

**INTERAGENCY AGREEMENT (MALL OF AMERICA TRANSIT STATION)  
BETWEEN THE CITY OF BLOOMINGTON, THE PORT AUTHORITY OF  
BLOOMINGTON AND THE METROPOLITAN COUNCIL**

This Agreement ("Agreement") is made this 27<sup>th</sup> day of September 2017 by and between the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota (the "Council"), the City of Bloomington, a municipal corporation and political subdivision organized under its home rule charter and the laws of the State of Minnesota (the "City"), and the Port Authority of the City of Bloomington, a public body politic and corporate, and political subdivision organized under the laws of the State of Minnesota (the "Port Authority"). The Council, the City and the Port Authority are referred to herein as the "Parties," and individually as a "Party."

**RECITALS**

- A. The Council intends to design, bid, and supervise the construction of improvements to the Mall of America Transit Station ("MOA Transit Station") located at the northwest corner of 24<sup>th</sup> Avenue and Killebrew Drive within the Mall of America East Parking ramp including the adjacent rights-of-way in the City of Bloomington as shown in Appendix A (the "Project").
- B. The City and the Port Authority have participated in the design and planning for the Project. The City and the Port Authority shall continue to participate in the Project, including approving the final design of the Project, reviewing the construction bid documents, and the approving certain change orders in the course of the construction, all as further set forth in this Agreement.
- C. The Port Authority has committed \$5,000,000 of tax increment derived from TIF District 1-C and TIF District 1-G to assist with the costs of the Project. The Port Authority will not commit any additional funds to the Project.
- D. The Council has committed \$2,000,000 to assist with the costs of the Project. The Council will also contribute in-kind by providing Council staff time without charge during the design and construction phases of the Project.
- E. In addition to the contributions from the Port Authority and the Council, the Parties have identified additional funding sources for the Project as follows: \$7,000,000 in a Congestion Mitigation Air Quality ("CMAQ") grant; \$2,250,000 in a Counties Transit Improvement Board ("CTIB") grant and \$8,750,000 in a State of Minnesota grant to the Council. The budget for the Project is \$25,000,000 and is set forth in Appendix B ("Project Budget").
- F. It is the intent of the Parties to seek additional funding sources if necessary and that a construction contract shall not be awarded for the Project until all funding for complete construction of the Project, including 10% of the Bid price contingency for construction change orders (included within the Project Budget) has been secured.

G. The Council currently operates and maintains the MOA Transit Station and will continue to operate and maintain the MOA Transit Station during construction of the Project and after the Project is completed.

H. The Port Authority, the City, MOAC Mall Holdings LLC, a Delaware limited liability company, and its successors and assigns ("MOAC Mall"), MOAC Land Holdings, LLC, a Delaware limited liability company ("MOAC Land," and collectively with MOAC Mall, "MOAC"), Delta Metro Lands LLC, a Delaware limited liability company, and its successors and assigns ("Delta Metro"), have entered into a Funding Agreement (Mall of America Transit Station) on the date hereof pursuant to which the Port Authority, the City, MOAC and Delta Metro have agreed to the Port Authority's contribution to the MOA Transit Station and the uses within the MOA Transit Station set forth in Sections 12 and 13.

## **AGREEMENT**

Now, therefore, in consideration of the mutual covenants of the Parties here provided, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

### **1. Design Review Process.**

1.1. The City and the Port Authority have participated with the Council in the process of designing the Project. The Parties expect that the plans for the Project set forth in Appendix A will be the final plans for the Project (the "Final Design Plans").

1.2. If the Council determines design changes are needed to the Final Design Plans, the Council agrees to consult with the City and the Port Authority to achieve a design mutually satisfactory to all the Parties. The Council will provide design changes to the City and the Port Authority twelve (12) business days prior to a meeting with the City and the Port Authority where the Parties will discuss comments. The City and the Port Authority will submit comments on the design plans to the Council two (2) business days prior to the meeting.

1.3. The Port Authority must approve the Final Design Plans.

1.4. The City approved the Final Design Plans on August 16, 2016 as part of Case File PL2016-120 – 8100 24<sup>th</sup> Ave South.

