pursuant to Section 5.05.

G. To resolve disputes that remain unresolved after consideration by the Senior Management Team. If the PDB is unable to resolve the dispute, the Parties will attempt to resolve the dispute pursuant to Section 8.16.

H. To consider any matter deemed appropriate by the PDB.

SECTION 5.05 Integrated Project Acknowledgment. The Parties acknowledge that the Project is an Integrated Project delivered through multiple, coordinated contracts and that the majority of Project decisions are appropriately addressed through staff-level coordination and senior staff resolution. To facilitate joint decision-making relating to the Integrated Project and Cross-Contract Interface, the parties will establish a project management team and a senior management team with the following responsibilities:

A. The Project Management Team will be responsible for day-to-day Project management, design development, technical coordination, and resolution of technical issues. The Project Management team shall include the County's Contract Administrator and the Council's Contract Administrator, as well as representatives of the design consultants, financial staff and such other staff as needed as issues arise.

B. The Senior Management Team will be responsible for issues that arise that are material in nature and have broader policy implications for the Parties. The Senior Management Team shall include the County's Designee and the Council's Designee, as well as such other executive level staff as needed, including legal counsel. The Senior Management Team shall also be responsible for resolving disputes arising in the delivery of the Integrated Project and Cross-Contract Interface that were not resolved by the Project Management Team.

C. The Project Management Team and the Senior Management Team shall make good faith efforts to resolve all disputes in accordance with the terms of this Agreement and adopted policies of the Parties and the PDB (including the approved scope, schedule and budget for the Project.) In the event that the Senior

Management Team is unable to resolve a dispute, the Senior Management Team shall request the PDB to consider the issue and approve any resolution.

The County's Designee and the Council's Designee may bring key decisions on significant aspects of the project to the Project Decision Board (PDB) for mutual agreement. The Council and the County will timely share information such that staff and policy makers can implement this cooperative approach.

ARTICLE VI FINANCIAL OVERSIGHT

SECTION 6.01 CONTINGENCY MANAGEMENT. Excess funds resulting from low bids shall be deposited in the unallocated contingency. These funds and all other Grant Project funds must be managed pursuant to the change control and financial oversight processes established by the County. Such oversight shall include, but not be limited to, the PDB and the PDB Operating Procedures as adopted by the PDB, to be incorporated into this Agreement upon adoption by the PDB without further action by the Parties and to be contained in Exhibit D, as may be amended from time to time. Such oversight shall include, but not be limited to, review and approval of the project costs and budget at the 30%, 60%, and 90% levels of design.

SECTION 6.02 INDEMNIFICATION. Except to the extent caused by the County’s acts or omissions and subject to and limited by Minn. Chap. 466 and any other applicable law, the Council agrees to defend, indemnify and hold harmless the County, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands including attorney’s fees arising out of, resulting from, or relating to the performance of the Grant Project by the Council or Council’s employees, agents, or contractors. The Council’s obligation herein is not a Grant Project cost to be paid by the County.

SECTION 6.03 PROJECT SHUTDOWN OBLIGATIONS.

A. <u>Project Shutdown Prior to Revenue Service.</u> If the Grant Project is cancelled or otherwise discontinued prior to revenue service, the following are Project costs that may be paid from Grant funds, but must be actual and verifiable costs incurred by the Council for activities authorized in this Agreement:

1. Contractual encumbrances, buyouts, and other liabilities pursuant to contracts with the Council as approved by the County (the Council must not enter into or extend any contracts agreeing to buyout, restoration obligations, penalties, or other shutdown liabilities in excess of actual and verifiable expenses without the consent of the County or the Council’s Designee);
2. Reasonable expenses of Project Office shutdown, consistent with the Council’s employment policies (the County must be directly involved in decision making).

In the event that shutdown costs not covered by this Agreement are identified by the Council, the Parties agree to meet and discuss in good faith responsibility for the payment of such expenses. The Council shall make good faith efforts to mitigate expenses under this section.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01 EVENT(S) OF DEFAULT. The following shall, unless waived in writing by the County, constitute an Event of Default under this Agreement:

A. If any representation, covenant, or warranty made by the Council herein, in any other document furnished pursuant to this Agreement, or in order to induce the County to disburse any of the Grant, is untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Council fails to fully comply with any material provision, term, condition, covenant, or warranty contained in this Agreement.

C. The Council's obligation to perform and complete the Grant Project as described in Exhibit B is contingent on the County's disbursement of Grant funds in accordance with this Agreement.

Waiver by the County of any non-compliance shall not excuse future non-compliance with the same or other provisions.

SECTION 7.02 NOTICE OF EVENT OF DEFAULT AND OPPORTUNITY TO CURE

A. <u>Council Notice</u>. If the Council has obtained knowledge of the occurrence of an Event of Default, or an event that with the giving of notice or lapse of time or both would constitute an Event of Default, the Council will furnish to the County as soon as possible, but not later than 21 calendar days after obtaining such knowledge, a statement setting forth details of each Event of Default, or event that with the giving of notice or lapse of time or both would constitute an Event of Default, and the action that the Council proposes to take with respect thereto.

B. <u>County Notice</u>. If the County determines that an Event of Default has occurred, it will provide the Council written notice of such Default. Upon receipt of such notice, the Council shall have thirty days in which to cure such Event of Default, or such longer period of time to which the County agrees as may be reasonably progress in curing such Event of Default (the "Cure Period"). In no event shall the Cure Period for any Event of Default exceed six months. Within ten business days after receipt of notice of an Event of Default, Council shall propose in writing the actions that the Council proposes to take, and the schedule required to cure the Event of Default.

SECTION 7.03 REMEDIES. Upon the Council's failure to cure an Event of Default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:

A. The County may refrain from disbursing the Grant, except as set forth in Section 2.09, provided, however, the County may make such a disbursement after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Grant is funded in whole or in part directly from proceeds of taxes authorized by Minnesota Statutes, Sections 297A.993, or 398A.04, subd. 8, the County may demand that any portion of the Grant funded directly by said taxes that have been already disbursed to the Council to return to the County, and upon such demand the Council shall return such portion, except asset forth in Section 2.09, to the County.

C. The County may terminate this Agreement and its obligation to provide Grant funds under this Agreement for cause by providing thirty days' written notice to the Council.

The County may enforce any additional remedies it may have in law or equity. The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the County would otherwise possess.

