



Board of Commissioners

Agenda

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

November 26, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of November 26, 2024 is Presented for Approval** [2024-276](#)

Sponsors: County Manager's Office

Approve the agenda of November 26, 2024.

2. **Minutes from November 19, 2024 are Presented for Approval** [2024-521](#)

Sponsors: County Manager's Office

Approve the November 19, 2024 Minutes.

PROCLAMATION

3. **Proclamation: Native American Heritage Month** [2024-625](#)

Sponsors: Economic Growth and Community Investment

ADMINISTRATIVE ITEMS

4. **Grant Award from the Metropolitan Council for Legacy Amendment Parks and Trails Fund Project** [2024-522](#)

Sponsors: Parks & Recreation

1. Accept grant award from and approve the grant agreement with the Metropolitan Council for Legacy Amendment Parks and Trails Fund Project for the period upon execution through December 31, 2025, in the total amount of \$184,031.
2. Authorize the Chair and Chief Clerk to execute the grant agreement.
3. Authorize the County Manager to execute amendments to the grant agreement in the form approved by the County Attorney's Office.

5. **Agreement with Mounds View Irondale Youth Hockey Association for Ice Rental** [2024-620](#)

Sponsors: Parks & Recreation

1. Approve agreement with Mounds View Irondale Youth Hockey Association, 855 Village Center Drive, #316, North Oaks, MN 55127 for:
 - a. Ice rental upon execution of the agreement through November 26, 2029, with an option to have one five-year renewal term through November 26, 2033, with the rates established by the Ramsey County Board of Commissioners.
 - b. Capital payments totaling \$50,000 for facility improvements.
2. Authorize the Chair and Chief Clerk to approve the agreement.
3. Authorize the County Manager to approve other minor improvements to the interior or exterior of ice arenas as requested by Mounds View Irondale Youth Hockey Association and at their sole financial responsibility.

6. Property Tax Abatement[2024-621](#)

Sponsors: County Assessor's Office

Approve the property tax abatement, and any penalty and interest, with a reduction of \$10,000 or more for: 14-30-23-33-0014, 4600 Churchill St N, Shoreview, MN

7. Amendment to Administrative Code - Chapter 4, Ramsey County Abatement Policy[2024-622](#)

Sponsors: County Assessor's Office

1. Approve the amendments to the Administrative Code, Chapter 4.57.40, Delegation of Authority Policy.
2. Direct the Chief Clerk to the Ramsey County Board to amend the Administrative Code to reflect the approved amendments.

8. Grant Agreement with the United States Department of Housing and Urban Development for the Heading Home Ramsey Continuum of Care Planning Grant[2024-632](#)

Sponsors: Housing Stability

1. Accept a grant award and approve a grant agreement with the United States Department of Housing and Urban Development for Heading Home Ramsey Continuum of Care lead agency planning, for the period upon execution, to August 31, 2025, in the amount of \$162,042.
2. Authorize the Chair and Chief Clerk to execute the grant agreement.
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 grant funding.
4. Approve an increase in the personnel complement by 2.0 Full Time Equivalent positions within the Housing Stability Department for the duration of the grant.

9. Second Amendment to Lease Agreement with Metropolitan Council for Leased Space in the Metro Square Building[2024-627](#)

Sponsors: Property Management

1. Approve the second amendment to the lease agreement with Metropolitan Council, 390 Robert Street North, Saint Paul, MN 55101, for space at Metro Square, 121 7th Place East, Saint Paul, MN 55101, to extend the lease for the period of March 1, 2025 through December 31, 2025, at a negotiated rate.

- 2. Authorize the Chair and Chief Clerk to execute the lease amendment.

10. Second Amendment to the Capital Grant Agreement with the Metropolitan Council and Ramsey County for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project [2024-630](#)

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 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 and Chief Clerk 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.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:00 a.m. (est.) Regional Railroad Authority Meeting, Council Chambers – Courthouse Room 300

Advance Notice:

- December 03, 2024 County board meeting – Council Chambers
- December 10, 2024 No county board meeting - Association of MN Counties Annual Conference
- December 17, 2024 County board meeting – Council Chambers
- December 24, 2024 No county board meeting



Board of Commissioners

Request for Board Action

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

Item Number: 2024-276

Meeting Date: 11/26/2024

Sponsor: County Manager's Office

Title

Agenda of November 26, 2024 is Presented for Approval

Recommendation

Approve the agenda of November 26, 2024.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-521

Meeting Date: 11/26/2024

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



Board of Commissioners

Minutes

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

November 19, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:01 a.m. with the following members present: Frethem, McGuire, Moran, Ortega, Xiong and Chair Reinhardt. 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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner Frethem.

1. Agenda of November 19, 2024 is Presented for Approval [2024-274](#)

Sponsors: County Manager's Office

Motion by McGuire, seconded by Xiong. Motion passed.

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

2. Minutes from November 12, 2024 are Presented for Approval [2024-273](#)

Sponsors: County Manager's Office

Motion by Frethem, seconded by Xiong. Motion passed.

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

PRESENTATION OF AWARD

3. Presentation: Ramsey County Employee Achievement Award: ECC Technical Team, Ramsey County Emergency Communications [2024-519](#)

Sponsors: Human Resources

Presented by Commissioner Moran. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

4. Amendment to Single Source Agreement with Senior Services Consortium of Ramsey County for Home Delivered Meals and Coordination Services [2024-528](#)

Sponsors: Health and Wellness

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-232](#)

6. Community Corrections Department Annual Authority for Procurement Requests [2024-518](#)

Sponsors: Community Corrections

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-233](#)

7. Financial Assistance Services Department Annual Authority for Procurement Requests [2024-524](#)

Sponsors: Financial Assistance Services

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-234](#)

8. Social Services Department Annual Authority for Procurement Requests [2024-523](#)

Sponsors: Social Services

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-235](#)

9. Approval of the Household Hazardous Waste Inter-County Reciprocal Use Agreement [2024-526](#)

Sponsors: Public Health

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-236](#)

10. Yard Waste and Food Scraps Reciprocal Use Agreement [2024-527](#)

Sponsors: Public Health

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-237](#)

11. Joint Powers Agreement with the City of Saint Anthony for Yard Waste and Food Scraps Collection Sites [2024-598](#)

Sponsors: Public Health

Motion by Frethem, seconded by McGuire. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-238](#)

12. Joint Powers Agreements for Recycling Funding [2024-532](#)

Sponsors: Public Health

Motion by Frethem, seconded by McGuire. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-239](#)

- 14.** Request of Use of Central Fleet Services Fund Balance [2024-520](#)

Sponsors: Public Works

Motion by Frethem, seconded by McGuire. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-240](#)

- 15.** Permanent Highway Easement with Minnesota Department of Transportation for Access to Keller Regional Park Drainage Improvement Project [2024-373](#)

Sponsors: Parks & Recreation

Motion by Frethem, seconded by McGuire. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-241](#)

- 16.** Agreement with Honeywell International for Arenas & Administration Building Guaranteed Energy Savings Project Design / Build Part II [2024-501](#)

Sponsors: Parks & Recreation

Motion by Frethem, seconded by McGuire. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-242](#)

- 5.** Ramsey County Mobile Crisis Services [2024-631](#)

Sponsors: Social Services

Discussion can be found on archived video.

Motion by Frethem, seconded by Xiong. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-243](#)

- 13.** Memorandum of Agreement with University of Minnesota Extension for 4-H Youth Development and Extension Volunteer Program [2024-534](#)

Sponsors: Public Health

Discussion can be found on archived video.

Motion by Frethem, seconded by Xiong. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-244](#)

- 17.** 2025 Ramsey County State Legislative Platform [2024-633](#)

Sponsors: County Manager's Office

Discussion can be found on archived video.

Motion by Frethem, seconded by Xiong. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-245](#)

18. 2025 Ramsey County Federal Legislative Platform

[2024-634](#)

Sponsors: County Manager's Office

Discussion can be found on archived video.

Motion by Frethem, seconded by Xiong. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-246](#)

PROCLAMATION

19. Commissioner Frethem Proclamation

[2024-650](#)

Sponsors: Board of Commissioners

Presented by Commissioner McGuire. Discussion can be found on archived video.

COUNTY CONNECTIONS

Presented by County Manager, Ling Becker. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

Presented by Chair Reinhardt. Discussion can be found on archived video.

ADJOURNMENT

Chair Reinhardt declared the meeting adjourned at 10:47 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes 13D.05 subdivision 3(b) in order to discuss the DeLaQuay Williams Matter, the Ramsey County Board will meet in a closed meeting, which is not open to the public.

In Re DeLaQuay Williams Matter.

The Closed Meeting was called to order at 1:35 p.m. with the following members present: Commissioners Frethem, McGuire, Moran, Ortega, Xiong, and Chair Reinhardt. Also present: Ling Becker, County Manager; Jada Lewis, Director of Civil Division, Office of the Ramsey County Attorney; Brett Bacon, Assistant County Attorney, Office of the Ramsey County Attorney; Mandy Malecek, Enterprise Risk Manager, Compliance & Ethics Office; Jason Patten, Risk Specialist, Compliance & Ethics Office; Diane Holmgren, Interim Public Health Director, Health and Wellness Service Team, and Jason Yang, Chief Clerk - County Board, County Manager's Office.

Motioned by Commissioner Frethem, seconded by Commissioner Xiong. Unanimously approved.

NOW, THEREFORE, BE IT RESOLVED, the Board of Ramsey County Commissioners authorized the Office of the Ramsey County staff to proceed as discussed in this closed meeting (B2024-247).