1.5. The Council must provide its final approval for the Final Design Plans.

**2. Vertical Circulation Components.** The Final Design Plans contemplate accommodating high-density mixed-use development on parcels adjacent to the right-of-way along the MOA Transit Station to the East across 24<sup>th</sup> Avenue. Future skyway connections from adjacent parcels to the station platform were considered during the design process and the Final Design Plans indicate the general location of the skyway connections in relation to the station platforms and canopies, the location and preliminary design for vertical circulation elements, the locations for the skyway support structure and other general design criteria for the skyway connections. The Project does not include the construction of the skyway connections but the Final Design Plans

accommodate the future installation of the skyway connections, at such time the Parties, MOA, and Delta Metro determine that the skyway connections are feasible and necessary. The Parties agree that the incorporation of the vertical circulation components described in this Section 2 will be required when the anticipated high-density mixed-use development occurs on the parcels adjacent to the right-of-way along the MOA Transit Station. When and if the Parties and Delta Metro determine the skyway connections are necessary, the Parties will work cooperatively to incorporate the vertical circulation components described in this Section 2 into the Project. Any cost sharing for the construction of the vertical circulation components will be negotiated by the Parties and Delta Metro prior to commencement of construction of the development on a parcel adjacent to the MOA Transit Station.

**3. Light Rail Tracks Expansion.** The Final Design Plans contemplate the future expansion of the light rail transit tracks within or along the exterior of the MOA Transit Station area to accommodate additional light rail transit traffic serving the MOA Transit Station as detailed in Appendix A, the final location of which could be modified by agreement by the Parties and the MOA. If any expansion of the light rail is approved by all necessary government entities, the Parties will work cooperatively to commence the changes to the Project necessary to accommodate the additional light rail traffic.

**4. Creative Placemaking.** The Final Design Plans include locations for public art and placemaking as detailed in Appendix A ("Placemaking"). The Parties support Placemaking and will work cooperatively to ensure that the Placemaking occurs during the construction of the Project, or is constructed by the City or Port Authority, or an artist contracted by the City, the Port Authority or MOAC, after the substantial completion of the Project.

**5. Final Plan and Bid Documents; Construction Process.**

5.1. The Final Design Plans are completed for the City's entitlement process. The Council will prepare final plan and bid documents for the Project.

5.2. The Port Authority will review and comment on the final plans and bid documents, which will include a final construction estimate and schedule. The Council will provide plans and bid documents to the Port Authority at least twelve (12) business days prior to a meeting with the Port Authority where the Parties will discuss comments. The Port Authority will submit comments on the final plans and bid documents to the Council two (2) business days prior to the Council's meeting. All comments on the final plans and bid documents that the Parties agree to incorporate in the Final Design Plans must be incorporated by the Council prior to the advertisement of bids.

5.3. After the construction contracts have been awarded by the Council, the Council agrees to provide notice to the Port Authority of each change order that is either (a) in excess of \$50,000 or (b) materially deviates from the approved Final Design Plans.

5.4. The Council will make its best efforts to complete the Project by June 30, 2019, if not sooner.

**6. Port Authority's Project Contribution.**

6.1. The Port Authority will pay up to \$5,000,000 (the "Port Authority Contribution") toward the Project Costs set forth in Section 6.2 (the "Project Costs") with tax increment derived from the TIF District 1-C and TIF District 1-G. The Port Authority will not commit any additional funds to the Project. The Port Authority shall not be responsible for any cost overruns of the Project.

6.2. The Port Authority Contribution to Project Costs may be used to pay for the following: the costs of constructing the Project (but not including design or engineering costs), acquisition of land or easements (if any), and permit fees. The Port Authority's Contribution shall not be used to pay the costs of the Council's staff, administrative and overhead costs, or the cost for design, fabrication and the cost of purchasing or installing the Placemaking.

6.3. The Port Authority will pay its contribution of \$5,000,000 to the Council in installments following the receipt of disbursement requests executed by an authorized representative of the Council. Each disbursement request will be accompanied by an accounting of expenditures made by the Council for Project Costs (with a description as to what costs the disbursement will be used for) and a progress report regarding construction of the Project. Each disbursement request will be reviewed and approved by the Administrator of the Port Authority and the Chief Financial Officer of the City. The Port Authority will process no more than one disbursement request per month and shall submit payment to the Council for each disbursement request within 15 business days of receipt of the disbursement request. The Council shall provide the Port Authority with a copy of the construction contract and the sworn construction statement for the Project prior to the Port Authority providing any portion of its contribution to the Council. Upon completion of the construction of the Project, the Council shall provide the Port Authority with written evidence of payment of Project Costs in the amount of at least \$5,000,000.

