



# Regional Railroad Authority Agenda

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

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November 26, 2024 - 10 a.m.

Council Chambers - Courthouse Room 300

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## ROLL CALL

1. **Agenda of November 26, 2024 is Presented for Approval** [2024-644](#)  
Sponsors: County Manager's Office  
Approve the agenda of November 26, 2024.
2. **Minutes from November 19, 2024 are Presented for Approval** [2024-643](#)  
Sponsors: County Manager's Office  
Approve the November 19, 2024 Minutes.

## ADMINISTRATIVE ITEMS

3. **Second Amendment to the Capital Grant Agreement with the Metropolitan Council and Ramsey County Regional Railroad Authority for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project** [2024-629](#)  
Sponsors: Public Works
  1. Approve the Second Amendment to the Capital Grant Agreement (#211040) for the Project Development Phase by and among the Metropolitan Council, Ramsey County, and the Ramsey County Regional Railroad Authority for the METRO Purple Line Bus Rapid Transit Project.
  2. Approve and authorize expenditures to a maximum of \$3,640,000 for the second grant activity period commencing on December 9, 2024, and concluding on December 31, 2025.
  3. Approve and authorize the carryover of any unexpended funds from the first grant activity period into the second grant activity period, subject to expenditure in accordance with all applicable eligibility requirements and within the established expenditure cap.
  4. Approve and authorize expenditures during the period the METRO Purple Line Bus Rapid Transit Project is outside the Capital Investment Grant Program notwithstanding that such expenditures will not be eligible for reimbursement or federal match thereunder.
  5. Authorize the Chair to execute the Second Amendment.
  6. Authorize the County Manager to enter into agreements and execute amendments to agreements and contracts in accordance with procurement policies and procedures, provided the amounts are within the limits of funding.

## CORRIDOR UPDATES

**ADJOURNMENT**



# Regional Railroad Authority

## Request for Board Action

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

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**Item Number:** 2024-644

**Meeting Date:** 11/26/2024

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**Sponsor:** County Manager's Office

**Title**

Agenda of November 26, 2024 is Presented for Approval

**Recommendation**

Approve the agenda of November 26, 2024.



# Regional Railroad Authority

## Request for Board Action

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

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**Item Number:** 2024-643

**Meeting Date:** 11/26/2024

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**Sponsor:** County Manager's Office

**Title**

Minutes from November 19, 2024 are Presented for Approval

**Recommendation**

Approve the November 19, 2024 Minutes.

**Attachments**

1. November 19, 2024 Minutes



# Regional Railroad Authority

## Minutes

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

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**November 19, 2024 - 10 a.m.**

**Council Chambers - Courthouse Room 300**

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The Ramsey County Regional Railroad Authority met in regular session at 10:48 a.m. with the following members present: Frethem, McGuire, Moran, Reinhardt, Xiong and Chair Ortega. Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

### ROLL CALL

Present: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

1. Agenda of November 19, 2024 is Presented for Approval [2024-535](#)

Sponsors: County Manager's Office

Motion by Frethem, seconded by Reinhardt. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

2. Minutes from November 12, 2024 are Presented for Approval [2024-536](#)

Sponsors: County Manager's Office

Motion by Frethem, seconded by Xiong. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

### ADMINISTRATIVE ITEMS

3. Grant Award from the Minnesota Department of Transportation for the Union Depot Rail Insurance Grant [2024-493](#)

Sponsors: Public Works

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: R2024-020

### CORRIDOR UPDATES

Discussion can be found on archived video.

### ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:50 a.m.

# Regional Railroad Authority

## Request for Board Action

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**Item Number:** 2024-629

**Meeting Date:** 11/26/2024

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**Sponsor:** Public Works

### Title

Second Amendment to the Capital Grant Agreement with the Metropolitan Council and Ramsey County Regional Railroad Authority for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project

### Recommendation

1. Approve the Second Amendment to the Capital Grant Agreement (#211040) for the Project Development Phase by and among the Metropolitan Council, Ramsey County, and the Ramsey County Regional Railroad Authority for the METRO Purple Line Bus Rapid Transit Project.
2. Approve and authorize expenditures to a maximum of \$3,640,000 for the second grant activity period commencing on December 9, 2024, and concluding on December 31, 2025.
3. Approve and authorize the carryover of any unexpended funds from the first grant activity period into the second grant activity period, subject to expenditure in accordance with all applicable eligibility requirements and within the established expenditure cap.
4. Approve and authorize expenditures during the period the METRO Purple Line Bus Rapid Transit Project is outside the Capital Investment Grant Program notwithstanding that such expenditures will not be eligible for reimbursement or federal match thereunder.
5. Authorize the Chair to execute the Second Amendment.
6. Authorize the County Manager to enter into agreements and execute amendments to agreements and contracts 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) Project is currently in the Project Development (PD) phase of Federal Transit Administration's (FTA) Capital Investment Grants (CIG) Program (the "CIG Program"). This phase will end on December 8, 2024, when FTA's current extension expires. To remain in the CIG Program, the METRO Purple Line Bus Rapid Transit Project (Project) would need to complete all the requirements of the PD phase allowing it to apply for entry into the next phase of the CIG Program, Engineering. However, because the Project is currently evaluating the route alignment on White Bear Avenue, it will be unable to meet all PD phase requirements by December 8, 2024, which will result in the temporary withdrawal of the Project from the CIG Program on December 9, 2024. During the time that the Project is out of the CIG Program, its expenditures will not be eligible for federal reimbursement. Eligibility for federal reimbursement is a requirement for the continued funding of the Project through the existing Capital Grant Agreement (CGA) between the Metropolitan Council, Ramsey County, and the Ramsey County Regional Railroad Authority. For work to continue on the Project and be paid for through the CGA, the CGA must be amended to allow for the funding activities outside of the CIG Program. The Second Amendment to the CGA will facilitate the Project's temporary withdrawal from the CIG Program by providing continued funding for the Route Modification Study (RMS) Phase II activities, which will define project alignment and roadway configuration allowing for the selection of a Locally Preferred Alternative and completion of the environmental review which are required to reenter the CIG Program at the Engineering phase. Such continued funding during the period the Project is outside the CIG Program will not be eligible for reimbursement or federal match under the CIG program.

The Project entered the two-year PD phase of the CIG Program on December 9, 2021, as a dedicated 15-mile route connecting Union Depot in downtown Saint Paul to White Bear Lake. On March 8, 2022, White Bear Lake passed a resolution preventing the BRT from entering its jurisdiction. In response, the Project initiated its Route Modification Study (RMS) Phase I to identify a new northern terminus. As RMS Phase I concluded, the city of Maplewood passed a resolution on October 24, 2022, to expand the study and create an engagement plan for future transit options requiring an alignment evaluation to seek community-supported options. The Purple Line Corridor Management Committee endorsed further stakeholder engagement leading to the RMS Phase II analysis beginning in March 2023, which compared the Bruce Vento Trail route with a reevaluation of the Maryland and White Bear Avenue route.

Metropolitan Council, as the federal project sponsor, requested and received a one-year extension from the FTA to complete the PD requirements. Subsequently, the Metropolitan Council requested an amendment to the CGA to extend the PD completion date to December 8, 2024, ensuring continued eligibility for federal matching funds during route evaluations. The Project was originally scheduled to complete RMS Phase II by December 2024 but faced delays after the city of Maplewood passed a resolution to withdraw its support for BRT on the Bruce Vento Trail and White Bear Avenue routes on September 23, 2024. That resolution along with continued analysis needed to complete the RMS Phase II has resulted in the inability to complete the analysis necessary to complete PD requirements by December 8, 2024, and the FTA has declined to grant additional extensions to complete PD which has led to uncertainty in how to best advance the Project.