The closed meeting was adjourned at 1:59 p.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-625

Meeting Date: 11/26/2024

Sponsor: Economic Growth and Community Investment

Title

Proclamation: Native American Heritage Month

Attachments

1. Proclamation

Proclamation

WHEREAS, The area within Ramsey County is located on American Indian ancestral and contemporary land that was and continues to be home to American Indian people; and

WHEREAS, The original homelands of American Indian people within the county existed since time immemorial, and Ramsey County acknowledges the contributions of American Indian people prior to its formation and recognizes the inherent sovereignty of Tribal Nations, as well as the unique political status of Tribal members; and

WHEREAS, The American Indian community has historically been left out of conversations involving relatives, where their advocacy was not properly handled or heard; and

WHEREAS, Ramsey County recognizes the mass displacement of American Indian people from their homeland due to the bias of government systems across the nation that have a history of practicing elimination techniques to dismantle the American Indian race within America; and

WHEREAS, Ramsey County benefits when it partners with community members and Tribal Nations on issues affecting American Indian communities; and

WHEREAS, Ramsey County partnered with the American Indian community to hire an American Indian Community Coordinator in 2024 to act as an Ambassador of the American Indian community in connections with Ramsey County to help remove barriers being faced among American Indians within County services and programs; and


WHEREAS, This partnership with community and this new role will work towards reducing disparities and strive to eliminate systemic racism and discrimination against American Indian families; and

WHEREAS, Native American Heritage Month is a time to educate the broader public of American Indian past and present experiences involving colonization, genocide, violence, oppression, and relocation; to begin the truth and reconciliation process involving American Indian people who suffered colonization; and to celebrate American Indian culture, history, resilience, and contributions to the overall Ramsey County community; and

WHEREAS, During Native American Heritage Month, Ramsey County recognizes the American Indian community in their strength, resilience, Tribal sovereignty, and advocacy while committing to serve the American Indian population who reside within Ramsey County; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners recognizes November 2024 as Native American Heritage Month in Ramsey County; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners encourages all residents of the county to join in recognizing and celebrating the contributions and the important presence of the American Indian communities in Ramsey County.



Victoria Reinhardt, Board Chair, District 7


Nicole Frethem, Commissioner, District 1


Mary Jo McGuire, Commissioner, District 2


Rena Moran, Commissioner, District 4


Rafael Ortega, Commissioner, District 5


Mai Chong Xiong, Commissioner, District 6


Ling Becker, County Manager



Board of Commissioners

Request for Board Action

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

Item Number: 2024-522

Meeting Date: 11/26/2024

Sponsor: Parks & Recreation

Title

Grant Award from the Metropolitan Council for Legacy Amendment Parks and Trails Fund Project

Recommendation

1. Accept grant award from and approve the grant agreement with the Metropolitan Council for Legacy Amendment Parks and Trails Fund Project for the period upon execution through December 31, 2025, in the total amount of \$184,031.
2. Authorize the Chair and Chief Clerk to execute the grant agreement.
3. Authorize the County Manager to execute amendments to the grant agreement in the form approved by the County Attorney's Office.

Background and Rationale

During the 2024 regular legislative session, the Minnesota Legislature appropriated funds to be used for the sole purpose of planting trees in the regional parks and trails system within the grantees jurisdiction (Chapter 116, Article 1, Section 5). Funding through the legacy program provides improvements to regional parks and trails within Ramsey County.

Parks received \$184,031 for State Fiscal Year 2025. In 2023, Ramsey County Parks and Recreation department received a grant from Metropolitan Council for the removal of dead or declining ash trees infected with emerald ash borer, which is an invasive exotic beetle. An Ash Tree Management Plan was developed and is posted on the Ramsey County website.

<https://www.ramseycounty.us/residents/environment/habitats-natural-resources/ash-tree-management-plan>

These funds will be utilized to plant more diverse, climate-adapted species trees.

County Goals (Check those advanced by Action)

- Well-being
 Prosperity
 Opportunity
 Accountability

Racial Equity Impact

The grant agreement requires that tree planting is designated to regional parks within Ramsey County. The trees planted will be mapped and priority will be given to areas that are within the Climate and Economic Justice 40 map and zip code 55119 within Battle Creek Regional Park. This map assesses and identifies communities that are disadvantaged through a number of indicators such as energy, health, housing, climate change, pollution, transportation to name a few. More information can be found at the official government website; <https://screeningtool.geoplatform.gov/en/methodology>

Community Participation Level and Impact

There is no community engagement associated with this request for board action

- Inform
 Consult
 Involve
 Collaborate
 Empower

Fiscal Impact

This grant is a one-time allocation of \$184,031 from the Legacy Amendment grant funding. The administration for this grant will be covered in the 2025 operating budget for the Parks and Recreation department. This is new revenue and will be added as an addendum to the proposed 2025 Supplementary Budget.

Last Previous Action

None.

Attachments

1. Grant Agreement

TREE PLANTING GRANT PROGRAM

GRANTEE: Ramsey County	GRANT NO. SG-25P7-06-01
GRANT PROJECT: Tree Planting - See Grant Project Summary attached hereto as Attachment A	
TOTAL GRANT AMOUNT: \$184,031.00	STATE FISCAL YEAR: 2025
STATE FISCAL YEAR 2025: \$184,031.00	
APPROPRIATION: Minnesota Laws 2024, Regular Session, Chapter 116, Article 1, Section 5	
EFFECTIVE DATE: Date agreement has been fully executed by both parties.	
GRANT PROJECT ACTIVITY PERIOD: July 1, 2024, to December 31, 2025	
COUNCIL AUTHORIZED REPRESENTATIVE: Erin Acton, Parks Grants Administrator (erin.acton@metc.state.mn.us)	
COUNCIL ACTION: September 11, 2024	BUSINESS ITEM: 2024-188 JT
EXPIRATION DATE: December 31, 2025	

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into on the Effective Date by and between the Metropolitan Council (“Council”) and the Regional Park Implementing Agency identified above as the “Grantee.”

RECITALS

1. The Minnesota Legislature, by [Minnesota Laws 2024, Regular Session, Chapter 116, Article 1, Section 5](#) appropriated funds for State Fiscal Year 2025 from the State General Fund (“Appropriation”) to the Council for grants to Regional Park Implementing Agencies.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s 2040 Regional Parks Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project from the appropriation. The Grant Project Summary is attached hereto as **Attachment A**.

TREE PLANTING GRANT PROGRAM

4. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on Page 1.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Grant Project Activity Period.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

1. Definition of Terms.

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- A. **Approved Long-Range Plan.** “Approved Long-Range Plan” means the long-range plan for the Park required and approved by the Council.
- B. **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded State General Funds.
- C. **Effective Date.** “Effective Date” means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. **Eligible Costs.** “Eligible Costs” means and is limited to the Use of Funds described in Attachment A.
- E. **Grant Project Activity Period.** “Grant Project Activity Period” is identified on Page 1 of this Agreement.
- F. **Grant Project Summary.** “Grant Project Summary” identifies the Grant Project activities and is attached hereto as **Attachment A**.
- G. **Measurable Outcomes.** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. **Park.** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. **Policy Plan.** “Policy Plan” means the Council’s 2040 Regional Parks Policy Plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- J. **Reimbursement.** “Reimbursement” means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment under this agreement for the expenditure.
- K. **Site Monitoring.** “Site Monitoring” means the Council’s review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.
- L. **Small Disadvantaged Businesses.** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

2. Survival of Terms.

TREE PLANTING GRANT PROGRAM

The following clauses survive the expiration or cancellation of this grant contract agreement: 11. Liability; 12. Audits; 13. Government Data Practices; 15. Governing Law, Jurisdiction, and Venue; 18.2 Publicity; and 18.3 Endorsement.

3. **Grantee's Duties or Grant Project.**

The Grantee will perform the Grant Project listed on Page 1 during the Grant Project Activity Period identified on Page 1.

4. **Time.**

The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

5. **Eligible Costs.**

5.1 Eligible Costs. Eligible costs are those costs *directly* incurred by the Grantee for Grant Project activities and budget outlined in **Attachment A** taking place during the Grant Project Activity Period that are *solely related* to and necessary for the completion of the Grant Project. This Agreement must be implemented according to Minn. Stat. § 16B.98 and must account for all expenditures.

5.2 Ineligible Costs. The Grantee shall not be reimbursed for in-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost. Grant funds may not be used for costs of Project activities that occurred prior to the start of the grant project activity period.

6. **Grant Amount, Payment, and Use.**

6.1 Grant Amount. The Council will reimburse the Grantee for eligible costs during the Grant Project Activity Period up to the Grant Amount identified on Page 1. This amount is granted for the purpose of performing the Grant Project. In no event will the Council's obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the performance of the Grant Project. Notwithstanding anything to the contrary in this agreement, the payment of State General Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate State General Funds on hand at the time that payment is due.

6.2 Reimbursement Requests and Documentation. The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period.

TREE PLANTING GRANT PROGRAM

Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

6.3 Conditions of Payment. All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 8.2.

6.4 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the Council or the state that Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council. Additionally, if the Grantee is in breach of the requirements of this Agreement, including Minn. Stat. § 16B.98 and MMB's Guidance, the Council may, in its sole discretion, withhold future grants to the Grantee until the breach is cured.

6.5 Contracting and Bidding Requirements. Grantee is expected to follow the contracting and bidding requirements of Minn. Stat. §471.345 and §§177.41 through 177.44 (prevailing wage), if applicable. Grantee may not contract with vendors that are either suspended or debarred in Minnesota:
<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

6.6 Disability Access. Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

6.7 Regional Use. The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the Policy Plan and the park unit's Approved Long-Range Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the Park including, but not limited to, imposing higher fees for non-residents without the express written consent of the Council, either during the Grant Project Activity Period or for a period of twenty (20) years following.