6.4. If at the completion of the Project, the Project Costs were less than anticipated, the Council will return a prorated portion of the cost savings to the Port Authority, with the cost savings prorated based on the amount of the contribution from each funding source.

**7. Council's Contribution to Project.** The Council will pay up to \$2,000,000 toward the costs of the Project. The Council will also contribute in-kind by providing Council staff time without charge during the design and construction phases of the Project.

**8. Council Management of Grants.** The Council agrees to manage the receipt and distribution of funds received as grants for the Project. The Council further agrees to comply with any grant requirements for the CMAQ grant in the amount of \$7,000,000 and the CTIB grant in the amount of \$2,250,000. The Council agrees to manage the receipt and distribution of funds related to the State bonding funds requested for the Project in the amount of \$8,750,000. If the State bonding funds are provided in the form of a grant, the Council also agrees to comply with any grant requirements related to such funds.

**9. No Award by Council if Required Funding Unavailable.**

9.1. The Council will not award a construction contract until all funding necessary to complete construction (including a contingency in the amount of 10% of the final bid price for construction change orders) has been secured.

9.2. The Parties agree that if the funding sources for the Project are less than Project Costs as shown by the eligible bids received, that the Parties will work together to find other sources of funds. If sufficient funding is not secured within 60 days of the receipt of bids, this Agreement may be terminated by any Party. Nothing in this Section 9.2 requires any Party to provide additional funding for the Project.

**10. Supervision of Construction of Project.** Once the construction contract(s) are awarded, the Council will supervise the construction of the Project. The Council will provide monthly progress reports to the City and the Port Authority.

**11. Changes to Right of Way.**

11.1. Any design or construction element that requires changes in the existing right of way for Killebrew Drive or 24th Avenue South that affect curb lines, lane widths, lane alignments/curvature, pavement markings pedestrian movements, sidewalks, streetscape, and traffic signals must be approved by the City and Hennepin County (24<sup>th</sup> Avenue is CSAH 1).

11.2. The Council must obtain all right-of-way, utility, electrical, building, noise exception for night time construction, or other permits required by the City or other governmental jurisdictions.

11.3. The Council will endeavor to keep all traffic lanes open during construction of the Project to the extent reasonably possible. If the Council cannot keep all traffic lanes open, it must provide the City with at least two business days' advance notice of any lane closures.

**12. Retail Component of Project.** The Parties agree that an approximately 1,042 square foot area adjacent to the MOA Transit Station footprint as identified on the map of the MOA Transit Station attached as Appendix A as "Retail" shall be utilized as a retail outlet providing products and goods typical of transit riders such as sundries and beverages. The retail area shall be on MOA property, not controlled by the Council; but the interface of the Project and the retail space shall be kept open to provide access to the retail space for customers and employees of the retail space. An operable gate shall separate the public space in the station from the retail space.

**13. Police Department Component of Project.** The Parties agree that an approximately 1,276 square foot area adjacent to the MOA Transit Station footprint as identified on the map of the MOA Transit Station attached as Appendix A as "BPD Open Office/Processing" shall be used by the Bloomington Police Department. This component of the Project shall be operated pursuant to the Cooperation Agreement, dated March 24, 2007, between the City and the Council and the Memorandum of Understanding between the City and the Council for Use of Police Substation Located at Mall of America, dated March 24, 2008.

**14. Insurance.** The Council shall maintain or cause to be maintained commercially reasonable property insurance, providing “all-risk” coverage on the MOA Transit Station and improvements constructed using the Port Authority Contribution, whether or not constructed on the MOA Transit Station, in an amount equal to replacement cost of the value thereof. If damages which are covered by such required insurance occurs to the MOA Transit Station or improvements thereto, then the Council shall, at its sole option and discretion, use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage.

At the written request of the City or the Port Authority, the Council shall promptly furnish to the City or the Port Authority certificates of insurance evidencing the existence of the required insurance.

**15. Maintenance of MOA Transit Station.**

15.1. The Council currently operates and maintains the MOA Transit Station pursuant to the Hiawatha Corridor Light Rail Transit Operations, Maintenance, and Police Services Agreement, dated December 31, 2004, between the Council and MOAC Mall Holdings LLC and will continue to operate and maintain the MOA Transit Station during construction of the Project and after the Project is completed.

15.2. The Council shall not, without the written consent of the Port Authority and the City, permit the use of the Project for any purpose other than for the MOA Transit Station on a permanent basis.