Prior to the County demanding return of any portion of the Grant already disbursed to the Council, or terminating this Agreement, the County shall meet with the Council to discuss wind down of the Grant Project. Notwithstanding any provisions in this Agreement, the County shall not be assessed nor pay any costs incurred to litigate, arbitrate, resolve, or settle any penalties, claims, costs, losses or damages demanded due to termination of any contracts with consultants, contractors, subcontractors, suppliers, and others (including, without limitation, attorney's fees; all fees and charges incurred for experts, including engineers, architects, and other professionals, in preparation for settlement or trial, or for any testimony; and all court or arbitration or other dispute resolution costs).

ARTICLE VIII GENERAL PROVISIONS

SECTION 8.01 RECORDS KEEPING AND REPORTING. The Council shall maintain or cause to be maintained books, records, documents, and other evidence pertaining to the following:

A. Costs or expenses associated with the completion of the Grant Project; and

B. Compliance with the requirements contained in this Agreement.

The Council shall, upon request, allow or cause the entity which is maintaining such items to allow the County, auditors for the County, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of its books, records, papers, or other documents relevant to the Grant. The Council shall use or cause the entity that is maintaining such books and records to use generally accepted accounting principles in the maintenance of such books and records, and shall retain or cause to be retained all of such books, records, documents, and other evidence for a period of six years from the date of close-out of the Project pursuant to Section 2.13.

SECTION 8.02 DATA PRACTICES. The Council will comply with the Minnesota Government Data Practices Act with regard to all government data collected, created, stored, maintained, and disseminated in connection with this Agreement.

SECTION 8.03 NON-DISCRIMINATION. The Council agrees to not engage in discriminatory employment practices in the completion of the Grant Project and it shall, with respect to such activities, fully comply, and cause its contractors to comply, with the applicable provisions contained in Minnesota Statutes, Chapter 363A and Minnesota Statutes, Section 181.59, as may subsequently be amended, modified, or replaced from time to time.

SECTION 8.04 LIABILITY. Except as specifically provided herein, each Party agrees that it will be responsible for its own acts and omissions, as well as the acts and omissions of its officers, employees, contractors, and volunteers, and the results thereof, to the extent authorized by law and shall not be responsible for the acts and omissions of the other Parties, their officers, employees, contractors, and volunteers, and the results thereof. The Parties expressly agree that they do not waive any limitations of liability or immunities or defenses available to them by statute or common law, in connection with activities undertaken pursuant to this Agreement.

SECTION 8.05 RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement is intended or should be construed in any manner to create or establish the relationship of co-partners or a joint venture between the Council and the County, nor shall the Council be considered or deemed to be an agent, representative, or employee of the County in the performance of this Agreement or the completion of the Grant Project and the Project. Notwithstanding the use of Grant Project funding under this Agreement for the payment of any portion of Council employees' salaries, all personnel of the Council, while engaging in the performance of this Agreement or the completion of the Grant Project and the Project, shall not have any contractual relationship with the County and shall not be considered employees of the County for purposes of claims under the Workers' Compensation Act of the State of Minnesota. In addition, all claims that may arise on behalf of said personnel while so engaged, out of employment or alleged employment, including, but not limited to, discrimination against the Council or its officers, agents, contractors, or employees, shall in no way be the responsibility of the County. Such personnel shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay, or retirement benefits.

SECTION 8.06 CONTRACT ADMINISTRATION. The Council's Contract Administrator shall manage this Agreement on behalf of the Council and serve as liaison between the Council and the County. The County's Contract Administrator shall manage this Agreement on behalf of the County and serve as liaison between the County and the Council.

SECTION 8.07 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 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 Council at:

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

With a copy to:

Metro Transit METRO Bronze Line Project Manager
121 7th Place East
Suite 102
Saint Paul, MN 55101

To the County at:

County Manager
15 W Kellogg Blvd,
205 Courthouse
Saint Paul, MN 55102

With a copy to:

Ramsey County Public Works
ATTN: Ramsey County METRO Bronze Line Project Manager
1425 Paul Kirkwold Drive
Arden Hills, MN 55112

And to:

Metropolitan Council Office of General Counsel
390 Robert Street North
Saint Paul, MN 55101

And to:

Ramsey County Attorney's Office
ATTN: RCRRA Attorney
360 Wabasha Street N
Suite 100
Saint Paul, MN 55102

SECTION 8.08 BINDING EFFECT AND ASSIGNMENT OR MODIFICATION. This Agreement shall be binding upon and inure to the benefit of the Council and the County, and their respective successors and assigns; provided, however, that the Council may not assign any of its rights or obligations under this Agreement without the prior written consent of the County. Unless provided herein, no change or modification of the terms or provisions of this Agreement shall be binding on either the Council or the County unless such change or modification is: (i) in writing, (ii) approved by their respective governing boards, and (iii) legally executed.

SECTION 8.09 WAIVER. Neither the failure of the Council or the County 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 Council or the County to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term or provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Council or the County 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 8.10 CHOICE OF LAW AND VENUE. All matters relating to the validity, construction, performance, or enforcement of this Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed, and venued in the State of Minnesota District Court located in the County of Ramsey, State of Minnesota.

SECTION 8.11 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 8.12 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. This Agreement, and any other documents to be delivered in connection herewith, may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SECTION 8.13 SUPPLEMENTAL REPORTS. The Council shall promptly provide additional information and make supplemental reports to the County as may be reasonably requested by the County.

SECTION 8.14 SURVIVAL OF OBLIGATIONS. All obligations of the Council hereunder, including but not limited to those stated in Section 2.09, not fully performed as of the date of completion of the Grant Project or expiration or earlier termination of this Agreement shall survive such completion of the Grant Project or termination of this Agreement, and the Council, its successors and assigns, shall be fully bound by such obligations, unless waived by the County.

SECTION 8.15 ACKNOWLEDGMENT OF COUNTY FUNDING FOR THE PROJECT. The Council shall acknowledge Ramsey County and RCRRA as funding partners in all promotional, branding, and educational materials during the Grant Project.

SECTION 8.16 ALTERNATIVE DISPUTE RESOLUTION. In the event of a dispute between the Parties arising under this Agreement, the Parties agree to attempt to resolve their dispute by following the process described below:

A. A party (the “Initiating Party”) may initiate this dispute resolution process by providing the other party (the “Responding Party”) with a written notice describing the perceived dispute, the Initiating Party’s position and underlying reasons therefor.

B. The Responding Party shall, within ten business days of receipt of such notice, provide the Initiating Party with a written response describing its views of the perceived dispute, the Responding Party’s position, and underlying reasons therefor.