Consequently, Project partners are working to identify a clear path forward and will bring this path to funding partners in Spring, 2025. Until this time, the Second Amendment to the Capital Grant Agreement (#211040) for the PD Phase by and among the Metropolitan Council, Ramsey County, and the Ramsey County Regional Railroad Authority for the METRO Purple Line Bus Rapid Transit Project (Amendment Two) will reduce the amount of funding available for Project activities.

In addition to reducing the amount of funding available for Project activities while it is out of the CIG Program for 2025, the Second Amendment does the following:

- Amends the Initial Grant Activity Period to extend it through the Project's current CIG Program eligibility date of December 8, 2024.
- Establishes a Second Grant Activity Period that begins on December 9, 2024, and continues through December 31, 2025. This period will focus on defining the Project alignment and roadway configuration while the Project is not participating in the federal program.
- Provides that the Project will be removed from the CIGP Program during the Second Grant Activity Period, and that all Project costs incurred while the Project is out of the CIG Program will be ineligible for reimbursement by the FTA.
- Establishes a Project Decisions Board (PDB) to perform duties as assigned by Amendment Two as follows:
  - Approve or authorize negotiation and execution of Project agreements, contracts, amendments and change orders.
  - Authorize the issuance of Invitations for Bids for the following contracts.
    - Civil Construction.
    - Systems.
    - Contracts paid pursuant to Pre-award Authority for a Letter of No Prejudice.
  - Approve scope, schedule, and budget of the Project.
  - Approval submittals of a request for a Letter of No Prejudice.
  - Approval use of Project Funds pursuant to Pre-award Authority.
  - Approve the submittal of an application for a Full Funding Grant Agreement.

The PDB shall be composed of two members from the Metropolitan Council appointed by the Council, two

Ramsey County Commissioners appointed by the county, and one Ramsey County Regional Railroad (RCRRA) Commissioner appointed by RCRRA. The PDB will be formed prior to or upon completion of 15% Design Capital Cost Estimate for the Project.

The Second Amendment does not change the total funding commitment between Ramsey County Regional Railroad Authority and Ramsey County for PD. It remains at \$39,900,000 and will continue to fund the following tasks:

- Project Management.
- Advanced Engineering/Design.
- Environmental Reevaluated and Peer Review.
- Public Engagement.

Funding for PD will be provided in accordance with the funding commitment resolutions approved by Ramsey County and Ramsey County Regional Railroad Authority through separate board actions. Funding commitments are consistent with financial projections made for the Ramsey County Transit Portfolio Status and Financial Projection workshop held on November 3, 2020.

Once the Project partners have agreed upon a new path, a third amendment will be brought to them for approval. Amendment three will address funding needs to complete design and environmental requirements for reapplication to the CIG Program. Upon approval from the FTA for reentry into the CIG Program at the Engineering phase, local funds expended while the project is in the CIG Program will be eligible for federal reimbursement.

**County Goals** (Check those advanced by Action)

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

The Project will serve a racially diverse area. The Project provides transportation connections to areas of concentrated poverty where more than 50% of the residents are racially and ethnically diverse and Indigenous people. In these areas, auto ownership rates are low, and people depend on public transit for access to jobs, health care, shopping, and other trips. Other neighborhoods along the route, while not considered areas of concentrated poverty, are becoming more racially and economically diverse and are home to a significant number of households that do not own a car. The Project will improve access to opportunities by providing more frequent, reliable, and comfortable service that is better connected to job centers, neighborhoods, parks and recreation, and other parts of the regional transit system.

**Community Participation Level and Impact**

The METRO Purple Line BRT has established a Communication and Public Involvement Plan. The Communication and Public Involvement Plan addresses the need to communicate and engage with multiple audiences within the corridor and across the region. A well-informed and engaged public strengthens the project and helps create a more useful transit system for all. The Metropolitan Council, Metro Transit, and the Project’s local funding partner, Ramsey County, understand the need to engage corridor stakeholders in the development of Project details and in fostering broad support for the Project as a necessary investment to improve access and mobility to employment, educational and economic opportunities within the corridor and beyond.

Project staff has sought to engage corridor residents, businesses, organizations, and transit riders in the project planning process to solicit their input and address their needs and concerns. Concerted effort has been given to communities that have been traditionally underrepresented in transit planning processes: people of color, low-income communities, people with Limited English Proficiency (LEP), people with disabilities, and other historically marginalized groups.



A framework has been established for how public engagement activities will be conducted for Route Modification Study Phase II between the months of July 2023 and December 2025. Engagement and public feedback will inform the evaluation of the White Bear Ave Corridor and the identification of the preferred White Bear Ave design concept. The White Bear Ave Corridor runs from the BRT guideway near Johnson Parkway, along Maryland, White Bear, and Beam Avenues, to an endpoint near the Maplewood Mall and St. John's Hospital.

Project updates and the Project factsheet can be found here:

<https://www.metrotransit.org/purple-line-project>

Inform       Consult       Involve       Collaborate       Empower

### **Fiscal Impact**

The \$39,900,000 committed to fund the METRO Purple Line Bus Rapid Transit Project's Project Development Phase on October 5, 2021, remains available in the Public Works Multimodal Capital Projects budget. No changes to the funding commitment will result from this amendment. It is important to note that federal reimbursement or federal match under the Capital Investment Grant Program will only be available upon the execution of a Full Funding Grant Agreement, which typically occurs near the final design stage and approval by Federal Transit Administration.

Additionally, funding expended while the METRO Purple Line Bus Rapid Transit Project is outside the Capital Investment Grant Program will not be eligible for federal reimbursement or match under the program. This ensures the use of allocated funds aligns with both the financial projections and federal requirements.

### **Last Previous Action**

On August 13, 2024, a workshop was held with the Ramsey County Board of Commissioners to discuss the proposed Capital Investment Grant Program Policy Guidance and whether the Project should be re-designated as a Small Starts project or continue as a New Starts project.

On November 21, 2023, the Ramsey County Board of Commissioners approved the First Amendment to the Capital Grant Agreement for the Project Development Phase by and among the Metropolitan Council, Ramsey County, and the Ramsey County Regional Railroad Authority for the METRO Purple Line Bus Rapid Transit Project (Resolution R2023-013).

### **Attachments**

1. Second Amendment

**Second Amendment to the  
Capital Grant Agreement (#21I040) for the Project Development Phase of the METRO Purple  
Line Bus Rapid Transit Project with the Metropolitan Council**

THIS **SECOND AMENDMENT TO THE CAPITAL GRANT AGREEMENT FOR THE PROJECT DEVELOPMENT PHASE OF THE METRO PURPLE LINE BUS RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL** (“Second Amendment”) is entered by and among the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Council”); Ramsey County (“County”), a political subdivision of the State of Minnesota; and Ramsey County Regional Railroad Authority (“RCRRA”), a political subdivision of the State of Minnesota, collectively the “Parties.” The County and RCRRA are sometimes collectively referred to as “Ramsey” herein.