7. Accounting, Record-keeping, and Site Monitoring.

7.1 Accounting and Record-Keeping. The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect

TREE PLANTING GRANT PROGRAM

the total cost of the Grant Project. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

7.2 Site Monitoring. Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor Grant Project activities and records.

8. Reporting and Grant Closeout.

8.1 Semi-Annual Reporting during the Grant Project Activity Period. Grantee must submit cash flow and semi-annual progress reports to the Council by July 31 and January 31 of each year while the grant agreement is active. In the cash flow report, the Grantee shall describe the current project spending and projected spending for the periods defined in the report template. The progress report shall include the construction, programming and/or consulting activities taken during the reporting period. The Grantee shall provide sufficient documentation for information the Council reasonably requests.

8.2 Final Report and Closeout. Prior to the final reimbursement, the Grantee shall submit to the Council a final project report that provides the completed project results as detailed in the initial measurable outcomes. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Grant Project receipts and expenditures, summarizing all Grant Project activities, and containing a certification by the Grantee's authorized financial representative (e.g.: CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

9. Changes in Grant Project and Amendments.

9.1 Changes in Grant Project. Projects funded by the Appropriation must be substantially consistent in both scope and budget with the approved project description. Changes to the Grant Project in either scope or budget shall require an amendment. Failure to inform the Council of any significant changes to the Grant Project or significant changes to grant-funded components of the Grant Project and any use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future funding.

9.2 Amendments. The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years.

TREE PLANTING GRANT PROGRAM

10. Assignment, Waiver, and Agreement Complete.

10.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement.

10.2 Waiver. If the Council fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

10.3 Agreement Complete. This Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

11. Liability.

The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Council's failure to fulfill its obligations under this Agreement.

12. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

13. Government Data Practices.

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Council under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

14. Workers Compensation.

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Council employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Council's obligation or responsibility.

TREE PLANTING GRANT PROGRAM

15. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Termination.

The Council may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

17. Use of Small Disadvantaged Businesses.

The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance are available through the Council's Office of Equal Opportunity at <http://mcub.metc.state.mn.us>. The Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs. The Council expects the Grantee and Grantee's contractors to make reasonable efforts to solicit and include Small Disadvantaged Businesses in economic activities that arise from the Grantee's use of grant funds.

18. Miscellaneous.

18.1 Minnesota Conservation Corps. The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

18.2 Publicity. Any publicity regarding the Grant must identify the Council as the sponsoring agency and must not be released without prior written approval from the Council's Authorized Representative. For the purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

18.3 Endorsement. The Grantee must not claim that the Council endorses its products or services.

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TREE PLANTING GRANT PROGRAM


IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

RAMSEY COUNTY


By: _____
Victoria Reinhardt
Its: Chair
Date: _____

By: _____
Jason Yang
Its: Chief Clerk
Date: _____

Approval Recommended:

By: 
Mark McCabe
Its: Director of Parks and Recreation
Date: 11/07/2024

Approved as to form

By: 
Assistant County Attorney
Date: 11/07/2024

METROPOLITAN COUNCIL

By: _____
LisaBeth Barajas, Executive Director
Its: Community Development Division
Date: _____

TREE PLANTING GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-25P7-06-01
Funding Type:	State General Fund
Grantee:	Ramsey County
Project Name:	Tree Planting Grant
Regional Park or Trail:	Jurisdiction-wide
City:	Numerous
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	Reimbursement for costs associated with the planting of trees with more diverse, climate-adapted species in the regional park and trail system within the grantees jurisdiction.
Detailed Measurable Outcomes	Report on number, location, and species of trees planted.
Project Budget	Total - \$184,031.00

Sponsor: Parks & Recreation

Meeting Date: 2/6/2024

Title: Grant Awards from the Metropolitan Council for Legacy Amendment Parks and Trails Fund Projects

File Number: 2024-021

Background and Rationale:

Minnesota Management and Budget has budgeted an appropriation of \$54,096,000 from the Legacy Amendment Parks and Trails Fund for the Metropolitan Council to provide grants to the regional park implementing agencies for State Fiscal Years (SFY) 2024 (July 1, 2023-June 30, 2024) and 2025 (July 1, 2024-June 30, 2025). The funding allocation is based on a statutory formula. Ramsey County has been allocated \$2,320,762 for SFY 2024 and \$2,073,188 for SFY 2025.

Ramsey County Parks and Recreation department includes the anticipated Legacy project funding requests in the county's six-year Capital Improvement Program plan, although project priorities are subject to change. The following projects were submitted to the Metropolitan Council as Legacy funding requests for SFY 2024 and SFY 2025, as outlined in the following chart:

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Accept grant awards from and approve grant agreements with the Metropolitan Council for Legacy Amendment Parks and Trails Fund Projects for the periods of July 1, 2023, through June 30, 2027, in the total amounts of \$2,320,762 for State Fiscal Year 2024, and \$2,073,188 for State Fiscal Year 2025.
2. Authorize the Chair and Chief Clerk to execute State Fiscal Year 2024 grant agreements.
3. Authorize the County Manager to execute State Fiscal Year 2025 grant agreements in a form approved by the County Attorney's Office.
4. Authorize the County Manager to enter into agreements and amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Authorized the County Manager to make temporary cash loans, as needed, from the General Fund to the Parks and Recreation Department to implement these projects until funds are received, with repayment to be made when funds are available.

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

Aye: - 6: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong

Absent: - 1: Martinson

By: 

Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2024-620

Meeting Date: 11/26/2024

Sponsor: Parks & Recreation

Title

Agreement with Mounds View Irondale Youth Hockey Association for Ice Rental

Recommendation

1. Approve agreement with Mounds View Irondale Youth Hockey Association, 855 Village Center Drive, #316, North Oaks, MN 55127 for:
 - a. Ice rental upon execution of the agreement through November 26, 2029, with an option to have one five-year renewal term through November 26, 2033, with the rates established by the Ramsey County Board of Commissioners.
 - b. Capital payments totaling \$50,000 for facility improvements.
2. Authorize the Chair and Chief Clerk to approve the agreement.
3. Authorize the County Manager to approve other minor improvements to the interior or exterior of ice arenas as requested by Mounds View Irondale Youth Hockey Association and at their sole financial responsibility.

Background and Rationale

An agreement has been negotiated with the Mounds View Irondale Youth Hockey Association (MVIYHA) for use of a minimum of 800 winter ice hours at Shoreview Ice Arena and other county arenas. MVIYHA is a non-profit organization whose mission “is to build the culture of Maverick hockey through participation, volunteer support, teamwork, and sportsmanship. We embrace our community-based hockey program that promotes the development of our hockey players and teams in a positive, supportive, and safe environment at all levels.” MVIYHA serves youth ages 4-18 and annually raises funds to keep hockey affordable for youth and families. MVIYHA had an ice use agreement in place from October 1, 2018, through September 30, 2023. They continued to rent ice in 2024 without an agreement and would like to establish a new one.

The \$50,000 capital contribution will be used for facility improvements at Shoreview Ice Arena, the main arena where members skate. Per the agreement, the capital contribution will be paid in installments, with the first \$10,000 due upon execution of this agreement and \$10,000 per year over the next four years of the agreement.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

MVIYHA raises funds for scholarships and in addition they subsidize a portion of every family’s fee to help make participating more affordable. Having an anchor tenant such MVIYHA helps to provide the majority of resources needed to fund the annual operations of the arena. Parks & Recreation can then focus on offering additional programming to under-served residents such as learn-to-skate programming, and free and open skating programs. Revenues generated that exceed operational budget targets may be utilized to support additional outreach programming across the department such as activities in the parks like archery, biking, fishing, and more.

Community Participation Level and Impact

County residents make up the majority of the membership in MVIYHA. Offering ice rental agreements offers organizations more value for their money while also taking care of a community asset.

Inform Consult Involve Collaborate Empower

Fiscal Impact

This agreement will provide revenue to Shoreview Ice Arena to help support and maintain operations of the facility. It is estimated that annual revenue generated from this agreement will be \$184,000. As previously mentioned, the \$50,000 capital contribution generated from this agreement will be utilized at Shoreview Ice Arena to address building improvements that benefit the county and the MVIYHA. The yearly revenue is included in the 2025 Parks & Recreation operating budget.

Last Previous Action

On September 18, 2018, the Ramsey County Board of Commissioners approved an agreement with Mounds View Irondale Youth Hockey Association (Resolution B2018-242).

Attachments

1. Ice Rental Agreement

**ICE RENTAL AND CAPITAL ASSET MANAGEMENT AGREEMENT
BETWEEN RAMSEY COUNTY AND
MOUNDS VIEW IRONDALE YOUTH HOCKEY ASSOCIATION**

This **ICE RENTAL AND CAPITAL ASSET MANAGEMENT AGREEMENT** (“Agreement”) is made this 1st day of November, 2024, with retroactive effect upon signatures (the “Effective Date”), and is by and between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Parks and Recreation Department (“County”), and Mounds View Irondale Youth Hockey Association, a Minnesota nonprofit corporation, 855 Village Center Drive, #316, North Oaks, MN 55127 (“MVI”).