C. Within fourteen business days from the date the Initiating Party receives the Responding Party’s response, the Parties shall meet to resolve the dispute. The Parties may meet for up to five (5) consecutive business days to resolve the dispute. If substantial progress is being made toward resolution, the Parties may mutually agree to meet for additional days until a resolution is reached or an impasse is declared by either Party. If an impasse is declared, within ten (10) business days of the impasse, the Parties shall select a mutually-agreed-upon neutral facilitator to mediate the dispute. Costs of such facilitator shall be shared equally by the Parties.

D. At the first meeting the neutral facilitator will assist the Parties in identifying the appropriate parties and participants in the dispute resolution process and their concerns and will establish a meeting agenda for any subsequent meetings. The Parties shall cooperatively develop a process for resolving the dispute, which could involve additional negotiations, mediation, or arbitration.

E. In developing the process, the Parties will be guided by the following principles:

1. The Parties will attempt in good faith to reach a negotiated settlement.
2. The Parties will be fairly represented.
3. The Parties will use legal proceedings as a last resort.
4. The Parties acknowledge the County's Project Share is an essential component to the successful completion of the Grant Project and completion of the Project.
5. The Parties acknowledge that the County's obligation to fund the Project is limited to and governed by the terms of this Agreement.

In the event the Parties are unable to resolve the dispute, each Party shall retain all rights, remedies, and defenses it had prior to entering the process, except that each Party shall be responsible for its own attorney's fees and costs.

SECTION 8.17 COMPLIANCE WITH LAWS. The Council shall perform and complete the Grant Project 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 Grant Project.

SECTION 8.18 USE OF CONTRACTORS.

A. The Council may enter into agreements with contractors or other entities to perform Grant Project activities. However, the Council retains responsibility for performance of the Grant Project. The use of such agreements or contracts does not relieve the Council from any of its obligations under this Agreement.

B. If the Council engages any contractors to perform any part of the Grant Project activities, the contract for such services shall include the following provisions, and the Council shall require any contractors to include the following provisions in any subcontract: (Note: these requirements are in addition to other requirements for such contracts set forth in this Agreement.)

1. The contractor must maintain all records and provide all reporting as required by this Agreement.
2. For all contracted work, the contractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused, whether in whole or in part, by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
3. The contractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming the County as additional insureds to the extent allowed by Minnesota Statutes, Chapter 337, and provide to the Council prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage.
4. The contractor must be an independent contractor for the purposes of completing the contracted work.
5. Except with respect to the County's designation as a third-party beneficiary with contract enforcement rights under the Real Estate Services Master Contract and Appraisal Services Master Contract, the contractor must acknowledge that the contract between the Council and the contractor does not create any contractual relationship between the County and the contractor.
6. The contractor shall perform and complete the Grant Project in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Grant Project.

SECTION 8.19 INCORPORATION OF RECITALS AND EXHIBITS. The Recitals and Exhibits are true and correct and are incorporated herein.

SECTION 8.20 NO WAIVER. The terms of this Agreement are not to be construed as, or operate as, waivers of the Parties' statutory requirements or authorities, including but not limited to the Council's authorities pursuant to Minnesota Statutes, Sections 473.411, 473.448 and 473.449.

SECTION 8.21 SUPREMACY OF THIS AGREEMENT. Upon the Effective Date of this Agreement, the Capital Grant Agreement for The Project Development Phase for the Metro Purple Line Bus Rapid Transit Project with the Metropolitan Council (Metropolitan Council Agreement #21I040), as amended, is terminated.

IN TESTIMONY HEREOF, the Council and the County have executed this Agreement on the day and date indicated immediately below their respective signatures.

SIGNATURE PAGE FOR CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

METROPOLITAN COUNCIL

By: ______________________________
Regional Administrator

Date: ____________________________

RAMSEY COUNTY

By: ______________________________
Chair, Ramsey County Board of Commissioners

Date: ____________________________

By: ______________________________
Chief Clerk, Ramsey County Board of Commissioners

Date: ____________________________

Approved as to form:
Larry Scott Schwahn
Assistant Ramsey County Attorney

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By: ______________________________
Chair, Ramsey County Regional Railroad Authority

Date: ____________________________

Approved as to form:
Larry Scott Schwahn
Larry Scott Schwahn (Aug 13, 2026 11:27:20 CDT)
Assistant Ramsey County Attorney

Exhibit A - Bronze Line Project Description

The Bronze Line Project is a proposed 9.8-mile Bus Rapid Transit (BRT) route connecting downtown Saint Paul, Saint Paul's East Side, and Maplewood. The route will operate:

- From Union Depot through downtown in existing side-running bus lanes on 5th Street and 6th Street and mixed traffic elsewhere to Mt. Airy Station,
- Between Mt. Airy Station and Arcade Station in new side-running, semi-exclusive bus lanes along Pennsylvania Avenue and Phalen Boulevard,
- Between Arcade Street Station to Maryland Ave in new exclusive bus lanes alongside a reconstructed Bruce Vento Regional Trail, Along Maryland and White Bear avenues in Saint Paul (south of Larpenteur Avenue) in new side-running, semi-exclusive bus lanes, and
- Along White Bear Avenue (north of Larpenteur Avenue) and Beam Avenue to the Maplewood Mall Transit Center in mixed traffic.

The Project design will also include pedestrian and bicycle access; roadway, streetscape, and landscape improvements; and restructured local bus route connections.

The Project includes:

- 22 stations (17 new and 5 pre-existing) with these features:
  - Off-board fare collection, near level boarding, light, on-demand heat, NexTrip real time signs, emergency telephones, security cameras, and trash/recycling containers.
- 9.8 miles of new bus lanes in these locations:
  - Existing bus lanes on 5th and 6th Street
  - Semi-exclusive, side-running bus lanes on Pennsylvania Avenue and Phalen Boulevard between Jackson Street and Payne Avenue
  - Exclusive, bus lanes in the Ramsey County rail right-of-way primarily along Phalen Boulevard from Arcade Street to Maryland Avenue
  - Semi-exclusive, side-running bus lanes on Maryland Avenue between Johnson Parkway and White Bear Avenue
  - Semi-exclusive, side-running bus lanes on White Bear Avenue between Maryland Avenue and Larpenteur Avenue
- 2 new bridges in these locations:
  - BRT only bridge over the Bruce Vento Regional Trail and the potential future daylighted Phalen Creek near Arcade Street Station
  - BRT and trail bridge over Johnson Parkway