**RECITALS**

1. The Parties entered into the Capital Grant Agreement for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project (“Agreement”) effective December 9, 2021 based on the Federal Transit Administration’s (“FTA”) approval for the METRO Purple Line Bus Rapid Transit Project (the “Project”) to enter the Project Development Phase (“PD Phase”), for a two-year period through December 8, 2023, for a maximum grant amount of \$39,900,000; and
2. The Parties executed the First Amendment to the Agreement on December 3, 2023 to extend the term of the Agreement through December 31, 2025, update the Grant Activity Periods, and update the Exhibits A, C, and E (the “Amendment”); and
3. In November 2023, the FTA granted a one-year PD Phase extension request for the Project for a total PD Phase length of three years; and
4. The Project’s PD Phase will expire on December 9, 2024 and the Project will be removed from the FTA CIGP; and
5. The Parties acknowledge that all Project costs incurred while the Project is out of the FTA CIGP will be ineligible for reimbursement by the FTA; and

**NOW, THEREFORE**, in consideration of the terms and conditions set forth in this Second Amendment, the Parties agree that the Agreement is amended as follows:

1. **ARTICLE I DEFINITIONS, Section 1.01 DEFINED TERMS, “Grant Activity Period”** is stricken in its entirety and replaced with the following:

“**Grant Activity Period**” means each of the following periods of the Project Development Phase which are funded pursuant to Ramsey’s annual budget process, as each period may be extended pursuant to Section 2.06:

- a. The “Initial Grant Activity Period” commences on the Effective Date and continues

through December 8, 2024; and

- b. The “Second Grant Activity Period” commences December 9, 2024 and continues through December 31, 2025, including any extension pursuant to Section 2.02, whichever is earlier. The County’s Designee is authorized to execute an extension of the Second Grant Activity Period pursuant to Section 2.06 of this Agreement.

2. **ARTICLE I DEFINITIONS, Section 1.01 DEFINED TERMS, “Funding Commitment Resolutions”** is stricken in its entirety and replaced with the following:

“**Funding Commitment Resolutions**” means Ramsey County Resolution #B2021-215 and #B2024-630, and Ramsey County Regional Railroad Authority Resolution #R2021-021 and #R2024-629, as set forth in **Exhibit D-1**.

3. **ARTICLE I DEFINITIONS, Section 1.01 DEFINED TERMS, “Council’s Payment Commitments”** is stricken in its entirety and replaced with the following:

“**Council’s Payment Commitments**” shall have the meaning set forth in Section 2.12

4. The following definition is added to **Section 1.01 DEFINED TERMS**,

“**Project Decisions Board**” or “**PDB**” means that board established under Article VI of this Agreement.\*

5. **SECTION 2.01 GRANT OF MONIES**, is stricken in its entirety and replaced with the following:

**SECTION 2.01 GRANT OF MONIES.** Ramsey agrees to grant the amount of \$39,900,000 (“Maximum Grant Amount”) to the Council for the Grant Project. Of this amount, Ramsey agrees to provide up to \$20,254,778 for the Initial Grant Activity Period. Ramsey agrees to provide up to \$3,640,000 (less any remaining funds, received by the Council during the Initial Grant Activity Period, that have not been committed for costs incurred during the Initial Grant Activity Period) for the Second Grant Activity Period. Any funds received by the Council during the Initial Grant Activity Period will be eligible for expenses incurred during the Second Grant Activity Period. In no event shall the sum of the grant amounts exceed the Maximum Grant Amount.

The Maximum Grant Amount includes Grant funds for expenditures pursuant to federal Pre-Award Authority and expenditures for non-FFGA eligible activities if specifically authorized pursuant to Section 2.08 of this Agreement.

In no event will Ramsey’s obligation under this Agreement exceed the Maximum Grant Amount as a result of cost overruns or otherwise. The Council acknowledges that all or a portion of the Grant made hereunder may be financed with the proceeds of Bonds (see Article V of this Agreement for additional terms of compliance).

6. **SECTION 2.08 REQUIREMENTS FOR THE PROJECT** is stricken in its entirety and replaced with

the following:

**SECTION 2.08 REQUIREMENTS FOR THE PROJECT.** The Council agrees to comply with the following requirements:

- A. The Council will not make any final governmental decisions for engineering or construction activities, including disbursement of Grant funds for those activities, until any necessary state and federal environmental review has been completed and a Finding of No Significant Impact (FONSI), Finding of Fact and Conclusion (FOFC), and Negative Declaration have been published in the Environmental Quality Board Monitor.
- B. RCRRRA and the Council will implement all mitigation measures identified in Appendix A of the FONSI and in the final Section 106 Memorandum of Agreement (included in Appendix B of the FONSI) and will coordinate with other agencies and stakeholders during the design and construction phases of the Project as stipulated in the above document.
- C. Except as provided in Section 2.08.E. below, Grant funds may only be used for CIGP federally-eligible activities. For purposes of this Agreement, eligible activities shall not include Joint Development activities, unless specifically authorized by the PDB prior to any expenditure for such purpose, as outlined in 2.08.E.
- D. The Parties agree that the Council is permitted to expend Grant funds for CIGP federally-eligible activities while the Project is not in the CIGP.
- E. The PDB may approve ineligible FTA expenditures provided the following occurs:
  - 1. PDB approves the expenditure, if feasible, pursuant to resolution. A request for prior approval must include a detailed accounting of the expenditure; the justification for using Grant funds; an explanation of why the proposed expenditure is necessary to advance the Project; and a detailed description of the impact on Project budget, Ramsey's Project Share, and the Local Share.
  - 2. The Council must provide a separate accounting of all expenditures made pursuant to this Section 2.08.D, as well as an analysis of the impact on the Local Share for the Project and future federal funding.
- F. The Council shall provide to Ramsey all information necessary for Ramsey to provide fiscal oversight of the use of Grant funds, including the following:
  - 1. Monthly budget reports identifying all activities for which funds have been expended;
  - 2. Monthly report on anticipated risk to scope and schedule;
  - 3. Upon request, copies of invoices and supporting documentation submitted by the Project contractors;

4. Upon request, the most current information generated by the 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 Ramsey.
- G. Prior to the submittal of the application to the FTA for entry into the Engineering Phase, the Council shall jointly develop a schedule with Ramsey for the review of all related documentation, and shall provide such documentation to Ramsey in accordance with the agreed upon schedule.
- H. In all cases, the Council agrees to include Ramsey in Project decision-making activities under this Agreement. Staff designated by Ramsey's Designee will participate in the Project, including, but not limited to all Project committee meetings and coordination meetings with state and federal agencies, municipalities and interest groups. Council staff will coordinate with Ramsey's Contract Administrator with respect to all requests for actions by the County or RCRRA relating to the Project.
- I. Appropriate staff designated by Ramsey's Designee will be notified and invited to participate in all meetings with the FTA, if feasible.
- J. Reports relating to scope, schedule, and budget shall be shared with Ramsey prior to submission to FTA and shall include the following:
1. Project Management Plan and any updates;
  2. Financial Plan and any updates;
  3. Risk and Contingency Management Plan and any updates;
  4. Each new full revision to the integrated master project schedule;
  5. The draft application for Requesting Entry into the Engineering Phase and the draft grant application for the FFGA and all attachments;
  6. Any other report or information relating to project scope, schedule, and budget as requested by Ramsey or Ramsey's Designee; and
  7. Spot reports prepared by the FTA's project management oversight consultant if received by the Purple Line Project Office shall be shared with Ramsey.

**7. SECTION 2.12 TERMINATION OR MODIFICIATION FOR LACK OF FUNDS, Subsection D is**

stricken in its entirety and replaced with the following:

- D. Notwithstanding any provisions in this Agreement, Ramsey 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 testimony; and all court or arbitration or other dispute resolution costs).

- 8. **SECTION 3.04 RAMSEY'S PRIOR APPROVAL FOR USE OF GRANT FUNDS FOR PRE-AWARD AUTHORITY EXPENDITURES OR EXPENDITURES PURSUANT TO A LONP**, is stricken in its entirety and replaced with the following:

**SECTION 3.04 PDB'S PRIOR APPROVAL FOR USE OF GRANT FUNDS FOR PRE-AWARD AUTHORITY EXPENDITURES OR EXPENDITURES PURSUANT TO A LONP.**

- A. Unless PDB has provided prior approval, prior to execution of the FFGA, Grant funds will not be disbursed and may not be expended for expenditures allowable under a LONP from the FTA, or for the following purposes allowable under Pre-Award Authority:
  - 1. Utility relocation;
  - 2. Real property acquisition and associated relocations;
  - 3. Vehicle purchases;
  - 4. Demolition; and
  - 5. Procurement of long lead items.