15.3. The Council shall comply with the following requirements: (i) shall keep the interior of the MOA Transit Station and the adjacent exterior public areas in good condition and repair, subject to reasonable and ordinary wear and tear; (ii) shall complete promptly and in good and workmanlike manner any improvements within the MOA Transit Station; (iii) shall promptly restore in like manner or demolish any portion of the improvements which may be damaged or destroyed; and (iv) shall comply with all applicable laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the MOA Transit Station, or any part thereof, or requiring any alterations or improvements thereto.

**16. Condemnation.** If all or any portion of the MOA Transit Station is condemned to an extent that the Council can no longer use the MOA Transit Station for its intended purposes, then the Council shall, at its sole option and discretion, use or cause the condemnation proceeds to be used to acquire an interest in replacement property to build another transit station to serve the same area served by the MOA Transit Station.

**17. Events of Default and Remedies.**

17.1. The following shall constitute an Event of Default under this Agreement:

A. If any representation, covenant, or warranty made by the Council herein, in any other document furnished pursuant to this Agreement, or in order to induce the Port Authority to disburse any of the Port Authority Contribution, is untrue or incorrect in any

material respect or materially misleading as of the time such representation, covenant, or warranty was made.

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

17.2. Upon the City or the Port Authority's giving the Council written notice of an Event of Default, the Council shall have thirty (30) days in which to cure such Event of Default, or such longer period of time as may be reasonably necessary so long as the Council is using its best efforts to cure and is making reasonable progress in curing such Events of Default (the "Cure Period"). In no event shall the Cure Period for any Event of Default exceed six (6) months. Within ten (10) days after receipt of notice of an Event of Default, the Council shall propose in writing the actions that the Council proposes to take and the schedule required to cure the Event of Default.

17.3. Upon the Council's failure to cure an Event of Default within the Cure Period, the City or the Port Authority may enforce any or all of the following remedies, as applicable:

A. The Port Authority may refrain from disbursing the Port Authority Contribution; provided, however, the City or the Port Authority may make such a disbursement after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. The City or the Port Authority may enforce any additional remedies it may have in law or equity.

C. The City or the Port Authority may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Council.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the City or the Port Authority would otherwise possess.

Prior to the City or the Port Authority refraining from disbursement of the Port Authority Contribution, demanding return of any portion of the Port Authority Contribution already disbursed to the Council, or terminating this Agreement, the City or the Port Authority shall meet with the Council to discuss winding down the Project. Notwithstanding any provisions in this Agreement, the City or the Port Authority 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, attorneys' 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).

## **18. Miscellaneous**

18.1. The Council shall maintain or cause to be maintained books, records, documents and other

evidence pertaining to the costs or expenses associated with the completion of the Project and compliance with the requirements contained in this Agreement, and upon request shall allow or cause the entity which is maintaining such items to allow the Port Authority, auditors for the Port Authority, to inspect, audit, copy, or abstract, all of its books, records, papers, or other documents relevant to the Port Authority Contribution. The Council shall use or cause the entity that is maintaining such books and records to use generally accepted accounting principles in the maintenance of such books and records, and shall retain or cause to be retained all of such books, records, documents, and other evidence for a period of six (6) years from the date that the MOA Transit Station has been completed and, if applicable, for a period of five (5) years from the date of the Council's completion of the Project.

18.2. The Council agrees with respect to any data that it possesses regarding the Port Authority Contribution and the Project to comply with all applicable provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes, as such may be amended, modified or replaced from time to time.

18.3. The Council agrees to not engage in discriminatory employment practices in the completion of the Project and it shall, with respect to such activities, fully comply with all applicable provisions contained in Minn. Stat. Chap. 363A and Minn. Stat. §181.59, as such may subsequently be amended, modified or replaced from time to time.

18.4. The Council will fully comply with the Americans with Disabilities Act of 1990, as amended, in the design and construction of the Project.

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

18.6. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Council and the City and the Port Authority, nor shall the Council be considered or deemed to be an agent, representative, or employee of the Port Authority or the City in the performance of this Agreement or the completion of the Project. All personnel of the Council or other persons while engaging in the performance of this Agreement and the completion of the Project shall not have any contractual relationship with the Port Authority and shall not be considered employees of Port Authority. In addition, all claims that may or might arise on behalf of said personnel or other persons while so engaged out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Council, its officers, agents, contractors, or employees shall in no way be the responsibility of the Port Authority. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Port Authority, including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.