Project Segments

- Segment 1 – From Union Depot to 14th Street along Robert Street
  - Improvements for the End of the Line Bronze Line Station at Union Depot

  - Union Depot C Sibley Station, Union Depot C Wacouta Station, 5th St C Robert Station, and 6th St C Jackson Station completed by the METRO Gold Line project
  - 10th Street Station to be completed by the METRO G Line project

- Segment 2 - From 14th Street at Robert Street to Pennsylvania Avenue at Jackson Street
  - Most elements advanced through preliminary engineering (~30% design complete)
  - Consistent with the Locally Preferred Alternative (2017), 15% Design Plans (2020), Environmental Assessment (2020) and 30% Design Plans (2022)
  - Two new stations (14th St, Mt. Airy)

- Segment 3 – Pennsylvania Avenue from Rice Street to Mississippi Street
  - Full Reconstruction of Pennsylvania Ave from Rice to Mississippi Ave
  - Preferred concept will be completed by County before the start of this contract
  - This segment is entirely within the County's design scope

- Segment 4 – Phalen Boulevard from Mississippi Street to Neid Avenue
  - Mill and overlay featuring semi-exclusive side running bus lanes in County's design scope
  - Most elements advanced through preliminary engineering (~30% design complete)
  - Consistent with the Locally Preferred Alternative (2017), 15% Design Plans (2020), Environmental Assessment (2020) and 30% Design Plans (2022)
  - Three new stations (Olive St, Cayuga St, Payne Ave) in Council's design scope

- Segment 5 – Ramsey County Rail Right-of-Way from Arcade Street to Maryland Avenue
  - Most elements advanced through preliminary engineering (~30% design complete)
  - Roadway and trail work
    - 1.5 miles trail reconstruction (County ROW)
  - Two new bridges
    - BRT bridge over Bruce Vento Regional Trail and potential future daylighted Phalen Creek near Arcade St Station. Design status 30% includes plans submitted but not finalized.
    - BRT and trail bridge over Johnson Parkway. Design status is at 1% conceptual design.
  - 1.5 miles of exclusive bus lanes
  - Traffic Signal Scope

        - Construct 5 new signal systems, 7 signal systems replaced/modified
        - 11 signals to have Transit Signal Priority (TSP)
    - ROW Acquisition
        - Estimated 50 parcels

- Segment 6 – Maryland Avenue (from Johnson Parkway to White Bear Avenue) and White Bear Avenue (from Maryland Avenue to Larpenteur Avenue)
    - Full roadway reconstruction featuring semi-exclusive side-running bus lanes
    - Consistent with the County letter (3/22/2023) and Route Modification Study Phase II (2023- 2024)
    - Five new stations (Clarence St, Hazelwood St, White Bear Ave, Arlington Ave, Idaho Ave)
        - 3 stations on Maryland to be shared with METRO H Line
    - 2.0 Miles of Bus Lanes
        - 1.1 miles of semi-exclusive lanes (Maryland Ave)
        - 0.9 miles of semi-exclusive lanes (White Bear Ave)
    - Traffic Signals
        - 9 existing traffic signal systems will be replaced and include TSP and signal interconnect
    - New roadway, boulevards, sidewalks, signals, lighting and pedestrian crossings
        - 1.1 miles reconstruction (Maryland Ave)
        - 0.9 miles reconstruction (White Bear Ave)
    - Right-of-way acquisition
        - 220 parcels along Maryland and White Bear Ave
    - Maryland and White Bear Ave
        - Both roadways operated and maintained by Ramsey County
        - Segment currently at 1% Conceptual Design

- Segment 7 – White Bear Avenue from Larpenteur Avenue to Maplewood Mall Transit Center
    - Consistent with the new proposed BRT PROJECT definition in Maplewood design status at 1% conceptual design
    - 6 Stations
        - 5 new stations (Frost, CR B, 11th/Gervais, CR C, Radatz)
        - 1 improved end of the line station (Maplewood Mall Transit Center)
    - ROW acquisition limited to station platforms
        - Estimated 20 parcels (4 parcels per station)
    - Improvements at 5 station intersections
        - Sidewalk curb ramps and pedestrian signals
        - Transit pavement markings

        - Replacement of traffic signals
        - TSP at all 10 signalized intersections on alignment
    - White Bear Ave and Beam Ave
        - Both roadways are operated by Ramsey County
        - White Bear Ave between Frost and Beam scheduled for mill/overlay in 2026
        - Full pavement reconstruction on White Bear Ave between Frost and Beam

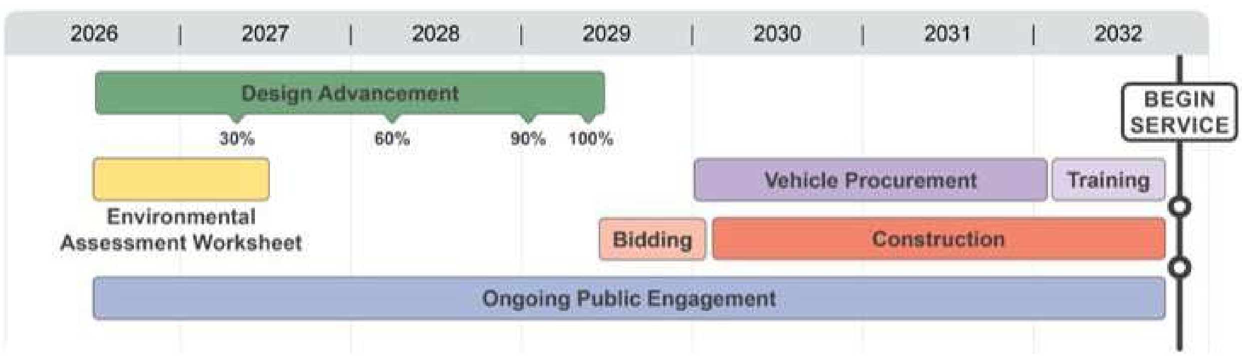
<u>Proposed Level of Service</u>

The Project is anticipated to have a one-way end-to-end travel time of 36 minutes. Anticipated frequency of service for the Project is summarized below:

Day of the Week	Period	Frequency
Weekdays	6:00am – 8:00pm	10 Minutes
	5:00am – 6:00am 8:00pm – 12:00am	20-30 Minutes
Weekend Days	6:00am – 6:00pm	15 Minutes
	6:00pm – 10:00pm	20 Minutes

<u>Project Schedule</u>

The Project schedule is summarized in the figure below:



<u>Proposed Revenue Service Date</u>

The Project is anticipated to achieve Revenue Service in late 2032

Project Cost Estimate

The current cost estimate for the Project was developed as part of the Route Modification Study during the summer of 2025. Since the development of the estimate, scope has been added to the project, and the approach to delivering the project has changed. The next update to the cost estimate will be based on the 30% design plans, expected in the summer of 2027.