PDB will only authorize Grant funds to be expended on such activities if the Council can demonstrate to PDB's satisfaction that the activity has a critical path schedule or cost impact.

- B. PDB will only authorize the use of Grant funds for expenditures for LONP activities if:
  - 1. PDB has provided its prior approval of the submission of a request for a LONP to the FTA;
  - 2. PDB has approved the use of Grant funds for advanced construction under the proposed LONP; and
  - 3. The FTA has subsequently approved the requested LONP.
- C. The PDB's approval for the use of funds for Pre-Award Authority or LONP expenditures will be in the form of a resolution that identifies a specific funding share amount and purpose, as

well as a maximum, not-to-exceed dollar amount. The resolutions may also identify any special conditions.

9. **SECTION 3.03 CONDITION PRECEDENT TO ANY DISBURSEMENT**, is stricken in its entirety and replaced with the following:

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

- A. Prior to the first disbursement under this Agreement, Ramsey shall have received evidence, in form and substance acceptable to Ramsey, that:
  - 1. The Council has legal authority to and has taken all actions necessary to enter into this Agreement;
  - 2. This Agreement is binding on and enforceable against the Council; and
  - 3. The Council has fulfilled such other terms as set forth in Section 2.15, if any, and in **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 Ramsey of such change in circumstances within ten (10) 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. Ramsey 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, if a notice had been given or if a period of grace or time elapsed had occurred and was continuing, would constitute an Event of Default.
  - 3. The Council has supplied to Ramsey all other items that Ramsey may reasonably require.

10. **SECTION 3.05 PROCESS FOR REQUESTING PRE-AWARD AUTHORITY AND LONP AUTHORIZATIONS**, is stricken in its entirety and replaced with the following:

**SECTION 3.05 PROCESS FOR REQUESTING PRE-AWARD AUTHORITY AND LONP AUTHORIZATIONS.**

Requests for prior approval, as required under Section 3.04, to expend Grant funds pursuant

to Pre-Award Authority or LONP must be submitted in writing to the Chair and Vice Chair of the PDB and to Ramsey’s Contract Administrator. Written requests should include sufficient information and justification to allow the PDB and Ramsey’s Contract Administrator to consider the request, including but not limited to the following information:

- A. Identification of the maximum dollar amount of Grant funds to be expended, as well as Ramsey’s percentage funding share of the requested expenditures;
- B. Description of the specific activities to be covered by the Pre-Award Authority or the LONP including scope, schedule, and budget;
- C. Justification for advancing the identified activities, including a detailed assessment of the consequences to the project scope, schedule (including critical path impacts), and budget should the Pre-Award Authority or the LONP authorization not be approved by Ramsey. The justification must also include a detailed assessment of the benefits to the Project should the Pre-Award Authority or LONP authorization be approved;
- D. A detailed description of the risks of proceeding or not proceeding with the proposed activities prior to entry into the Engineering Phase and execution of the FFGA, and a proposed risk mitigation plan;
- E. Status of procurement progress for the activities covered by the authorization;
- F. Demonstration that the Council is ready to expend Grant funds on requested activities within the identified timeline, including completion of necessary contract procurement, right-of-way acquisition, third party agreements, and resolution of any other technical readiness issues;
- G. Demonstration that the FTA has concurred with the requested Pre-Award Authority activity, if applicable, or approved the LONP request; and
- H. Any additional information required by the PDB as needed to support its consideration of the request.

**11. SECTION 6.01 PROJECT DECISION MAKING AND FINANCIAL OVERSIGHT**, is stricken in its entirety and replaced with the following:

**SECTION 6.01 PROJECT DECISIONS BOARD.**

- A. **Board Establishment.** Prior to or upon completion of the 15% Design Capital Cost Estimate for the Project, the parties shall establish a Project Decisions Board (“PDB”) to perform such duties as assigned to it by this Agreement.
- B. **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 RCRRA Commissioner appointed by RCRRA. Each Party may also appoint alternates.

- C. **Procedure.** The PDB shall adopt bylaws to provide for its efficient operation and the effective performance of its duties. 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, to all other executed agreements between Ramsey and the Council, and to any other 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 one vote in favor from an appointee of Ramsey or RCRRA.
- D. **Powers.** The PDB shall have the following powers, responsibilities, and duties:
1. To approve or authorize negotiation and execution of Project agreements, contracts, amendments, and change orders. The Council shall execute no agreement, contract, contract amendment, or change order providing for the use of more than \$250,000 in Project funds without the approval of the PDB.
  2. To authorize the issuance of Invitations for Bid for the following contracts:  
(1) the civil construction contract, (2) the systems contract, and (3) any other contracts to be paid pursuant to Pre-award Authority or a Letter of No Prejudice. The Council shall issue no Invitation for Bid for these contracts without the authorization of the PDB.
  3. To approve the scope, schedule, and budget of the Project and any changes thereto. The Council shall not adopt or change the scope, schedule, or budget of the Project without the approval of the PDB.
  4. To approve submittals of requests for a Letter of No Prejudice as provided in Sections 3.05.
  5. To approve uses of Project Funds pursuant to Pre-award Authority as provided in Sections 3.05.
  6. To approve the submittal of the application for an FFGA. The Council shall not submit an application for an FFGA without the approval of the PDB.
- E. Nothing in this Section 6.01 or in any other provision of this Agreement is intended to abrogate, diminish, or relieve the Council of the Council's expected responsibilities as the federal grantee under a future FFGA. If a provision of a future FFGA conflicts with the Council's responsibilities under this Agreement, the Parties will negotiate in good faith to resolve the conflict and, if necessary, amend the terms of this Agreement.

- 12. SECTION 6.02 CONTINGENCY MANAGEMENT**, is stricken in its entirety and replaced with the following:

**SECTION 6.02 CONTINGENCY MANAGEMENT.** Excess funds resulting from low bids shall be deposited in the unallocated contingency. These funds and all other Project funds must be managed pursuant to the change control and financial oversight processes established by Ramsey. 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, as well as the Project costs and budget submitted to the FTA as a component of the application for a Full Funding Grant Agreement.

- 13. SECTION 6.04 ELIGIBLE AND INELIGIBLE PROJECT AND OPERATING COSTS**, is stricken in its entirety and replaced with the following:

**SECTION 6.04 ELIGIBLE AND INELIGIBLE PROJECT COSTS.**

The following are not Project costs to be paid by Ramsey: any loss, claim, liability, or other accident-related exposure beyond the payment of insurance premiums, self-insured retention or deductible, or self-insurance program. Ramsey may provide input on the Council's bus rapid transit insurance-related decision making.

To the fullest extent permitted by law, the Council shall defend, indemnify, and save harmless Ramsey's elected or appointed officials, officers, agents, and employees from any loss claim liability or other accident-related exposure beyond the payment of insurance premiums, self-insured retention or deductible, or self-insurance program, including negligent acts or omissions of the Council's appointed officials, officers, agents, or employees, arising out of the design, engineering, construction, testing or start-up of the Project. The Council's obligation herein is not a Project cost to be paid by Ramsey.