RECITALS

- A. The County owns and/or operates 10 ice arenas and 12 sheets of ice at various arenas located throughout Ramsey County, which are offered to the public for rental and are listed in **Exhibit A** (the “County Facilities”);
- B. MVI has been a long time anchor ice time tenant at Shoreview Arena and at other County Facilities for 4 years; and
- C. MVI seeks to continue a long-term agreement with the County as an anchor tenant at Shoreview Arena and for the use of the other County Facilities that meet the needs of MVI as to availability of ice time and facility amenities; and
- D. The County and MVI are willing and able to enter into this five-season agreement that is mutually beneficial to both parties.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises and covenants below, and other good and valuable consideration set forth in this Agreement, the County and MVI agree as follows:

1. **Term.** This Agreement is effective as of the Effective Date for ice rentals from September 1, 2024 through April 1, 2029 (five Hockey Seasons), unless earlier terminated pursuant to the provisions of this Agreement. MVI has the option to have one renewal term for five Hockey Seasons, commencing on April 2, 2029, through April 1, 2034 (“Renewal Term”), under the same terms and conditions of this Agreement. MVI must notify the County of its intention to exercise the Renewal Term option on or before January 1, 2029. For purposes of this Agreement “Hockey Season” means approximately September 1 through April 1.
2. **Ice Rental.** MVI agrees to purchase and County will make available for purchase a minimum of 800 hours of ice time at Shoreview Arena and at other various County Facilities during each Hockey Season of the Term of this Agreement. The parties acknowledge that all scheduling at specific locations will be in the sole discretion of the County.

- A. MVI ice time will include all weekday ice with start times between approximately 5:45 p.m. through 10:00 p.m., and weekend ice starting at 7:00 a.m. through 10:00 p.m. The County reserves the right to adjust the start times for ice hours.
- B. The County will schedule MVI ice time each Hockey Season after the County completes the scheduling for all high school hockey games and practices.
- C. Shoreview Arena and other County Facilities will be closed on Thanksgiving Day, Christmas Eve after 2:30 p.m., Christmas Day, New Year's Eve after 2:30 p.m., and New Year's Day.
- D. The parties acknowledge that in order to meet the 800-hour obligation, MVI may be required to rent hours outside of the time frames listed above. However, MVI acknowledges that the allocation of ice rental times outside of the time frames listed above will be also offered to other users of County facilities. The schedule for these ice rental times outside of the time frames listed above will be subject to the regular scheduling process for all County Facilities.
- E. Following the normal bulk scheduling process, the County agrees to provide MVI with its immediate next season ice schedule by July 1 of each year.
- F. The County reserves the right (without "bumping" MVI from specific ice time previously scheduled for MVI) to schedule up to two hours of ice time per week Monday through Friday, and up to four hours of ice time on Saturday and/or Sunday during each Hockey Season for recreational leagues or other organizations sponsoring programs for students and youth in communities underrepresented in the sports of hockey or figure skating.
- G. MVI agrees that the County will reserve ice hours on Saturdays from 8:00 a.m. through 10:00 a.m. for Shoreview's Parks and Recreation Skating Program and that MVI will not have the ability to schedule these hours. The County will not require MVI to use the 7:00 a.m. to 8:00 a.m. ice hour on Saturdays before Shoreview skating programs begin.

The County will not increase the total number of hours reserved for Shoreview Parks and Recreation at Shoreview Arena. If Shoreview Parks and Recreation releases any hours with seven or more days' notice, MVI may purchase the released hours. Such purchase will not count toward MVI's 800-hour minimum each Hockey Season.

3. **Ice Rental Fees.**

- A. MVI agrees to pay the standard hourly ice rental rates approved by Ramsey County Board of Commissioners for prime time, non-prime time, and tournaments at County Facilities. The scheduled rates applicable through December 31, 2025, are set forth in **Exhibit B.**
- B. MVI must pay for a minimum of 800 hours per Hockey Season regardless of whether the hours are actually used. If the County officially closes a County facility due to

circumstances beyond the County's reasonable control, MVI will not be required to pay for scheduled hours, and such hours will be deducted from the 800-hour minimum.

- C. The County will invoice MVI on approximately the 15th day of each month for all reservations in the upcoming month. Invoices are due and payable on or before the 1st day of the upcoming month. MVI agrees that reservations made constitute an obligation of MVI to pay the balance of all fees, even if the reservation is not used by MVI. Additional reservations after the current invoice payment date has passed will be added to the next upcoming invoice. There is no penalty for prepayment; however, MVI recognizes that the County is unable to accept any payment that is due in one calendar year prior to the beginning of that calendar year (e.g., MVI will not be allowed to pay any invoices due in 2025 prior to January 1, 2025, and so forth).

4. **Capital Asset Management Payment.**

- A. In addition to the ice rental fees set forth above, in consideration of its status as an anchor tenant at Shoreview Arena, MVI will make a payment of \$50,000 to the County for Capital Asset Management of County Facilities ("CAM Payment"). The CAM Payment will be used by the County, in its sole discretion but in consultation with MVI, for capital improvements at Shoreview Arena. The CAM Payment is non-refundable upon receipt by the County.

- B. MVI will make payments to the County in the following installments:

- i. \$10,000 due upon execution of this Agreement in 2024; and
- ii. \$10,000 due each year, starting in 2025 and ending in 2028 (4 payments), on or before September 15 of each year.

- C. The CAM Payment for the Renewal Term will be adjusted and increased by the County. The County will notify MVI of the new CAM Payment amount and payment schedule for the Renewal Term on or before December 15, 2028.

5. **Permitted Improvements.** MVI, at its option, may make minor improvements to the interior or exterior of Shoreview Arena subject to approval of designs, plans, and specifications by the County Manager, or the County Manager's designee. MVI will be responsible for all costs associated with design, planning, and construction of improvements; securing all necessary approvals and permits from the applicable local agencies; securing contractor(s); making timely payments to contractor(s); obtaining professional services and contractor insurance as prescribed by the County and name the County as additional insured. Completed permanent structural improvements and fixtures made by MVI under this Section will, upon completion, become property of the County, at no cost to the County. Any increased utility costs associated with ongoing use of completed permanent structural improvements will be the responsibility of MVI.

6. **County Responsibilities.** The County will be responsible for the following at County Facilities:
- A. Implement Capital Asset Management projects necessary to assure continued quality ice at County Facilities;
 - B. Schedule ice time;
 - C. Open and close building each day;
 - D. Conduct daily inspection of ice mechanical equipment;
 - E. Perform routine ice maintenance such as resurface ice, edge ice, flooding and leveling, and maintain all necessary equipment for the purpose of ice hockey practices and or games;
 - F. Manage ice temperature to achieve consistent high-quality ice conditions;
 - G. Perform routine building maintenance including cleaning and mopping common areas;
 - H. Maintain mechanical equipment such as furnaces, lighting, and refrigeration equipment;
 - I. Perform snow removal of parking lots and walkways, and trash removal;
 - J. Maintain restrooms, water fountains, locker rooms and other common facilities;
 - K. Maintain sound systems, microphones, and scoreboard systems in an operational condition.
 - L. Resurface ice at times when needed as determined by Facility Manager.
7. **MVI Responsibilities.** MVI will be responsible for the following at County Facilities during and related to its ice rental times:
- A. Supervise ice users during MVI scheduled ice times;
 - B. Communicate desirable ice conditions to the County;
 - C. Identify ice resurfacing requirements; and
 - D. At MVI's sole cost, repair or replace property of the County that is damaged or destroyed by MVI, its agents, employees, members, players, coaches, or invitees.
8. **Assignment.**
- A. MVI may assign up to 75 hours of ice time per Hockey Season to another user or users, provided:

- i. MVI may not charge an assignee a cost per hour that is higher than the cost per hour charged by the County;
 - ii. MVI notifies the County within twenty-four hours of any time that is assigned pursuant to this Section;
 - iii. MVI's assignee accepts in writing the terms of this Agreement as they reasonably apply to the assignee's use;
 - iv. Any assignment by MVI will not entitle MVI to a refund of any portion of the CAM Payment for the Hockey Season in which the assignment is made, nor to a refund for any assigned hours that MVI has already paid for; and
 - v. If MVI assigns hours to any user, MVI may not charge that user for any portion of MVI's CAM Payment obligation.
 - vi. County reserves the right to deny a requested assignment. Assignment requests will not be unreasonably denied.
- B. After MVI has assigned 75 hours of ice time in a Hockey Season, before MVI assigns any additional hours, MVI must confer with Ramsey County Parks & Recreation staff. The County reserves the right to re-claim those hours, with no refund of any portion of the CAM Payment already paid. If the County does not re-claim the hours over 76 in a Hockey Season, MVI will still be obligated to pay for the hours, but is free to assign those hours pursuant to the terms set forth in this Section.

9. **Insurance.**

- A. MVI, its contractors, and subcontractors agree to carry the required insurance for commercial general liability in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$1,000,000 additional general umbrella;
 - B. MVI will provide Ramsey County with a certificate of insurance naming Ramsey County as an additional insured. The certificate will indicate that the policy is endorsed to include Ramsey County, its officials, agents, employees, and volunteers as additional insured with respect to the operations/activities of MVI, its contractors and subcontractors under this Agreement including set up, take-down, and removal of all equipment; and
 - C. MVI waives all rights against Ramsey County, its officials, employees, volunteers, or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers' liability, automobile liability and umbrella liability insurance required of MVI under this Agreement.
10. **Indemnification.** MVI will defend, indemnify and hold harmless the County, its officials, employees, volunteers or agents against all actions, claims, demand, liabilities, injuries and damages, including reasonable attorney fees, whether to persons or property or both, which

may be imposed upon or incurred by the County as a consequence, of or arising out of any act, default or omission on the part of MVI, its contractors, subcontractors, employees, agents or invitees in connection with the activity which MVI is conducting including set up and take-down. Nothing in this Agreement will be construed as, nor operate as, a waiver of the County's statutory or common law immunities or limitations on obligations set forth in this Agreement. The terms of this Agreement are expressly limited by the provisions of Minnesota Statutes Chapters 466 and 604A, and any other applicable law or regulation providing limitations, defenses, or immunities to the County.