Transit Construction	$129,500,000
Roadway Construction (1)	$95,063,000
Real Estate Acquisition	$10,872,000
Vehicles (2)	$33,306,000
Professional Services (1) (3)	$65,131,000
Contingency	$39,330,000
TOTAL	**$373,202,000**

(1) Excludes pavement replacement on White Bear Avenue between Frost and Beam Avenues in Maplewood.

(2) Assumes electric bus fleet.

(3) Assumed a continuation of Purple Line consultant contracts, and not a procurement of new consultant contracts.

Exhibit B - Grant Project Description

The Grant Project at a high level consists of:

- The activities carried out and deliverables produced by the Council's Environmental, (Transit) Engineering, and Project Management Consultant (Council Contract #26P018) during the pre-construction phase of the Project,
- The activities carried out and deliverables produced by consultants under the Council's Real Estate Services Master Contract during the pre-construction phase of the Project,
- The activities carried out and deliverables produced by consultants under the Council's Appraisal Services Master Contract during the pre-construction phase of the Project, and
- The activities carried out and deliverables produced by Council staff during the pre-construction phase of the Project.

<u>Pre-Construction Phase</u>

The pre-construction phase is assumed to run from October 1, 2026 through December 31, 2029.

<u>Environmental, Transit Engineering & Project Management Services Consultant</u>

This scope of work includes:

- Environmental:
  - Discretionary environmental assessment worksheet
- Engineering & Design:
  - 17 new BRT stations
  - End-of-the-line improvements at Maplewood Mall Transit Center and Union Depot
  - BRT bridge over the Bruce Vento Regional Trail near Arcade Street Station
  - BRT and trail bridge over Johnson Parkway
  - Bruce Vento Regional Trail relocation and reconstruction between Arcade Street and Johnson Parkway
  - Exclusive bus lanes between Arcade Street and Johnson Parkway
- Project Management:
  - Staff support in a variety of project management areas, including administrative, public participation, permitting, financial management, interagency and third party agreements, agency and railroad coordination, cross contract coordination, utility coordination, and right-of-way acquisition
  - Preparation and maintenance of project management plans, policies, and procedures

- Project controls, including cost estimating (capital, operations and maintenance, contract and change order), ridership forecasting, project scheduling, project reporting, and risk management
- Safety and security, including preliminary hazard analysis, and threat and vulnerability assessment

Real Estate Services and Appraisal Services

This scope of work is for real estate and appraisal services to support temporary and permanent project acquisition of approximately 290 parcels from publicly and privately held residential, commercial, industrial and transportation properties throughout the corridor. No full acquisitions resulting in the displacement of businesses or residents are expected at this time. These services are anticipated to be delivered via work orders, paid for and managed by the County, and issued under master contracts held by the Council.

Council Staff

Below is a list of Council staff expected to serve as staff to the Project.

Project Position	Incumbent	Project Allocation	Grant Project Funding
Transit Project Manager	Craig Lamothe	100%	100% Met Council
Transit Engineering Manager	Morgan Abbott	100%	100% Met Council
Public Participation Manager	Liz Jones	100%	100% Ramsey County
Environmental Lead	Erika Wilder	65%	100% Ramsey County (thru Environmental Decision)
		50%	100% Met Council (after Environmental Decision)
Agreements Lead	Jeff Busse	100%	50% Met Council 50% Ramsey County
Project & Contract Management Lead	Edwin Awason	100%	100% Met Council
Executive Assistant / Office Manager	Liz Sund	100%	50% Met Council 50% Ramsey County
Community Outreach Coordinator	Vacant	100%	100% Met Council
Utility Relocation Coordinator / Construction Advisor	Steve Barrett	50%	100% Met Council
Finance Lead	AJ Ajayi	25%	100% Met Council
Finance Support	Nicole Collins	50%	100% Met Council
MCUB Compliance	Eli Brandenburg	50%	100% Met Council
Engineering & Construction Liaison	Derek Berube	25%	100% Met Council
Real Estate Agent	Shawna Gibson	100%	100% Met Council

Exhibit C – Grant Disbursement Schedule and Procedure

Grant Disbursement Schedule:

Table C-1 below details the Grant Project's anticipated budget by major activities and anticipated monthly disbursement schedule by funding source during the term of this Agreement. Table C-1 is organized by calendar year.

Minor revisions to Table C-1 may be required during the term of this Agreement. The Parties may substitute a revised Table C-1 for the Table C-1 in this exhibit, as agreed to in writing by the Parties, without any formal amendment to this Agreement, provided that the revised Table C-1 does not exceed the Maximum Grant Project Amount.

Amounts shown in Table C-1 are rounded to whole dollars.

Table C-1: Grant Disbursement Schedule

2026 Estimates					
Authorization by Category	**Oct 2026**	**Nov 2026**	**Dec 2026**	**2026 YTD**	**2026 LTD**
CONSTRUCTION	-	-	-	-	-
ROW	-	-	-	-	-
VEHICLES	-	-	-	-	-
ENGINEERING & DESIGN	$824,483	$803,572	$783,034	$2,411,089	$2,411,089
PROJECT OFFICE	$2,500	$2,500	$2,500	$7,500	$7,500
STAFFING	$211,766	$211,766	$211,765	$635,297	$635,297
TOTAL MONTHLY EXPENSES	**$1,038,749**	**$1,017,838**	**$997,299**	**$3,053,886**	**$3,053,886**
CUMULATIVE EXPENSES	**$1,038,749**	**$2,056,587**	**$3,053,886**	**$3,053,886**	**$3,053,886**
Total Disbursements					
RAMSEY COUNTY	$737,928	$720,386	$703,157	$2,161,471	$2,161,471
METRO TRANSIT	$300,821	$297,452	$294,142	$892,415	$892,415
MONTHLY DISBURSEMENT	**$1,038,749**	**$1,017,838**	**$997,299**	**$3,053,886**	**$3,053,886**
CUMULATIVE DISBURSEMENTS	**$1,038,749**	**$2,056,587**	**$3,053,886**	**$3,053,886**	**$3,053,886**