- 14. Exhibit C – Grant Disbursement Schedule and Procedure** is stricken in its entirety and replaced with the Revised Exhibit C-2 and attached to this Second Amendment. Any reference to Exhibit C in the Agreement will be deemed a reference to Revised Exhibit C-2.
- 15. Exhibit D – Funding Commitment Resolutions** is stricken in its entirety and replaced with the Revised Exhibit D-1 and attached to this Second Amendment. Any reference to Exhibit D in the Agreement will be deemed a reference to Revised Exhibit D-1.
- 16. Exhibit E – Grant Project Description** is stricken in its entirety and replaced with the Revised Exhibit E-2 and attached to this Second Amendment. Any reference to Exhibit E in the Agreement will be deemed a reference to Revised Exhibit E-2.

This Second Amendment will be an amendment and modification to the Agreement and will become a part of the Agreement between the Parties from and after the Second Amendment Effective Date (as defined below). All capitalized terms not defined herein will have the same meaning as set forth in the Agreement. Any conflict between terms of this Second Amendment, the Amendment, and the

Agreement will be resolved in favor of this Second Amendment. Except as amended herein, all terms of the Agreement will remain in full force and effect.

**IN WITNESS WHEREOF**, the County, RCRRA, and the Council have executed this Second Amendment on the day and date indicated immediately below their respective signatures, and this Second Amendment will be effective as of the latest date of execution by the County, RCRRA, or the Council (the “Second Amendment Effective Date”).

*[The rest of this page is left blank intentionally; signature page follows]*

**SIGNATURE PAGE for SECOND AMENDMENT TO THE CAPITAL GRANT AGREEMENT FOR THE  
PROJECT DEVELOPMENT PHASE OF THE  
METRO PURPLE LINE BUS RAPID TRANSIT PROJECT**

<p><b>METROPOLITAN COUNCIL</b></p> <p>By: _____ Ryan O'Connor, Regional Administrator</p> <p>Date: _____</p>	<p><b>RAMSEY COUNTY</b></p> <p>By: _____ Victoria Reinhardt, Chair Ramsey County Board of Commissioners</p> <p>Date: _____</p> <p>By: _____ Jason Yang, Chief Clerk Ramsey County Board of Commissioners</p> <p>Date: _____</p> <p><i>Approved as to form:</i></p> <p><i>Kathleen Ritter</i> _____ Assistant County Attorney</p>
	<p><b>RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY</b></p> <p>By: _____ Rafael E. Ortega, Chair RCRRA Board of Commissioners Date: _____</p> <p>_____ <i>Approved as to form:</i></p> <p><i>Kathleen Ritter</i> Assistant County Attorney _____ Ramsey County Attorney's Office</p>

**Revised Exhibit C-2**

**METRO Purple Line BRT Grant Disbursement Schedule and Procedure**

The table below details the Project’s anticipated budget by major activities for each month from December 2021 through December 2025. Minor revisions to this table may be required during the Project Development Phase. 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 (not to exceed the Maximum Grant Amount).

<b>Table C-1 Rev 3</b>														
Month #	1	2	3	4	5	6	7	8	9	10	11	12	13	Months
Year	2021	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	1-13
Month	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
<b>PROJECT EXPENSES</b>														
ROW														
<b>Total</b>												\$ 4,000		\$ 4,000
<b>CONTRACTS</b>														
Large Contracts (Value >\$2M)						\$ 106,331	\$ 310,399	\$ 451,322	\$ 717,720	\$ 757,185	\$ 2,161,730	\$ 584,824	\$ 906,229	\$ 5,995,739
Small Contracts (Value <\$2M)														
<b>TOTAL</b>						\$ 106,331	\$ 310,399	\$ 451,322	\$ 717,720	\$ 757,185	\$ 2,161,730	\$ 584,824	\$ 906,229	\$ 5,995,739
<b>AGENCY STAFFING</b>														
Agency Force Account Plan	\$ 16,974	\$ 29,066	\$ 28,673	\$ 28,547	\$ 69,702	\$ 99,717	\$ 52,878	\$ 101,394	\$ 55,503	\$ 49,483	\$ 236,271	\$ 182,153	\$ 115,886	\$ 1,066,246
<b>TOTAL</b>	\$ 16,974	\$ 29,066	\$ 28,673	\$ 28,547	\$ 69,702	\$ 99,717	\$ 52,878	\$ 101,394	\$ 55,503	\$ 49,483	\$ 236,271	\$ 182,153	\$ 115,886	\$ 1,066,246
<b>PROJECT OFFICE SET-UP &amp; OPERATIONS</b>														
P-Cards & Misc. Contracts		\$ 267	\$ 1,610	\$ 426	\$ 11,778	\$ 23,106	\$ 23,162	\$ 23,137	\$ 260	\$ 23,094	\$ 23,711	\$ 359	\$ 11,642	\$ 142,552
<b>TOTAL</b>		\$ 267	\$ 1,610	\$ 426	\$ 11,778	\$ 23,106	\$ 23,162	\$ 23,137	\$ 260	\$ 23,094	\$ 23,711	\$ 359	\$ 11,642	\$ 142,552
<b>PROJECT (PD) TOTAL</b>	\$ 16,974	\$ 29,333	\$ 30,282	\$ 28,973	\$ 81,481	\$ 229,154	\$ 386,438	\$ 575,852	\$ 773,484	\$ 829,761	\$ 2,421,712	\$ 771,336	\$ 1,033,757	\$ 7,208,537
<b>CUMULATIVE TOTAL</b>	\$ 16,974	\$ 46,306	\$ 76,589	\$ 105,561	\$ 187,042	\$ 416,196	\$ 802,634	\$ 1,378,486	\$ 2,151,970	\$ 2,981,731	\$ 5,403,444	\$ 6,174,780	\$ 7,208,537	
<b>PROJECT REVENUES</b>														
<b>RAMSEY COUNTY</b>														
MONTHLY %	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
MONTHLY TOTAL	138,209	138,209	138,209	212,214	1,246,496	1,246,496	1,246,496	1,246,496	1,346,496	1,346,496	-	-	-	\$ 8,305,817
CUMULATIVE	138,209	276,418	414,627	626,841	1,873,337	3,119,833	4,366,329	5,612,825	6,959,321	8,305,817	8,305,817	8,305,817	8,305,817	
<b>PROJECT TOTAL</b>	\$ 138,209	\$ 138,209	\$ 138,209	\$ 212,214	\$ 1,246,496	\$ 1,246,496	\$ 1,246,496	\$ 1,246,496	\$ 1,346,496	\$ 1,346,496	\$ -	\$ -	\$ -	\$ 8,305,817
<b>CUMULATIVE</b>	\$ 138,209	\$ 276,418	\$ 414,627	\$ 626,841	\$ 1,873,337	\$ 3,119,833	\$ 4,366,329	\$ 5,612,825	\$ 6,959,321	\$ 8,305,817	\$ 8,305,817	\$ 8,305,817	\$ 8,305,817	