11. **Advertising**. MVI may install advertising for MVI within County Facilities that promote MVI and its programs, subject to prior approval by the County as to size and location. MVI is prohibited from posting advertising for any other businesses or organizations.

12. **Termination**.

A. **With Cause**. Either party may terminate this Agreement if the other party violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement. The defaulting party will be sent a notice of default by the other party, which will fully describe the alleged default. The defaulting party will have a period of 30 days from the date of the notice to cure the default. If the defaulting party fails to remedy the default with the 30-day cure period, the other party will have the right to immediately terminate this Agreement. In such event, regardless of which party serves notice of termination, the County will be entitled to receive all payments under this Agreement for ice rental through the effective date of the termination.

B. **Without Cause**. The County may terminate this Agreement at any time without cause upon giving at least 180 days' written notice thereof to MVI. So long as the effective date of termination is between April 2 and August 31, MVI may terminate this Agreement without cause upon giving at least 180 days' written notice thereof to the County. In such event, regardless of which party serves notice of termination, the County will be entitled to receive all payments under this Agreement for ice rental through the effective date of the termination, including the CAM Payment for the year in which termination occurs.

C. **Removal of Personal Property**. Upon any termination of this Agreement for any reason, MVI shall remove all MVI equipment and personal property from the Facility within thirty (30) days after the date of termination. Any equipment or personal property not removed by the end of such thirty (30) day period shall be deemed abandoned.

13. **Notices**. A notice, demand, or other communication under this Agreement by either party to the other will be sufficiently given if it is dispatched by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party at the addresses listed below with receipt thereof presumed on the third business day thereafter. Either party may designate another address, or attorney for receipt of notices pursuant to this Agreement by designating in writing and forwarding such writing to the other party as provided in this section.

Ramsey County
 ATTN: Ramsey County Parks and Recreation Director
 2015 North Van Dyke Street
 Maplewood, MN 55109

Mounds View Irondale Youth Hockey Association
 ATTN: Carl Kuhl
 ADDRESS: 855 Village Center Drive #316, North Oaks, MN 55127

14. **Severability**. If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision will not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions will remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.
15. **Signatures/Execution**. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation a facsimile version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.
16. **Governing Law**. The County and MVI agree that the laws of the State of Minnesota will govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and will be deemed the result of negotiation among the parties and their respective legal counsel and will not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement will be brought solely in the courts of the State of Minnesota, Second Judicial District, or the United States District Court for the District of Minnesota.

17. **Entire Agreement.** This Agreement represents the entire agreement between the parties. This Agreement supersedes all prior discussions, understandings, and other agreements of the parties, oral or written, relating to the transaction represented hereby.
18. **Incorporation of Recitals and Exhibits.** The Recitals at the beginning of this Agreement and the Exhibits attached to this Agreement are true and correct and are incorporated herein.

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

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers and representatives on the day and year first written above.

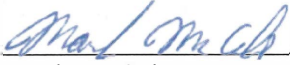


<p>RAMSEY COUNTY</p> <hr/> <p>Victoria Reinhardt, Chair Ramsey County Board of Commissioners</p> <p>Date: _____</p> <hr/> <p>Jason Yang, Chief Clerk Ramsey County Board of Commissioners</p> <p>Date: _____</p> <p>Approval Recommended by:</p> <p> _____ Mark McCabe Director Parks and Recreation</p> <p>Approved as to form:</p> <p> _____ Assistant County Attorney</p>	<p>MOUNDS VIEW IRONDALE YOUTH HOCKEY ASSOCIATION</p> <p> _____ Carl Kuhl, President Mounds View Irondale Youth Hockey Association Board of Directors</p> <p>Date: <u>11/01/2024</u></p>
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Exhibit A

County Facilities Locations

Aldrich Arena	1850 White Bear Avenue, Maplewood, MN 55109
Charles M. Schulz- Highland Arena	800 South Snelling Avenue, St. Paul, MN 55116
Gustafson- Phalen Arena	1320 Walsh Street, St. Paul, MN 55106
Harding Arena	1496 6 th Street E., St. Paul, MN 55106
Ken Yackel- West Side Arena	44 East Isabel Street, St. Paul, MN 55107
Oscar Johnson Arena	1039 De Courcy Circe, St. Paul, MN 55108
Pleasant Arena	848 Pleasant Avenue, St. Paul, MN 55102
Shoreview Arena	877 West Highway 96, Shoreview, MN 55126
TCO Sports Garden	1490 County Road E East, Vadnais Heights, MN 55110
White Bear Arena	2160 Orchard Lane, White Bear Lake, MN 55110

EXHIBIT B

Schedule of Rental Fees Through December 31, 2025

ICE ARENA RATES	
Fall/Winter Arenas (Day after Labor Day - March 31)	Hourly Rate
Prime Time Rate (2:00 - 9:39 p.m Mon.-Fri. & 7am-9:39pm Sat. & Sun)	\$230
Non-Prime Rate PM (9:40 p.m. - 11:59 p.m. Mon.-Sun.)	\$190
Non-Prime Rate AM (12:00 a.m. - 1:59 p.m. Mon.-Fri.)	\$160
Tournament Rate (Includes Resurfaces)	\$250
High School Game Rate (Single Gm 3hr, Double Gm 5hr)	\$250
Game/Tournament Cleaning Fee	\$225 (1 time)
Sections Game Fee	\$300
Prime Fire Ice Sale (Purchased within 7 days 7am-9:40pm Mon-Sun)	\$130
Summer Arena Rates (April 1 - Labor Day)	Hourly Rate
Prime Time Rate (12:00 a.m. - 9:39 p.m. Mon.-Sun.)	\$190
Non-Prime PM Rate (9:40 p.m. - 11:59 p.m. Mon.-Sun.)	\$160
Prime Fire Ice Sale (Purchased within 7 days)	\$110
Other Fees	
Skate Rentals	\$10
Skate Sharpening	\$10
Open Skate/ Open Hockey	no charge
Highland Synthetic Room	\$25



Board of Commissioners

Request for Board Action

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

Item Number: 2024-621

Meeting Date: 11/26/2024

Sponsor: County Assessor's Office

Title

Property Tax Abatement

Recommendation

Approve the property tax abatement, and any penalty and interest, with a reduction of \$10,000 or more for: 14-30-23-33-0014, 4600 Churchill St N, Shoreview, MN

Background and Rationale

The Ramsey County Assessor's department estimates market value and determines property classification, striving to provide an accurate and equitable property assessment. Standards are established to ensure that Ramsey County property owners are provided easy access to the abatement process. Staff who administer abatements follow the strict guidelines described in statute and county administrative code. These staff are available to serve customers by request and can describe the abatement process when providing various appraisal related services. Abatements correcting value and/or classification attempt to ensure that owners are not paying higher taxes than a property is worth, and as a result, reduces the financial burden.

In compliance with Minnesota Statutes, Section 375.192, subdivision 2, and directed by resolution B2019-301, abatements over a \$10,000 reduction of tax must be approved by the Ramsey County Board. This abatement has been reviewed and approved by the County Assessor and the County Auditor. According to Minnesota Statutes, Section 375.192, the Ramsey County Board may consider and grant a reduction or abatement on applications only as they relate to taxes payable in the current year and two prior years provided that the reductions or abatements for the two prior years shall be considered or granted only for (1) clerical error, or (2) when the taxpayer fails to file for a reduction or adjustment due to hardship, as determined by the Ramsey County Board. The department policy is that a clerical error is one that does not involve judgment, but which may involve the failure of a governmental entity to perform a ministerial act relating to the assessment of property.

For abatements over a \$10,000 reduction of tax, penalty and interest combined, notice must be submitted to the school board and municipality in which the property is located. This abatement has met these requirements. The County Assessor and County Auditor recommend that the Ramsey County Board approve this abatement.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Language, racial or cultural issues can create barriers to access and/or to understand the abatement process. The department has allowed for property reviews to be completed by phone or email if all the necessary supportive information is provided by mail or electronically when requested. This allows for more flexibility in the service delivery for property owners who are unable to be present at their property during working hours,

thus resulting in a more accurate assessment and less abatements due to potential errors. Information regarding abatements can be found on Ramsey County's website, which can be viewed in multiple languages. The County Assessor's department also has bilingual staff who are available to assist with questions or concerns from Hmong and Spanish speaking customers.

Community Participation Level and Impact

There is no community engagement involved with this request for board action.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Abatements result in a reduction in property tax revenue for Ramsey County and other taxing authorities. The county budgets for an uncollectable amount of property tax levy each year, so no negative impact to the overall county budget is anticipated with this action. The reduction in total local and state property tax for the property qualifying for tax abatement is \$63,644.

Last Previous Action

On December 17, 2019, the Ramsey County Board approved a policy establishing the delegation of authority to the County Auditor/Treasurer of abatements less than \$10,000 (Resolution B2019-301).