2027 Estimates														
Authorization by Category	**Jan 2027**	**Feb 2027**	**Mar 2027**	**Apr 2027**	**May 2027**	**Jun 2027**	**Jul 2027**	**Aug 2027**	**Sep 2027**	**Oct 2027**	**Nov 2027**	**Dec 2027**	**2027 YTD**	**2027 LTD**
CONSTRUCTION	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ROW	$104,167	$104,167	$104,167	$104,167	$104,167	$104,167	$104,167	$104,167	$104,167	$104,167	$104,167	$104,163	$1,250,000	$1,250,000
VEHICLES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ENGINEERING & DESIGN	$528,398	$511,031	$496,597	$485,720	$478,832	$476,176	$477,813	$483,622	$493,296	$506,339	$522,061	$539,563	$5,999,448	$8,410,537
PROJECT OFFICE	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,392	$88,726	$96,226
STAFFING	$211,345	$211,345	$211,345	$211,345	$211,345	$211,345	$211,345	$211,345	$211,345	$211,345	$211,345	$211,339	$2,536,134	$3,171,431
TOTAL MONTHLY EXPENSES	**$851,304**	**$833,937**	**$819,503**	**$808,626**	**$801,738**	**$799,082**	**$800,719**	**$806,528**	**$816,202**	**$829,245**	**$844,967**	**$862,457**	**$9,874,308**	**$12,928,194**
CUMULATIVE EXPENSES	**$3,905,190**	**$4,739,127**	**$5,558,630**	**$6,367,256**	**$7,168,994**	**$7,968,076**	**$8,768,795**	**$9,575,323**	**$10,391,525**	**$11,220,770**	**$12,065,737**	**$12,928,194**	**$12,928,194**	**$12,928,194**
Total Disbursements														
RAMSEY COUNTY	$596,057	$581,488	$569,379	$560,255	$554,477	$552,249	$553,623	$558,497	$566,613	$577,556	$590,746	$605,432	$6,866,372	$9,027,843
METRO TRANSIT	$255,247	$252,449	$250,124	$248,371	$247,261	$246,833	$247,096	$248,031	$249,589	$251,689	$254,221	$257,025	$3,007,936	$3,900,351
MONTHLY DISBURSEMENT	**$851,304**	**$833,937**	**$819,503**	**$808,626**	**$801,738**	**$799,082**	**$800,719**	**$806,528**	**$816,202**	**$829,245**	**$844,967**	**$862,457**	**$9,874,308**	**$12,928,194**
CUMULATIVE DISBURSEMENTS	**$3,905,190**	**$4,739,127**	**$5,558,630**	**$6,367,256**	**$7,168,994**	**$7,968,076**	**$8,768,795**	**$9,575,323**	**$10,391,525**	**$11,220,770**	**$12,065,737**	**$12,928,194**	**$12,928,194**	**$12,928,194**

Table C-1: Grant Disbursement Schedule (continued)

2028 Estimates														
Authorization by Category	**Jan 2028**	**Feb 2028**	**Mar 2028**	**Apr 2028**	**May 2028**	**Jun 2028**	**Jul 2028**	**Aug 2028**	**Sep 2028**	**Oct 2028**	**Nov 2028**	**Dec 2028**	**2028 YTD**	**2028 LTD**
CONSTRUCTION	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ROW	$133,333	$133,333	$133,333	$133,333	$133,333	$133,333	$133,333	$133,333	$133,333	$133,333	$133,333	$133,337	$1,600,000	$2,850,000
VEHICLES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ENGINEERING & DESIGN	$557,734	$575,212	$590,868	$603,774	$613,191	$618,560	$619,495	$615,769	$607,323	$594,257	$576,831	$555,471	$7,128,485	$15,539,022
PROJECT OFFICE	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,392	$88,726	$184,951
STAFFING	$215,652	$215,652	$215,652	$215,652	$215,652	$215,652	$215,652	$215,652	$215,652	$215,652	$215,652	$215,651	$2,587,823	$5,759,254
TOTAL MONTHLY EXPENSES	**$914,113**	**$931,591**	**$947,247**	**$960,153**	**$969,570**	**$974,939**	**$975,874**	**$972,148**	**$963,702**	**$950,636**	**$933,210**	**$911,851**	**$11,405,034**	**$24,333,228**
CUMULATIVE EXPENSES	**$13,842,307**	**$14,773,898**	**$15,721,145**	**$16,681,298**	**$17,650,868**	**$18,625,807**	**$19,601,681**	**$20,573,829**	**$21,537,531**	**$22,488,167**	**$23,421,377**	**$24,333,228**	**$24,333,228**	**$24,333,228**
Total Disbursements														
RAMSEY COUNTY	$638,160	$652,822	$665,955	$676,781	$684,680	$689,183	$689,965	$686,838	$679,751	$668,789	$654,169	$636,255	$8,023,348	$17,051,191
METRO TRANSIT	$275,953	$278,769	$281,292	$283,372	$284,890	$285,756	$285,909	$285,310	$283,951	$281,847	$279,041	$275,596	$3,381,686	$7,282,037
MONTHLY DISBURSEMENT	**$914,113**	**$931,591**	**$947,247**	**$960,153**	**$969,570**	**$974,939**	**$975,874**	**$972,148**	**$963,702**	**$950,636**	**$933,210**	**$911,851**	**$11,405,034**	**$24,333,228**
CUMULATIVE DISBURSEMENTS	**$13,842,307**	**$14,773,898**	**$15,721,145**	**$16,681,298**	**$17,650,868**	**$18,625,807**	**$19,601,681**	**$20,573,829**	**$21,537,531**	**$22,488,167**	**$23,421,377**	**$24,333,228**	**$24,333,228**	**$24,333,228**