Reference Numbers  
Metropolitan Council: 211040  
Ramsey County: RRA000105

Month #	14	15	16	17	18	19	20	21	22	23	24	25	Months
Year	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	14-25
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
<b>PROJECT EXPENSES</b>													
<b>ROW</b>													\$ (4,000)
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,000)
<b>CONTRACTS</b>													
Large Contracts (Value >\$2M)	\$ 686,666	\$ 664,658	\$ 1,277,604	\$ 374,348	\$ 21,949	\$ 83,643	\$ 242,835	\$ 341,560	\$ 342,799	\$ 498,324	\$ 365,163	\$ 452,485	\$ 5,352,035
Small Contracts (Value <\$2M)	\$ 4,000												
<b>TOTAL</b>	\$ 686,666	\$ 664,658	\$ 1,277,604	\$ 374,348	\$ 21,949	\$ 83,643	\$ 246,835	\$ 341,560	\$ 342,799	\$ 498,324	\$ 365,163	\$ 452,485	\$ 5,356,035
<b>AGENCY STAFFING</b>													
Agency Force Account Plan	\$ 64,884	\$ 147,967	\$ 93,465	\$ 113,232	\$ 71,137	\$ 63,108	\$ 99,608	\$ 82,364	\$ 190,697	\$ 126,277	\$ 74,276	\$ 111,384	\$ 1,238,400
<b>TOTAL</b>	\$ 64,884	\$ 147,967	\$ 93,465	\$ 113,232	\$ 71,137	\$ 63,108	\$ 99,608	\$ 82,364	\$ 190,697	\$ 126,277	\$ 74,276	\$ 111,384	\$ 1,238,400
<b>PROJECT OFFICE SET-UP &amp; OPERATIONS</b>													
P-Cards & Misc. Contracts	\$ 13,758	\$ 13,167	\$ 20,406	\$ 11,719	\$ 11,756	\$ 11,758	\$ 11,707	\$ 11,707	\$ 11,886	\$ 11,771	\$ 12,120	\$ 12,619	\$ 154,375
<b>TOTAL</b>	\$ 13,758	\$ 13,167	\$ 20,406	\$ 11,719	\$ 11,756	\$ 11,758	\$ 11,707	\$ 11,707	\$ 11,886	\$ 11,771	\$ 12,120	\$ 12,619	\$ 154,375
<b>PROJECT (PD) TOTAL</b>	\$ 765,308	\$ 825,791	\$ 1,391,475	\$ 499,299	\$ 104,842	\$ 158,509	\$ 354,150	\$ 435,632	\$ 545,382	\$ 636,373	\$ 451,559	\$ 576,489	\$ 6,744,810
<b>CUMULATIVE TOTAL</b>	\$ 7,973,845	\$ 8,799,637	\$ 10,191,112	\$ 10,690,410	\$ 10,795,253	\$ 10,953,762	\$ 11,307,912	\$ 11,743,544	\$ 12,288,926	\$ 12,925,299	\$ 13,376,858	\$ 13,953,347	
<b>PROJECT REVENUES</b>													
<b>RAMSEY COUNTY</b>													
<b>MONTHLY %</b>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
<b>MONTHLY TOTAL</b>		1,346,496	1,397,323	1,347,484	-	-	-	-	-	1,213,359	1,213,359	-	\$ 6,518,021
<b>CUMULATIVE</b>	8,305,817	9,652,313	11,049,636	12,397,120	12,397,120	12,397,120	12,397,120	12,397,120	12,397,120	13,610,479	14,823,838	14,823,838	
<b>PROJECT TOTAL</b>	\$ -	\$ 1,346,496	\$ 1,397,323	\$ 1,347,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,213,359	\$ 1,213,359	\$ -	\$ 6,518,021
<b>CUMULATIVE</b>	\$ 8,305,817	\$ 9,652,313	\$ 11,049,636	\$ 12,397,120	\$ 12,397,120	\$ 12,397,120	\$ 12,397,120	\$ 12,397,120	\$ 12,397,120	\$ 13,610,479	\$ 14,823,838	\$ 14,823,838.00	

Reference Numbers  
Metropolitan Council: 211040  
Ramsey County: RRA000105

Month #	25	26	27	28	29	30	31	32	33	34	35	36	Months
Year	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	25-36
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
<b>PROJECT EXPENSES</b>													
ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>CONTRACTS</b>													
Large Contracts (Value >\$2M)	\$ 211,939	\$ 266,623	\$ 350,000	\$ 253,264	\$ 328,108	\$ 585,850	\$ 128,764	\$ 309,834	\$ 53,365	\$ 350,000	\$ 200,000	\$ 147,900	\$ 3,185,647
Small Contracts (Value <\$2M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 211,939	\$ 266,623	\$ 350,000	\$ 253,264	\$ 328,108	\$ 585,850	\$ 128,764	\$ 309,834	\$ 53,365	\$ 350,000	\$ 200,000	\$ 147,900	\$ 3,185,647
<b>AGENCY STAFFING</b>													
Agency Force Account Plan	\$ 76,872	\$ 83,892	\$ 95,631	\$ 130,034	\$ 109,941	\$ 85,370	\$ 138,955	\$ 102,989	\$ 97,126	\$ 120,000	\$ 120,000	\$ 120,000	\$ 1,280,808
<b>TOTAL</b>	\$ 76,872	\$ 83,892	\$ 95,631	\$ 130,034	\$ 109,941	\$ 85,370	\$ 138,955	\$ 102,989	\$ 97,126	\$ 120,000	\$ 120,000	\$ 120,000	\$ 1,280,808
<b>PROJECT OFFICE SET-UP &amp; OPERATIONS</b>													
P-Cards & Misc. Contracts	\$ 11,812	\$ 12,295	\$ 12,059	\$ 12,210	\$ 24,019	\$ 49,115	\$ 38,917	\$ 25,859	\$ 16,889	\$ 12,100	\$ 12,100	\$ 12,100	\$ 239,475
<b>TOTAL</b>	\$ 11,812	\$ 12,295	\$ 12,059	\$ 12,210	\$ 24,019	\$ 49,115	\$ 38,917	\$ 25,859	\$ 16,889	\$ 12,100	\$ 12,100	\$ 12,100	\$ 239,475
<b>PROJECT (PD) TOTAL</b>	\$ 300,622	\$ 362,809	\$ 457,690	\$ 395,508	\$ 462,068	\$ 720,335	\$ 306,635	\$ 438,682	\$ 167,380	\$ 482,100	\$ 332,100	\$ 280,000	\$ 4,705,930
<b>CUMULATIVE TOTAL</b>	\$ 14,253,969	\$ 14,616,778	\$ 15,074,468	\$ 15,469,976	\$ 15,932,044	\$ 16,652,379	\$ 16,959,014	\$ 17,397,697	\$ 17,565,076	\$ 18,047,176	\$ 18,379,276	\$ 18,659,276	
<b>PROJECT REVENUES</b>													
<b>RAMSEY COUNTY</b>													
MONTHLY %	0%	0%	0%	0%	100%	100%	100%	100%	100%	100%	100%	100%	
MONTHLY TOTAL	428,940	464,000	494,000	599,000	-	649,000	674,000	674,000	674,000	774,000	-	280,000	\$ 5,710,940
CUMULATIVE	15,252,778	15,716,778	16,210,778	16,809,778	16,809,778	17,458,778	18,132,778	18,806,778	19,480,778	20,254,778	20,254,778	20,534,778	
<b>PROJECT TOTAL</b>	\$ 428,940	\$ 464,000	\$ 494,000	\$ 599,000	\$ -	\$ 649,000	\$ 674,000	\$ 674,000	\$ 674,000	\$ 774,000	\$ -	\$ 280,000	\$ 5,710,940
<b>CUMULATIVE</b>	\$ 15,252,778	\$ 15,716,778	\$ 16,210,778	\$ 16,809,778	\$ 16,809,778	\$ 17,458,778	\$ 18,132,778	\$ 18,806,778	\$ 19,480,778	\$ 20,254,778	\$ 20,254,778	\$ 20,534,778	