Attachments

1. November 26, 2024 County Board List_PTA

Abatements over \$10,000 for County Board consideration in November 2024

Board Meeting Date: November 26, 2024

ATEMENT NUMBER/ TYPE	OWNER/MAILING ADDRESS	CMR DIST *	PIN/PROPERTY ADDRESS	TAX PAY YEAR	PRESENT TAXABLE VALUE/ CLASS	RECOMMENDED NEW TAXABLE VALUE/ CLASS	CHANGE IN TAXABLE VALUE/ CLASS	ACTUAL REDUCTION IN TAX DOLLARS	REASON FOR REDUCTION
AT24-5016/ CORRECTIVE ABATEMENT	KATHLEEN BARADARAN TR / CAFESJIAN ART TRUST 4600 CHURCHILL ST N, STE 1 SHOREVIEW, MN 55126-3232	1	14-30-23-33-0014/ 4600 CHURCHILL ST N SHOREVIEW, MN 55126	2024	\$2,150,000 / 3A Commercial	\$2,150,000 / 5E Exempt	(\$0) 5E Exempt	(\$63,644)	This corrective abatement was initiated due to a clerical error. The property was originally classified as 100% commercial in error and should have been classified 100% exempt. The application was received timely, but the class change was not completed before cutoff for tax extension. This abatement corrects the classification to exempt.
							GRAND TOTAL	(\$63,644)	

Board of Commissioners

Request for Board Action

Item Number: 2024-622

Meeting Date: 11/26/2024

Sponsor: County Assessor's Office

Title

Amendment to Administrative Code - Chapter 4, Ramsey County Abatement Policy

Recommendation

1. Approve the amendments to the Administrative Code, Chapter 4.57.40, Delegation of Authority Policy.
2. Direct the Chief Clerk to the Ramsey County Board to amend the Administrative Code to reflect the approved amendments.

Background and Rationale

The Ramsey County Assessor's department estimates market value and determines property classification, striving to provide an accurate and equitable property assessment. Standards are established to ensure that Ramsey County property owners are provided easy access to the abatement process. Staff who administer abatements follow the strict guidelines described in statute and county administrative code. These staff are available to serve customers by request and can describe the abatement process when providing various appraisal related services. Abatements correcting value and/or classification attempt to ensure that owners are not paying higher taxes than a property is worth, and as a result, reduces the financial burden.

The Blue-Ribbon Abatement Committee met in 2024 to review the existing abatement policy. The committee meets every 5 years. The 2024 committee of twelve members consists of various Ramsey County representatives, including the Ramsey County Assessor and Ramsey County Auditor, one community member and one outside assessment professional. The Ramsey County Abatement Policy is embedded in the following sections of the Ramsey County Administrative Code: 4.57.40 (Delegation of Authority), 4.57.50 (Reporting Requirements) and 4.57.70 (Standards for Review of Abatement Applications).

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

Language, racial or cultural issues can create barriers to access and/or to understand the abatement process. The department has allowed for property reviews to be completed by phone or email if all the necessary supportive information is provided by mail or electronically when requested. This allows for more flexibility in the service delivery for property owners who are unable to be present at their property during working hours, thus resulting in a more accurate assessment and less abatements due to potential errors. Information regarding abatements can be found on Ramsey County's website, which can be viewed in multiple languages. The County Assessor's department also has bilingual staff who are available to assist with questions or concerns from Hmong and Spanish speaking customers.

Community Participation Level and Impact

Community participation is involved in the review of the Ramsey County Abatement Policy through the Blue-Ribbon Committee meetings. In 2024, the committee met and discussed the policy language to ensure that the policy is fair and remains in compliance with Minnesota statutes.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Abatements result in a reduction in property tax revenue for Ramsey County and other taxing authorities.

Last Previous Action

On December 17, 2019, the Ramsey County Board approved a policy establishing the delegation of authority to the County Auditor/Treasurer of abatements less than \$10,000 (Resolution B2019-301).

Attachments

1. Administrative Code Chapter 4.57.40_Clean Version with Revisions Incorporated
2. Administrative Code Chapter 4.57.40_Revisions Shown in Blackline Markup

4.57.40 Delegation of Authority

The Ramsey County Auditor/Treasurer has been granted the following delegations of authority by the County Board of Commissioners.

- a. To abate the penalty, interest and costs provided for late payment of taxes in the current year and the prior two years; provided that the reductions or abatements for the two prior years shall be considered or granted only for clerical errors, and adjustment due to hardship, as determined by the county board.
- b. To approve after review and recommendation by the County Assessor, abatements correcting exemption, classification and valuation errors where the resulting aggregate reduction in taxes for applicants is less than \$10,000.
- c. To approve, after review and recommendation by the County Assessor, disaster abatements where the resulting aggregate reduction in taxes for an applicant is less than \$10,000.
- d. To designate new banks and savings and loan institutions as depositories for certificates of deposit. Source: County Board Resolution #92-065.
- e. (Pursuant to County Board Resolution #98-483, the investment function was transferred from the Property Records and Revenue Department to the Budgeting and Accounting Office (Finance), effective January 1, 1999).
- f. To classify newly tax forfeited properties as conservation or non-conservation, to send the new forfeiture list to the municipalities and other government agencies for their classification approval or purchase, and to cancel purchase contracts that are in default.
Source: County Board Resolution #98-047.
- g. To accept and process routine government use deed applications and reconveyances of property to the State of Minnesota, Trust Exempt. The Chief Clerk to the County Board is granted the authority to sign routine use deed applications and reconveyances for submission to the State Department of Revenue.
Source: County Board Resolution #99-062.
- h. To divide and combine parcels of tax forfeited land in accordance with Minnesota Statutes. MS Section 292.01, subd. 3 provides that the subdivision of the tracts into smaller units or the grouping of several tracts into one tract is deemed advantageous for the purpose of sale.
Source: County Board Resolution #2003-084, and,
 - a. The County Auditor is authorized to approve the sale or disposal of unclaimed personal property from or on tax-forfeited property in accordance with Minnesota Statutes Section 282.04, subdivision 2(d), and County policy;

The Board of Commissioners specifically retains the authority of the following abatement applications. This list is not exclusive but is meant to clarify applications being considered

by the board.

- a. Applications for value reductions for homestead property that has been damaged by mold, as authorized by Minnesota Statutes section 273.11 subd. 21

4.57.40 Delegation of Authority

The Ramsey County Auditor/Treasurer has been granted the following delegations of authority by the County Board of Commissioners.

- a. ~~To abate the penalty provided for late payment of taxes in the current year on all classes of property.~~ To abate the penalty, interest and costs provided for late payment of taxes in the current year and the prior two years; provided that the reductions or abateements for the two prior years shall be considered or granted only for clerical errors, and adjustment due to hardship, as determined by the county board.
- b. To approve after review and recommendation by the County Assessor, abateements correcting exemption, classification and valuation errors where the resulting aggregate reduction in taxes for applicants is less than \$10,000.
- c. To approve, after review and recommendation by the County Assessor, disaster abateements where the resulting aggregate reduction in taxes for an applicant is less than \$10,000.
- d. To designate new banks and savings and loan institutions as depositories for certificates of deposit. Source: County Board Resolution #92-065.
- e. (Pursuant to County Board Resolution #98-483, the investment function was transferred from the Property Records and Revenue Department to the Budgeting and Accounting Office (Finance), effective January 1, 1999).
- f. To classify newly tax forfeited properties as conservation or non-conservation, to send the new forfeiture list to the municipalities and other government agencies for their classification approval or purchase, and to cancel purchase contracts that are in default.
Source: County Board Resolution #98-047.
- g. To accept and process routine government use deed applications and reconveyances of property to the State of Minnesota, Trust Exempt. The Chief Clerk to the County Board is granted the authority to sign routine use deed applications and reconveyances for submission to the State Department of Revenue.
Source: County Board Resolution #99-062.
- h. To divide and combine parcels of tax forfeited land in accordance with Minnesota Statutes. MS Section 292.01, subd. 3 provides that the subdivision of the tracts into smaller units or the grouping of several tracts into one tract is deemed advantageous for the purpose of sale.
Source: County Board Resolution #2003-084, and,
- a. The County Auditor is authorized to approve the sale or disposal of unclaimed personal property from or on tax-forfeited property in accordance with Minnesota Statutes Section 282.04, subdivision 2(d), and County policy;

The Board of Commissioners specifically retains the authority of the following abatement applications. This list is not exclusive but is meant to clarify applications being considered by the board.

- a. Applications for value reductions for homestead property that has been damaged by mold, as authorized by Minnesota Statutes section 273.11 subd. 21

Board of Commissioners

Request for Board Action

Item Number: 2024-632

Meeting Date: 11/26/2024

Sponsor: Housing Stability

Title

Grant Agreement with the United States Department of Housing and Urban Development for the Heading Home Ramsey Continuum of Care Planning Grant

Recommendation

1. Accept a grant award and approve a grant agreement with the United States Department of Housing and Urban Development for Heading Home Ramsey Continuum of Care lead agency planning, for the period upon execution, to August 31, 2025, in the amount of \$162,042.
2. Authorize the Chair and Chief Clerk to execute the grant agreement.
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 grant funding.
4. Approve an increase in the personnel complement by 2.0 Full Time Equivalent positions within the Housing Stability Department for the duration of the grant.

Background and Rationale

South Metro Human Services (doing business as Radian Health) was awarded the United States Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Planning Grant in 2016. Serving only as the recipient of the grant, Radian Health sub-awarded this grant to Catholic Charities, who dedicated the funding toward a full-time Housing Assessor position for single adults and youth being served by the organization. During the COVID-19 pandemic, funding from the CoC Planning Grant was split between Catholic Charities and Minnesota Community Care (MCC). Catholic Charities continued to use its funding to employ a Housing Assessor, while MCC put its share of the grant toward hiring a Community Engagement/Mobile Assessor.

In 2023, both sub-recipient organizations decided they no longer wished to administer the HUD CoC Planning Grant. To preserve funding, the Ramsey County Housing Stability Department (HSD) met with administrators from HUD to discuss options and was permitted to take over the HUD CoC Planning Grant originally awarded to South Metro Human Services.