2029 Estimates														
Authorization by Category	**Jan 2029**	**Feb 2029**	**Mar 2029**	**Apr 2029**	**May 2029**	**Jun 2029**	**Jul 2029**	**Aug 2029**	**Sep 2029**	**Oct 2029**	**Nov 2029**	**Dec 2029**	**2029 YTD**	**2029 LTD**
CONSTRUCTION	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ROW	$84,992	$84,992	$84,992	$84,992	$84,992	$84,992	$84,992	$84,992	$84,992	$84,992	$84,992	$84,996	$1,019,908	$3,869,908
VEHICLES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ENGINEERING & DESIGN	$530,787	$503,547	$474,450	$444,106	$413,060	$381,793	$350,737	$320,274	$290,746	$262,458	$235,683	$210,666	$4,418,307	$19,957,330
PROJECT OFFICE	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,394	$7,392	$88,726	$273,677
STAFFING	$224,153	$224,153	$224,153	$224,153	$224,153	$224,153	$224,153	$224,153	$224,153	$224,153	$224,153	$224,148	$2,689,831	$8,449,085
TOTAL MONTHLY EXPENSES	**$847,326**	**$820,086**	**$790,989**	**$760,645**	**$729,599**	**$698,332**	**$667,276**	**$636,813**	**$607,285**	**$578,997**	**$552,222**	**$527,202**	**$8,216,772**	**$32,550,000**
CUMULATIVE EXPENSES	**$25,180,554**	**$26,000,640**	**$26,791,629**	**$27,552,274**	**$28,281,873**	**$28,980,205**	**$29,647,481**	**$30,284,294**	**$30,891,579**	**$31,470,576**	**$32,022,798**	**$32,550,000**	**$32,550,000**	**$32,550,000**
Total Disbursements														
RAMSEY COUNTY	$569,205	$546,354	$521,946	$496,493	$470,451	$444,225	$418,175	$392,623	$367,855	$344,127	$321,667	$300,688	$5,193,809	$22,245,000
METRO TRANSIT	$278,121	$273,732	$269,043	$264,152	$259,148	$254,107	$249,101	$244,190	$239,430	$234,870	$230,555	$226,514	$3,022,963	$10,305,000
MONTHLY DISBURSEMENT	**$847,326**	**$820,086**	**$790,989**	**$760,645**	**$729,599**	**$698,332**	**$667,276**	**$636,813**	**$607,285**	**$578,997**	**$552,222**	**$527,202**	**$8,216,772**	**$32,550,000**
CUMULATIVE DISBURSEMENTS	**$25,180,554**	**$26,000,640**	**$26,791,629**	**$27,552,274**	**$28,281,873**	**$28,980,205**	**$29,647,481**	**$30,284,294**	**$30,891,579**	**$31,470,576**	**$32,022,798**	**$32,550,000**	**$32,550,000**	**$32,550,000**

Disbursement Request, Invoicing and Financial Reporting Procedure:

Table C-2 summarizes the typical sequence and timing for County and Council actions related to disbursement requests, consultant invoice review, and monthly financial reporting.

Table C-2: Disbursement Request, Invoicing, and Financial Reporting Timeline

Process	DATE	ACTION
Disbursement Requests	Month 1, Day 15	Council submits invoice disbursement request to County for the Month #2 dollar value found in the disbursement schedule above, which may be revised and amended from time to time consistent with Article 3 of this Agreement.
	Month 2, Day 15	County submits payment for Month #1 to the Council (30 days from receipt of invoice disbursement request).
Consultant Invoice Approval	Month 2, Week 3	Consultants submit invoices for work in Month #1 to the Council.
	Month 2, Weeks 3-4	Council reviews consultant invoices for work in Month #1 and submits for approval.
Monthly Financial Report Preparation and Approval	Month 2, Weeks 1-2	Consultant prepares Month #2 monthly financial report and the Council reviews.
	Month 2, Week 3	Council submits Month #2 monthly financial report to the County for review.
	Month 2, Week 4	Monthly County/Council financial meeting to review report for Month #1

Grant Project Budget Summary

Table C-3 summarizes the Grant Project's anticipated budget by funding source for each Grant Activity Period during the term of this Agreement.

Minor revisions to Table C-3 may be required during the term of this Agreement. The Parties may substitute a revised Table C-3 for the Table C-3 in this exhibit, as agreed to in writing by the Parties, without any formal amendment to this Agreement, provided that the revised Table C-3 does not increase the Maximum Grant Project Amount.

Table C-3: Grant Project Budget by Grant Activity Period

Funding Source	Initial Grant Activity Period 2026 to 2027	Second Grant Activity Period 2028	Third Grant Activity Period 2029	Total
Ramsey County Funded Costs	$9,027,843	$8,023,348	$5,193,809	$22,245,000
Metro Transit/Council Funded Costs	$3,900,351	$3,381,686	$3,022,963	$10,305,000
Total Grant Project Budget	**$12,928,194**	**$11,405,034**	**$8,216,772**	**$32,550,000**

Exhibit D – Project Decision Board Operating Procedures

[To be incorporated upon adoption by the Project Decision Board in accordance with Sections 5.03 and 6.01.]

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

RAMSEY COUNTY

Regional Railroad Authority

Request for Board Action

Item Number: 2026-280 **Meeting Date:** 8/18/2026

Sponsor: Community & Economic Development
Public Works

Title
Fund Balance Transfer for Completion of Land Survey, Title Work and Legal Assistance for RiversEdge

Recommendation

1. Authorize the County Manager to transfer up to $2,500,000 from Ramsey County Regional Railroad Authority fund balance to the Ramsey County Regional Railroad Authority capital fund for completion of land title survey, title insurance commitment and title abstracts, and legal assistance related to property ownership for the RiversEdge Project in downtown Saint Paul.
2. Authorize the County Manager to account for the $2,500,000 fund balance transfer in the Riverfront Redevelopment project budget established by the County Board.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the funding.

Background and Rationale
Ramsey County owns property in downtown Saint Paul, roughly bound by Kellogg Boulevard to the north, Wabasha Street to the east, railroad tracks to the south, and District Energy to the west. This property is commonly referred to as RiversEdge, a transformative redevelopment project in the capitol city. The project is part of the county's Building Stronger Together initiative to reduce the property tax burden on residents and promote long-term financial stability and wealth building across generations. Building Stronger Together is a key component of advancing the county's Intergenerational Wealth and Economic Justice Strategic Priority.

RiversEdge location in the heart of downtown Saint Paul, along the river and adjacent to multiple railroads leads to multiple complexities in determining property ownership and property lines (property record). Staff have worked with the railroads and analyzed current and historic property records to best determine the status of property in the RiversEdge area. Through this work, staff identified inconsistencies, which are not uncommon, as the property records span more than 100 years, allowing for multiple owners and railroads bankruptcies, reorganizations, and acquisitions without all these changes making their way into the recorded property records.

The lack of clear ownership and property lines within the property records is an impediment to RiversEdge and if not addressed, will delay its development. To properly address the issues with property records impacting the RiversEdge Project, Ramsey County will need to obtain a title insurance commitment and title abstracts, complete a land title survey, retain outside legal counsel, and work with impacted property owners to record changes identified from this work into current property records.

Ramsey County has reached out to Canadian Pacific Kansas City Railway (CPKC) and Union Pacific Railroad (UP) to discuss property records and both railroads are interested in the completion of the work needed to clarify ownership and property lines. This is a critical step in their review of Ramsey County's request to utilize their property for the public realm structure above their tracks and Shepard Road.