Month #	37	38	39	40	41	42	43	44	45	46	47	48	Months	
Year	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	37-48	
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	
<b>PROJECT EXPENSES</b>														
ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>CONTRACTS</b>														
Large Contracts (Value >\$2M)	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 1,773,000	
Small Contracts (Value <\$2M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 147,750	\$ 1,773,000	
<b>AGENCY STAFFING</b>														
Agency Force Account Plan	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 1,440,000	
<b>TOTAL</b>	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 1,440,000	
<b>PROJECT OFFICE SET-UP &amp; OPERATIONS</b>														
P-Cards & Misc. Contracts	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 147,000	
<b>TOTAL</b>	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 147,000	
<b>PROJECT (PD) TOTAL</b>	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 3,360,000	
<b>CUMULATIVE TOTAL</b>	\$ 18,939,276	\$ 19,219,276	\$ 19,499,276	\$ 19,779,276	\$ 20,059,276	\$ 20,339,276	\$ 20,619,276	\$ 20,899,276	\$ 21,179,276	\$ 21,459,276	\$ 21,739,276	\$ 22,019,276		
<b>PROJECT REVENUES</b>														
<b>RAMSEY COUNTY</b>														
MONTHLY %	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
MONTHLY TOTAL	280,000	280,000	280,000	280,000	280,000	280,000	280,000	280,000	280,000	280,000	280,000	280,000	\$ 3,360,000	
<b>CUMULATIVE</b>	20,814,778	21,094,778	21,374,778	21,654,778	21,934,778	22,214,778	22,494,778	22,774,778	23,054,778	23,334,778	23,614,778	23,894,778		
<b>PROJECT TOTAL</b>	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 3,360,000	
<b>CUMULATIVE</b>	\$ 20,814,778	\$ 21,094,778	\$ 21,374,778	\$ 21,654,778	\$ 21,934,778	\$ 22,214,778	\$ 22,494,778	\$ 22,774,778	\$ 23,054,778	\$ 23,334,778	\$ 23,614,778	\$ 23,894,778		



*Disbursement Request, Invoicing and Financial Reporting Procedure Timeline Illustration*

<b>DATE</b>	<b>ACTION</b>
Last week in Month #1	Council submits invoice disbursement request to County for the Month #3 dollar value found in the disbursement schedule above, which may be revised and amended from time to time consistent with Article III of this agreement.
Last week in Month #2	County submits payment for Month #3 to the Council (30 days from receipt of invoice disbursement request).
3 <sup>rd</sup> week in Month #4	Consultants submit invoices for work in Month #3 to the Council.
3 <sup>rd</sup> to 4 <sup>th</sup> week in Month #4	Council reviews consultant invoices and submits for approval.
1 <sup>st</sup> to 2 <sup>nd</sup> week in Month #5	Consultant prepares Month #3 monthly financial report and the Council reviews.
3 <sup>rd</sup> week in Month #5	Council submits Month #4 monthly financial report to the County for review.
4 <sup>th</sup> week in Month #5	Monthly County/Council financial meeting to review report

**Revised Exhibit D-1**

PD Phase Funding Commitment Resolutions



**Board of Commissioners**  
**Resolution**  
B2021-215

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

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**Sponsor:** Public Works

**Meeting Date:** 10/5/2021

**Title:** Funding Commitment for the Development Phase of the METRO Purple Line Bus Rapid Transit Project

**File Number:** 2021-400

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**Background and Rationale:**

The Rush Line Bus Rapid Transit (BRT) Project has been led by Ramsey County on behalf of the Ramsey County Regional Railroad Authority (RCRRA) in coordination with the Metropolitan Council, the Minnesota Department of Transportation, and local municipalities. The Rush Line BRT Project is a planned 15-mile transit route with stops between Union Depot in downtown Saint Paul and downtown White Bear Lake. The Rush Line BRT Project is currently in the Environmental Analysis Phase (EAP). Upon completion of the EAP, with the receipt of the Environmental Decision and acceptance into the Project Development Phase of the Federal Transit Administration's Capital Investment Grants Program (CIGP) as a New Starts project, the Rush Line BRT Project will transition to the Metropolitan Council and be rebranded as the METRO Purple Line BRT Project.

Project Development is the first phase of the CIGP for New Starts Projects which lasts up to two years. Project Development is followed by the Engineering and Construction Phases. All projects in the program must receive an overall medium rating to advance into the Engineering phase and to receive a Full Funding Grant Agreement for the federal share of the project. Once in the CIGP, Project expenditures are eligible for a federal match, though no federal funding is provided until the Full Funding Grant Agreement is awarded upon entry to the Construction Phase. This results in non-federal funding covering 100% of Project costs for the Project Development and Engineering phases with reimbursement of the federal share of the cost for these phases as well as construction, currently assumed at 49%, occurring as part of the Full Funding Grant Agreement.

In order for the Metropolitan Council to apply for and be granted entry into the Project Development Phase of the New Starts Program by the Federal Transit Administration, a local financial commitment for the cost of the Project Development Phase of the Project is required. The Project Development Phase for the METRO Purple Line BRT Project is estimated to cost \$39,900,000 and include the following tasks:

- Project Management
- Advanced Engineering/Design
- Environmental Reevaluated and Peer Review
- Right-of-way Acquisition
- Public Engagement

Funding for the Project Development Phase will be jointly committed by the Ramsey County and RCRRA. This financial commitment is consistent with financial projections made for the Ramsey County Transit Portfolio Status and Financial Projection workshop held on November 3, 2020.

To manage the agency roles and obligations during the Project Development Phase, anticipated to begin in October 2021, the Metropolitan Council, Ramsey County and the RCRRA will enter into a Capital Grant Agreement for the Project Development Phase of the METRO Purple Line BRT Project through separate board actions. Funding commitments are consistent with financial

projections made for the Ramsey County Transit Portfolio Status and Financial Projection workshop held on November 3, 2020.

The Metropolitan Council will not seek entry into Project Development for the METRO Purple Line BRT Project without the execution of the Ramsey County Parties joint financial commitment for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project.

Additional information of the Rush Line BRT Project can be found on the County website:  
<https://www.ramseycounty.us/residents/roads-transit/transit-corridors-studies/rush-line-brt-project>

**Recommendation:**

The Ramsey County Board of Commissioners resolved to:

Approve the Ramsey County portion of the Ramsey County and Ramsey County Regional Railroad Authority joint financial commitment of \$39,900,000 for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project as follows:

- a. Financial commitment is contingent upon the following conditions being met or occurring:
  - i. No expenditures for right-of-way acquisition may be incurred or obligated prior to the completion of any necessary state and federal environmental review and findings and publication of the Environmental Decision Document in the Federal Registrar.
  - ii. Any expenditure of Ramsey County Parties' (Ramsey County and Ramsey County Regional Railroad Authority) funds pursuant to a Letter of No Prejudice issued by the Federal Transit Administration or pre-award authority is subject to the prior approval of the Ramsey County Parties.
  - iii. Ramsey County Parties must review and approve the METRO Purple Line Bus Rapid Transit Project scope, cost estimate and schedule at the completion of 30% design, 60% design, 90% design and 100% design.
  - iv. The METRO Purple Line Bus Rapid Transit Project contingency shall be managed in accordance with the procedures established by the Ramsey County Parties in the METRO Purple Line Capital Grant Agreement with the Metropolitan Council.
  - v. Funds may be only used for Federal Transit Administration Capital Investment Grants Program and federally eligible activities.
  - vi. In the event the Federal Transit Administration deems any METRO Purple Line Bus Rapid Transit Project expenditure as ineligible to qualify as part of the local match for the METRO Purple Line Bus Rapid Transit Project pursuant to a Full Funding Grant Agreement, the Metropolitan Council shall reimburse Ramsey County Parties for its proportional share of all ineligible expenditures.
  - vii. Fulfillment of the financial commitment for the Project Development Phase is subject to the availability and provision of sufficient funding from the process of taxes authorized by Minnesota Statutes Section 297A.993 and associated financing; payment of the funding commitment in any year is subject to appropriation by Ramsey County and Ramsey County Regional Railroad Authority; and execution and fulfillment of grant agreement(s) by the Metropolitan Council.

A motion to approve was made by Commissioner Reinhardt, seconded by Commissioner Ortega. Motion passed.