The grant will be used to hire new staff positions equivalent to 2 FTEs to support the Ramsey County Coordinated Entry for Youth and Singles (CEYS) program. CEYS is the direct assistance priority list management team serving youth and single adults. CEYS assists clients with accessing assessment points, communicating list placement, matching clients to housing referrals, assisting with Homeless Management Information System (HMIS) needs, troubleshooting match needs, and sending and receiving housing referrals to and from providers. Additionally, the work to support this team will include:

- Assisting clients with accessing CEYS assessment entry points and determining eligibility, including being certified to administer and complete new assessments and assessment updates.
- Communicating and clarifying housing needs.
- Assisting with client documentation.

- Navigating client to potential mainstream housing options.
- Coordinating potential matches with housing referrals and provider partners with CEYS Priority List Managers.
- Supporting Housing Support principles and advocacy for clients with community partners and providers.
- Assisting with HMIS needs and updates.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Of the forty-five percent identified as African American, 36 percent as White, 17 percent as American Indian/Alaskan Native, and 5 percent as Asian American, the Housing Stability Department is committed to serving unsheltered Black, Indigenous, People of Color (BIPOC), as this is the largest population affected by homelessness in Ramsey County. Most recently, the department has brought on five new culturally specific organizations for the services of navigation, shelter, operations, and landlord engagement. The department also engages regularly with paid consultants in the areas of youth engagement, engagement with BIPOC communities, including American Indian and African American and LGBTQIAP2+.

Community Participation Level and Impact

As a part of the 2024 Needs Assessment, in-depth interviews were completed with 32 individuals across the Heading Home Ramsey Continuum of Care. These included program managers, client-facing staff, and clients or program participants. Interviews represented a multitude of racial, ethnic, and gender identities. From these interviews, 9 themes were generated describing the present state of the CoC and demonstrating differences in experiences and perceptions. These themes and findings are being used in the present strategic planning process to attain greater equity and inclusion in the CoC.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

The \$162,042 grant award will be used to support the Ramsey County Coordinated Entry (CEYS) Program. The grant will provide funding for 2.0 FTE staff positions used for assessment and case management. HSD is requesting 2 FTE positions and will use levy dollars to supplement the additional .5 as needed for the work. This funding will be included in the Housing Stability Department's 2025 operating budget.

Last Previous Action

None.

Attachments

1. Continuum of Care Program (CDFA# 14.267) Grant Agreement.
2. Ramsey County Housing Stability Letter to the United States Department of Urban and Housing Development.
3. Heading Home Ramsey Grant Acceptance Letter



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Paul D. Wellstone Federal Building
212 Third Avenue South
Suite 150
Minneapolis, MN 55401

Grant Number: MN0347L5K012308
Recipient's Name: Ramsey County
Tax ID Number: 41-6005875
Unique Entity Identifier [SAM]: S5C3Q2AJXM83
Federal Award Date: 9/18/2024

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Ramsey County (the “Recipient”). This Agreement, the Recipient’s use of funds provided under this Agreement (the “Grant” or “Grant Funds”), and the Recipient’s operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2023 (Pub. L. 117-328, approved December 29, 2022)
2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”);
3. the Continuum of Care Program rule at 24 CFR part 578 (the “Rule”), as amended from time to time;
4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and
5. the Recipient’s application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the “Application”).

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD’s total funding obligation authorized by this grant agreement is \$162,042, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Total Amount
MN0347L5K012308	12 months	09-01-2024 - 08-31-2025	\$162,042
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$156,292
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. VAWA			\$0
k. Rural			\$0
l. Admin Costs			\$5,750
m. Relocation Costs			\$0
n. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

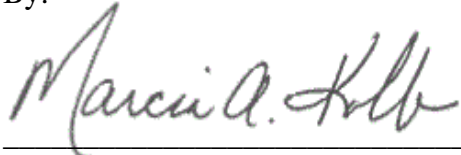
The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Marcia A. Kolb, Director

(Typed Name and Title)

September 18, 2024

(Date)

RECIPIENT

Ramsey County

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

RECIPIENT

Ramsey County

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

RECIPIENT

Ramsey County

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

RECIPIENT

Ramsey County

(Name of Organization)

By:

(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

Dawn Horgan
U.S. Department of Housing and Urban Development
Community Planning and Development
Paul D. Wellstone Government Building
212 Third Ave South, Ste 150
Minneapolis, MN 55401

July 5, 2024

Ms. Horgan:

Ramsey County accepts the transfer of the FY23 South Metro Human Services Grant MN0347L5K012308 from the current recipient, South Metro Human Services. The FY23 grant will be effective October 1, 2024.

This grant will be used to hire new staff positions equivalent to 1.5 FTE to support the Ramsey County Coordinated Entry for Youth and Singles (CEYS) program. CEYS is the direct assistance priority list management team working to serve youth and single adults. CEYS assists clients with accessing assessment points, communicating list placement, matching of clients to housing referrals, assisting with HMIS needs, troubleshooting match needs, and sending and receiving housing referrals to and from providers. The work supporting this team through Grant MN0347L5K012308 will be as follows:

- Assisting clients with accessing CEYS assessment entry points and determining eligibility, including being certified to administer and complete new assessments and assessment updates
- Communicating and clarifying housing needs
- Assisting with client documentation
- Navigating clients to potential mainstream housing options
- Coordinating potential matches with housing referrals and provider partners with CEYS Priority List Managers
- Supporting Housing Support principals and advocacy for client with community partners and providers
- Assisting with HMIS needs and updates

These positions will continue to support the current CEYS team's needs of a centralized and consistent access point to CEYS assessments and updates. The positions will also meet the CEYS team's needs in providing expanded navigation and coordination services to provide stronger supportive benefits to our 18+ population.

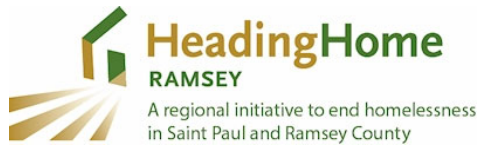
Sincerely,



Kimberly Cleminson
Deputy Director, Ramsey County Housing Stability

cc : David Zaffrann, Interim Coordinator, Heading Home Ramsey CoC

Metro Square
121 7th Place East,
Suite 4200,
Saint Paul, MN 55101
Phone : 651-266-1040
www.ramseycounty.us



Dawn Horgan
U.S. Department of Housing and Urban Development
Community Planning and Development
Paul D. Wellstone Government Building
212 Third Ave South, Ste 150
Minneapolis, MN 55401

July 10, 2024

Ms. Horgan:

On behalf of the Heading Home Ramsey Continuum of Care, MN-501, I write to approve the transfer of Grant MN0347L5K012308 from the current recipient, South Metro Human Services, to Ramsey County Housing Stability.

This grant transfer has been discussed and agreed to between all of the parties, including all current subgrantees, and it is in the best interests of the CoC in order to ensure coordinated and consistent access points to assessments and updates for our Coordinated Entry for Youth and Singles program and priority lists.

This transfer will also bring these resources into closer proximity and foster better coordination with other parts of our Coordinated Entry System, including navigation services for mainstream benefits and our new Shelter Entry and Diversion team, which provides shelter reservations and diversion services for single adults and serves as a “no wrong door” single point of contact for anyone experiencing homelessness in Ramsey County.

Please reach out with any additional questions or comments that you may have.

Sincerely,

A handwritten signature in black ink that reads "D. M. Zaffrann". The signature is written in a cursive style.

David Zaffrann
Interim Coordinator, Heading Home Ramsey CoC, MN-501

cc:

St. Paul Deputy Mayor Jaime Tincher, Chair, Heading Home Ramsey
Ramsey County Commissioner Trista Martinson, Vice Chair, Heading Home Ramsey
Keith A. Lattimore, Director, Ramsey County Housing Stability
Kimberly Cleminson, Deputy Director, Ramsey County Housing Stability

Board of Commissioners

Request for Board Action

Item Number: 2024-627

Meeting Date: 11/26/2024

Sponsor: Property Management

Title

Second Amendment to Lease Agreement with Metropolitan Council for Leased Space in the Metro Square Building

Recommendation

1. Approve the second amendment to the lease agreement with Metropolitan Council, 390 Robert Street North, Saint Paul, MN 55101, for space at Metro Square, 121 7th Place East, Saint Paul, MN 55101, to extend the lease for the period of March 1, 2025 through December 31, 2025, at a negotiated rate.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

Background and Rationale

The Metropolitan Council has leased space at Metro Square since March 2018, initially using it for the Gold Line Bus Rapid Transit (BRT) Project Office. On February 22, 2022, Metropolitan Council expanded the use of the office to include support for the Purple Line BRT Project Office.

The current lease term is to expire February 28, 2025. While the Gold Line BRT is scheduled to open March 2025, there will still be follow-up and closeout tasks to be completed before staff can transition to new projects. The Purple Line BRT is actively evaluating its needs and opportunities through various partnerships.

Since neither project will be ready to vacate the office space by the current lease expiration date, a request has been made for a short-term lease extension until further clarity about the project future is established.

Property Management supports extending the lease for the Metropolitan Council at Metro Square and has negotiated a ten-month lease extension at market-rate pricing.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The racial equity impact of this lease amendment is unknown.

Community Participation Level and Impact

There is no community engagement related to the lease amendment.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The second lease amendment includes a rate of \$20.89 per square foot or \$166,740 for the term of the ten-month lease extension. Revenues from the lease extension and corresponding expenditures will be incorporated into the 2025 Property Management operating budget.

Last Previous Action

On February 22, 2022, the Ramsey County Board of Commissioners approved the first lease amendment with Metropolitan Council to allow for use of the leased space in Metro Square by the Purple Line BRT Project Office (Resolution B2022-055).