Ramsey County Regional Railroad Authority approval of the use of $2,500,000 in fund balance will provide funding for the completion of the necessary property records work including the procurement of firms to complete the title commitments, property survey and legal assistance to determine property ownership and recording of updated property records. Completing this work will provide the clarity on property records that is needed to allow negotiations to continue with the railroads on use of their property and to provide assurance about land ownership to private developers.

RiversEdge represents an opportunity to improve access between existing transportation assets and address accessibility deficiencies in the downtown pedestrian network. It will significantly bolster downtown's contribution to the overall tax capacity, foster economic opportunities, and contribute to sustaining and enhancing vitality for the county.

County Goals (Check those advanced by Action)

X Well-being X Prosperity X Opportunity X Accountability

Racial Equity Impact

The Ramsey County Board has adopted the Economic Competitiveness and Inclusion Plan that provides a guide for comprehensive economic development strategy centered on equitable growth and strengthening economic competitiveness. The county also has an Equitable Development Framework to guide any redevelopment project with county participation. These strategies prioritize inclusion in future investments and other actions related to housing, job creation, workforce development and place-based investments.

The overall project is being guided by these strategies whose impacts will be seen and felt most strongly with future phases.

Community Participation Level and Impact

The RiversEdge Project is informed by years of shared community engagement and stated city and county goals. County staff met regularly throughout 2019 with staff from the City of Saint Paul in the City-County Working Group, which provided the basis of integration of the RiversEdge Project with the city's River Balcony Master Plan. County staff have also been present at several public gatherings focused on the city's River Balcony initiative.

The community continues to be engaged, most recently through an open artist call which will temporarily activate and beautify the site with a series of artworks until construction begins.

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Fiscal Impact

The funding for this request is coming from the Ramsey County Regional Railroad Authority tax levy fund balance. Adequate fund balance is available to accommodate this request. The requested amount of $2,500,000 will be budgeted utilizing the existing Riverfront Redevelopment project ID but will remain in the Ramsey County Regional Railroad Authority capital projects fund for tracking and reporting purposes.

Last Previous Action

On May 19, 2026, Ramsey County Regional Railroad Authority approved fund balance transfer and engineering agreements in the amount of $350,000 (Resolution R2026-009).

Attachments

None.

RAMSEY COUNTY

Regional Railroad Authority

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2026-282 **Meeting Date:** 8/18/2026

Sponsor: Public Works

Title
Transit Impacts Research Program 2026 Funding Request

Recommendation
Approve the expenditure of $30,000 for Ramsey County Regional Railroad Authority's share of the Transit Impacts Research Program for 2026.

Background and Rationale
The Transit Impacts Research Program (TIRP) studies the economic and community impacts of transitway projects. The Ramsey County Regional Railroad Authority (RCRRA), an active participant in the program since 2008, along with other local governments and the University of Minnesota support various research initiatives through the TIRP. The 2026 TIRP funding request to RCRRA is in the amount of $30,000 to help support a research project called "Beyond Ridership: Measuring the Performance of Twin Cities Public Transit Systems."

Continued research will take advantage of skills at the University of Minnesota to provide useful information for decisions on transitway development. Additional information about the Transit Impacts Research Program can be found on their website:

University of MN Transit Impacts Research Program (TIRP) <https://www.cts.umn.edu/programs/tirp>

The TIRP program studies the contributions of transit to mobility, economic development, job access, equity, opportunity, safety, and sustainability. TIRP research outcomes directly support the county's strategic priority for improving intergenerational wealth and economic justice.

County Goals (Check those advanced by Action)
__ Well-being X Prosperity X Opportunity X Accountability

Racial Equity Impact
Throughout Ramsey County and the Twin Cities metro, transitways provide reliable, low-cost, and high-amenity transportation options. These transitways serve many transit-dependent households and areas of racially concentrated poverty. Additionally, transitways provide access to jobs, workforce training opportunities, and other key destinations. Regional transit providers have struggled with challenges recruiting and retaining the workforce to operate and maintain this critical infrastructure. The $30,000 in funding will help develop metrics to analyze the performance of transit investments in the Twin Cities, incorporating regional priorities such as accessibility, land use, and economic impacts to inform planning and decision-making.

Community Participation Level and Impact
Research done by the Transit Impacts Research Program includes qualitative and quantitative methods of gathering input from those who currently use or benefit from transitway projects, as well as those in need of improved access.

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Fiscal Impact

Funding in the amount of $30,000 is available in the 2026 Multimodal Planning operating budget.

Last Previous Action

On August 19, 2025, Ramsey County Regional Railroad Authority authorized $30,000 for the Transit Impacts Research Program in 2025 (Resolution R2025-012).

Attachments

1. Letter

University of Minnesota

Twin Cities Campus

Center for Transportation Studies

University Office Plaza Building
2221 University Avenue S.E., Suite 440
Minneapolis, MN 55414
Ph: 612-626-1077 Fax: 612-625-6381
cts@umn.edu
www.cts.umn.edu

July 23, 2026

Jennifer Jordan
Transit Project Manager
Ramsey County Regional Railroad Authority
Union Depot, 214 4th Street E. Suite 200
St. Paul, MN 55101

Dear Jennifer,

On behalf of the University of Minnesota, we sincerely thank you for your past funding contributions to the Transit Impacts Research Program (TIRP) administered by the Center for Transportation Studies. With your support, TIRP continues to be a driving force for informed local and national-level policy discussions related to economic, community and transportation impacts surrounding transit development.

Ramsey County Regional Railroad Authority has committed $30,000 in funding to support TIRP in 2026. This funding will help support a research project called "Beyond Ridership: Measuring the Performance of Twin Cities Public Transit Systems." The TIRP Program Management Team (PMT) selected this topic and worked directly with PI Kaitlyn Denten (Humphrey School of Public Affairs) to finalize the scope.

Hennepin County has offered to continue acting as the program's fiscal agent for county funds. Please send your contribution to Hennepin County at the address below per the attached invoice prepared by Hennepin County.

> Hennepin County Treasurer
> 300 South 6th Street, MC 683
> Minneapolis, MN 55487

Thank you for your past and continued generous contributions to this program. Please contact me if you have any questions.

Sincerely,

Eric Lind, PhD
PMT Chair, Transit Impacts Research Program
Director, Accessibility Observatory

cc: Ethan Osten, Ramsey County