Aye: - 7: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

File Number: 2021-400

Resolution Number: B2021-215

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By:   
Mee Cheng, Chief Clerk - County Board



# Regional Railroad Authority Resolution R2021-021

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

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**Sponsor:** Public Works

**Meeting Date:** 10/5/2021

**Title:** Funding Commitment for the Development Phase of the METRO Purple Line Bus Rapid Transit Project

**File Number:** 2021-401

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## Background and Rationale:

The Rush Line Bus Rapid Transit (BRT) Project has been led by Ramsey County on behalf of the Ramsey County Regional Railroad Authority (RCRRA) in coordination with the Metropolitan Council, the Minnesota Department of Transportation, and local municipalities. The Rush Line BRT Project is a planned 15-mile transit route with stops between Union Depot in downtown Saint Paul and downtown White Bear Lake. The Rush Line BRT Project is currently in the Environmental Analysis Phase (EAP). Upon completion of the EAP, with the receipt of the Environmental Decision and acceptance into the Project Development Phase of the Federal Transit Administration's Capital Investment Grants Program (CIGP) as a New Starts project, the Rush Line BRT Project will transition to the Metropolitan Council and be rebranded as the METRO Purple Line BRT Project.

Project Development is the first phase of the CIGP for New Starts Projects which lasts up to two years. Project Development is followed by the Engineering and Construction Phases. All projects in the program must receive an overall medium rating to advance into the Engineering phase and to receive a Full Funding Grant Agreement for the federal share of the project. Once in the CIGP, Project expenditures are eligible for a federal match, though no federal funding is provided until the Full Funding Grant Agreement is awarded upon entry to the Construction Phase. This results in non-federal funding covering 100% of Project costs for the Project Development and Engineering phases with reimbursement of the federal share of the cost for these phases as well as construction, currently assumed at 49%, occurring as part of the Full Funding Grant Agreement.

In order for the Metropolitan Council to apply for and be granted entry into the Project Development Phase of the New Starts Program by the Federal Transit Administration, a local financial commitment for the cost of the Project Development Phase of the Project is required. The Project Development Phase for the METRO Purple Line BRT Project is estimated to cost \$39,900,000 and include the following tasks:

- Project Management
- Advanced Engineering/Design
- Environmental Reevaluated and Peer Review
- Right-of-way Acquisition
- Public Engagement

Funding for the Project Development Phase will be jointly committed by the Ramsey County and RCRRA. This financial commitment is consistent with financial projections made for the Ramsey County Transit Portfolio Status and Financial Projection workshop held on November 3, 2020.

To manage the agency roles and obligations during the Project Development Phase, anticipated to begin in October 2021, the Metropolitan Council, Ramsey County and the RCRRA will enter into a Capital Grant Agreement for the Project Development Phase of the METRO Purple Line BRT Project through separate board actions. Funding commitments are consistent with financial

projections made for the Ramsey County Transit Portfolio Status and Financial Projection workshop held on November 3, 2020.

The Metropolitan Council will not seek entry into Project Development for the METRO Purple Line BRT Project without the execution of the Ramsey County Parties joint financial commitment for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project.

Additional information on the Rush Line BRT Project can be found on the County website:  
<https://www.ramseycounty.us/residents/roads-transit/transit-corridors-studies/rush-line-brt-project>

**Recommendation:**

The Ramsey County Regional Railroad Authority resolved to:

Approve the Ramsey County Regional Railroad Authority portion of the Ramsey County and Ramsey County Regional Railroad Authority joint financial commitment of \$39,900,000 for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project as follows:

- a. Financial commitment is contingent upon the following conditions being met or occurring:
  - i. No expenditures for right-of-way acquisition may be incurred or obligated prior to the completion of any necessary state and federal environmental review and findings and publication of the Environmental Decision Document in the Federal Registrar.
  - ii. Any expenditure of Ramsey County Parties' (Ramsey County and Ramsey County Regional Railroad Authority) funds pursuant to a Letter of No Prejudice issued by the Federal Transit Administration or pre-award authority is subject to the prior approval of the Ramsey County Parties.
  - iii. Ramsey County Parties must review and approve the METRO Purple Line Bus Rapid Transit Project scope, cost estimate and schedule at the completion of 30% design, 60% design, 90% design and 100% design.
  - iv. The METRO Purple Line Bus Rapid Transit Project contingency shall be managed in accordance with the procedures established by the Ramsey County Parties in the METRO Purple Line Capital Grant Agreement with the Metropolitan Council.
  - v. Funds may be only used for Federal Transit Administration Capital Investment Grants Program and federally eligible activities.
  - vi. In the event the Federal Transit Administration deems any METRO Purple Line Bus Rapid Transit Project expenditure as ineligible to qualify as part of the local match for the METRO Purple Line Bus Rapid Transit Project pursuant to a Full Funding Grant Agreement, the Metropolitan Council shall reimburse Ramsey County Parties for its proportional share of all ineligible expenditures.
  - vii. Fulfillment of the financial commitment for the Project Development Phase is subject to availability and provision of sufficient funding from the process of taxes authorized by Minnesota Statutes Section 297A.993 and associated financing; payment of the funding commitment in any year is subject to appropriation by Ramsey County and Ramsey County Regional Railroad Authority; and execution and fulfillment of grant agreement(s) by the Metropolitan Council.

A motion to approve was made by Commissioner Reinhardt, seconded by Commissioner McGuire. Motion passed.

Aye: - 7: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

By:   
Mee Cheng, Chief Clerk - County Board



(placeholder for B2024-630)

(placeholder for R2024-629)

**Revised Exhibit E-2**

Grant Project Description

The METRO Purple Line (formerly Rush Line) BRT Project entered into the Project Development Phase of the Federal Transit Administration's Capital Investment Grant Program as a New Starts project on December 8, 2021. The table below summarizes the Project's anticipated budget by major activities and Grant Activity Periods from December 1, 2021 through Dec 31, 2025. Minor revisions to this table may be required during the Project Development Phase. The Parties may substitute a revised Table E-1 for the Table E-1 in this exhibit, as agreed to in writing by the Parties, without any formal amendment to this Agreement (not to exceed the Maximum Grant Amount).

**Table E-1 – METRO Purple Line Budget Summary**  
**Rev. 3 – 2024.10.13**

	<b>Initial Grant Activity Period Dec 8, 2021 – Dec 8, 2024</b>	<b>Second Grant Activity Period Dec 9, 2024 – Dec 31, 2025</b>	<b>TOTAL</b>
<b>CONTRACTED SERVICES</b>			
Large Contracts (Value > \$2M)	\$ 14,427,688	\$ 1,882,732	\$ 16,310,421
Small Contracts (Value < \$2M)	\$ -	\$ -	\$ -
<b>SUBTOTAL</b>	<b>\$ 14,427,688</b>	<b>\$ 1,882,732</b>	<b>\$ 16,310,421</b>
<b>PROJECT OFFICE</b>			
Agency Staff	\$ 3,496,422	\$ 1,529,032	\$ 5,025,454
Expenses	\$ 527,424	\$ 155,977	\$ 683,402
<b>SUBTOTAL</b>	<b>\$ 4,023,846</b>	<b>\$ 1,685,010</b>	<b>\$ 5,708,856</b>
<b>REAL PROPERTY ACQUISITION</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>GRANT PROJECT TOTAL</b>	<b>\$ 18,451,534</b>	<b>\$ 3,567,742</b>	<b>\$ 22,019,276</b>

The list below itemizes the Project's anticipated major deliverables for the extended Project Development Phase.

- RMS Phase II Final Documentation Drafting and Finalization
  - Northern Endpoint Decision
  - Side vs. Center Guideway Configuration Decision
  - Route Alignment Decision