Attachments

1. Second Amendment to Lease Agreement

METROPOLITAN COUNCIL
390 North Robert Street, St. Paul, MN 55101-1805
(651) 602-1000

AMENDMENT NUMBER TWO
to
LEASE

Metropolitan Council Contract No. 17M164

THIS SECOND AMENDMENT TO LEASE, made and entered into this ____ day of _____, 2024, by and between Ramsey County, a political subdivision of the State of Minnesota (hereinafter referred to as “Landlord”) and Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (hereinafter referred to as “Tenant”);

RECITALS:

WHEREAS, Ramsey County and Tenant entered into a Lease Agreement Dated March 1, 2018 (“Lease”) for approximately 9,578 useable square feet which is outlined on Exhibit B of the Lease located on the first floor of the building.

WHEREAS, the premises shall consist of the Gold Line Project Office as well as the Purple Line Project office as of January 2, 2022. All Rent, beginning with Rent payment due to the Landlord on January 1, 2022 through the termination of the Lease, shall be paid 50% by the Gold Line Project Office and 50% by the Purple Line Project Office.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. **Defined Terms and Conflict.** Each capitalized term used in this Second Amendment shall have the same meaning as is in the Lease, unless the context of this Second Amendment requires otherwise. In the event of any conflict between the terms and provisions of the Lease and those of this Second Amendment, the terms and provisions of this Second Amendment shall control, in all events.
2. **Recitals.** All of the Recitals set forth above are hereby incorporated into the body of this Second Amendment, as though separately and specifically set forth herein.
3. **Extension.** The Term of the Lease is hereby extended for a period of ten (10) months (the “**Extended Term**”) commencing on March 1, 2025 (the “**Extended Term Commencement Date**”) and expiring on December 31, 2025 (the “**Extended Termination Date**”), unless sooner terminated in accordance with the provisions of the Lease.
4. **Minimum Rental.** Commencing on the Extended Term Commencement Date and on the first (1st) day of each and every month thereafter through the Extended Term Termination Date, Tenant Shall pay Landlord monthly installments of Minimum Rental for the Premises under Lease, as follows:

<u>Period of Extended Term</u>	<u>Annual Minimum Rental/PSE</u>	<u>Monthly Installments of Minimum Rental</u>	<u>10 Month Term Total</u>
March 1, 2025 – December 31, 2025	\$20.89	\$16,673.95	\$166,739.52

5. **“AS-IS.”** Tenant acknowledges and agrees that it shall be leasing the Premises during the Extended Term in their existing “AS IS” “WHERE IS” condition without any obligation on the part of Landlord to make any alterations, modifications, or improvements thereto or provide any allowances, therefore.

6. **Landlord Performance.** Tenant hereby agrees that, as of the date hereof, Landlord has fully performed under the Lease and no act or omission has taken place which, with the giving of notice or the passage of time, or both would be a default by Landlord under the Lease.
7. **No Broker.** Tenant represents and warrants to Landlord that it has not engaged or dealt with any broker in connection with the Second Amendment, and Tenant agrees that the extent available at law, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any certain claim for a broker's fee or finder's fee (collectively "Leasing Commissions") asserted by anyone on account of any dealings with Tenant in connection with this Second Amendment.
8. **Submission.** Submission of this Second Amendment by Landlord to Tenant for examination and/or execution shall not in any manner bind Landlord and no obligations on Landlord shall arise under this Second Amendment unless and until this Second Amendment is fully signed and delivered by Landlord and Tenant; provided, however, the execution and delivery by Tenant of this Second Amendment to Landlord shall constitute an irrevocable offer by Tenant of the terms and conditions herein contained, which offer may not be revoked for twenty (20) days after such delivery
9. **Entire Agreement.** This Second Amendment constitutes the entire understanding between the parties with respect to the transaction contemplated herein and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, letters of intent and proposals are merged into this Second Amendment. Except as otherwise expressly provided herein, neither this Second Amendment nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.
10. **No Recording.** Neither this Second Amendment nor any memorandum thereof shall be recorded and the act of recording by Tenant shall be deemed a default by Tenant hereunder.
11. **Construction of Agreement.** In construing this Second Amendment, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Second Amendment. Whenever required by the context, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Second Amendment shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it.
12. **Partial Invalidity.** The provisions of this Second Amendment shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity of enforceability of any other provision hereof.
13. **Counterparts; Facsimile.** This Second Amendment may be executed in multiple counterparts and shall be valid and binding with the same force and effect as if all parties had executed the same Second Amendment. A fully executed .pdf or facsimile copy of this Second Amendment shall be effective as an original.

[Signature page(s) to follow]

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized officers on the dates set forth below.

LANDLORD:

TENANT:

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Victoria Reinhardt, Chair,
Ramsey County Board of Commissioners
Date: _____

By: _____
Ryan O'Connor, Regional Administrator
Date: _____

By: _____
Jason Yang, Chief Clerk,
Ramsey County Board of Commissioners
Date: _____

Approval Recommended by:

By: Jean Krueger
Jean R. Krueger, Director
Property Management
Date: _____
11/18/2024

Approved as to form:

Kathleen Ritter
Assistant Ramsey County Attorney
Date: __11/18/2024_____

Board of Commissioners

Request for Board Action

Item Number: 2024-630

Meeting Date: 11/26/2024

Sponsor: Public Works

Title

Second Amendment to the Capital Grant Agreement with the Metropolitan Council and Ramsey County 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 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 and Chief Clerk 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 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 CIG 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 the Second Amendment 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 the 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 RCRRA 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 RCRRA 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 Purple Line Bus Rapid Transit Project's Project Development Phase on October 4, 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 approved by the Federal Transit Administration.

Additionally, funding expended while the 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 Ramsey County Regional Railroad Authority for the METRO Purple Line Bus Rapid Transit Project (Resolution B2023-205).

Attachments

1. Second Amendment

**Second Amendment to the
Capital Grant Agreement (#211040) 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>METROPOLITAN COUNCIL</p> <p>By: _____ Ryan O'Connor, Regional Administrator</p> <p>Date: _____</p>	<p>RAMSEY COUNTY</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>RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY</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).

Table C-1 Rev 3														
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
PROJECT EXPENSES														
ROW														
Total													\$ 4,000	\$ 4,000
CONTRACTS														
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)														
TOTAL						\$ 106,331	\$ 310,399	\$ 451,322	\$ 717,720	\$ 757,185	\$ 2,161,730	\$ 584,824	\$ 906,229	\$ 5,995,739
AGENCY STAFFING														
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
TOTAL	\$ 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
PROJECT OFFICE SET-UP & OPERATIONS														
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
TOTAL		\$ 267	\$ 1,610	\$ 426	\$ 11,778	\$ 23,106	\$ 23,162	\$ 23,137	\$ 260	\$ 23,094	\$ 23,711	\$ 359	\$ 11,642	\$ 142,552
PROJECT (PD) TOTAL	\$ 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
CUMULATIVE TOTAL	\$ 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	
PROJECT REVENUES														
RAMSEY COUNTY														
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	
PROJECT 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	

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	
PROJECT EXPENSES														
ROW														
								\$ (4,000)						\$ (4,000)
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (4,000)
CONTRACTS														
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							
TOTAL	\$ 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	
AGENCY STAFFING														
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	
TOTAL	\$ 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	
PROJECT OFFICE SET-UP & OPERATIONS														
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	
TOTAL	\$ 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	
PROJECT (PD) TOTAL	\$ 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	
CUMULATIVE TOTAL	\$ 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		
PROJECT REVENUES														
RAMSEY COUNTY														
MONTHLY %	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
MONTHLY TOTAL		1,346,496	1,397,323	1,347,484	-	-	-	-	-	-	1,213,359	1,213,359	-	\$ 6,518,021
CUMULATIVE	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		
PROJECT TOTAL	\$ -	\$ 1,346,496	\$ 1,397,323	\$ 1,347,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,213,359	\$ 1,213,359	\$ -	\$ 6,518,021
CUMULATIVE	\$ 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	
PROJECT EXPENSES														
ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CONTRACTS														
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)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 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	
AGENCY STAFFING														
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	
TOTAL	\$ 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	
PROJECT OFFICE SET-UP & OPERATIONS														
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	
TOTAL	\$ 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	
PROJECT (PD) TOTAL	\$ 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	
CUMULATIVE TOTAL	\$ 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		
PROJECT REVENUES														
RAMSEY COUNTY														
MONTHLY %	0%	0%	0%	0%	100%	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		
PROJECT 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		

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	
PROJECT EXPENSES														
ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CONTRACTS														
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)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 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	
AGENCY STAFFING														
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	
TOTAL	\$ 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	
PROJECT OFFICE SET-UP & OPERATIONS														
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	
TOTAL	\$ 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	
PROJECT (PD) 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	
CUMULATIVE TOTAL	\$ 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		
PROJECT REVENUES														
RAMSEY COUNTY														
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	
CUMULATIVE	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		
PROJECT 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	
CUMULATIVE	\$ 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

DATE	ACTION
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 rd week in Month #4	Consultants submit invoices for work in Month #3 to the Council.
3 rd to 4 th week in Month #4	Council reviews consultant invoices and submits for approval.
1 st to 2 nd week in Month #5	Consultant prepares Month #3 monthly financial report and the Council reviews.
3 rd week in Month #5	Council submits Month #4 monthly financial report to the County for review.
4 th 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

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

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

By: 
Mee Cheng, Chief Clerk - County Board



Regional Railroad Authority Resolution R2021-021

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

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

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

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

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