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

To the Council at:

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

To the City at:

City of Bloomington  
Attn: City Manager  
1800 West Old Shakopee Road  
Bloomington, Minnesota 55431

To the Port Authority at:

Port Authority of the City of Bloomington  
Attn: Administrator  
1800 West Old Shakopee Road  
Bloomington, Minnesota 55431

18.8. This Agreement shall be binding upon and inure to the benefit of the Council, the City, and the Port Authority, and their respective successors and assigns; provided, however, that the Council, the City and the Port Authority may not assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties. Unless provided herein, no change or modification of the terms or provisions of this Agreement shall be binding on the Council, the City or the Port Authority unless such change or modification is: (i) in writing; (ii) approved by the Parties' respective governing boards, provided, however, that a governing board may, by resolution or action, delegate such authority; and (iii) legally executed.

18.9. Neither the failure by the Council or the City or the Port Authority in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Council or the City or the Port Authority to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Council or the City or the Port Authority in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

18.10. This Agreement and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Council, the City, and the Port Authority, and there are no other agreements, either oral or written, between the Council, the City, and the Port Authority on the subject matter hereof.

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

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

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

18.14. The Council shall promptly provide additional information and make supplemental reports to the City or the Port Authority as may be reasonably requested by the City or the Port Authority.

18.15. All obligations of the Council hereunder not fully performed as of the date of completion of the Project shall survive the completion of the Project, and the Council, its successors and assigns shall be fully bound by such obligations, unless waived by the City and the Port Authority.

18.16. The Council shall acknowledge the City and the Port Authority as a funding partner in all promotional, branding and educational materials related to the MOA Transit Station.

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

A. The Party or Parties (the Initiating Party) may initiate the dispute resolution process by providing the other Parties with a written notice describing the perceived conflict, the Initiating Party's position, and underlying reasons therefore.

B. The other Party or Parties (Responding Party) shall, within ten (10) business days of receipt of such notice, provide the Initiating Party with a written response describing its view of the perceived conflict, the Responding Party's position, and underlying reasons therefor.

C. The Parties shall meet within fourteen (14) business days from the date the Initiating Party receives the Responding Party's response to resolve the dispute.

D. The Parties will be guided by the following principles:

- 1) The Parties will attempt in good faith to reach a negotiated settlement.
- 2) The Parties agree there will be fair representation of the Parties.
- 3) The Parties will use legal proceedings as a last resort.

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

18.18. The Council shall perform and complete the Project in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

18.19. The Council may engage contractors to perform Project activities. However, the Council retains responsibility to the City and the Port Authority for performance of the Project and the use of such contractors does not relieve the Council from any of its obligations under this Agreement.

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

A. The contractor must maintain all records and provide all reporting as required by this Agreement.

B. The contractor must defend, indemnify, and save harmless the City and the Port Authority from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.

C. The contractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming the City and the Port Authority as additional insureds, and provide to the Council prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage.

D. The contractor must be an independent contractor for the purposes of completing the contracted work.

E. The contractor must acknowledge that the contract between the Council and the contractor does not create any contractual relationship between the City, the Port Authority, and the contractor, or any combination thereof.

F. The contractor shall perform and complete the Project in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any

federal, state, or local political subdivisions having jurisdiction over the Project.

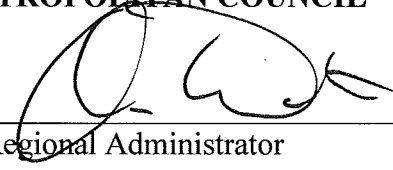
**19. Authorized Agent.** The City's and the Port Authority's authorized agent for purposes of administration of this Agreement is the Schane Rudlang, Port Authority Administrator, or his designee. The Council's authorized agent for purposes of administration of this Agreement is Derek Berube, Principal Contract Administrator, or his successor.

(The remainder of this page is intentionally left blank.)

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their respective duly authorized representatives on the dates indicated below.

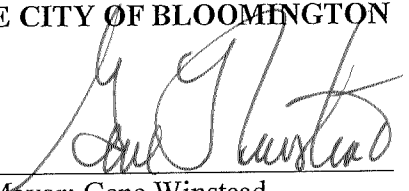
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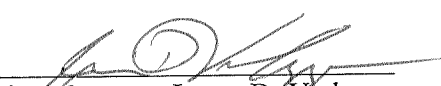
**METROPOLITAN COUNCIL**

By:   
Its Regional Administrator

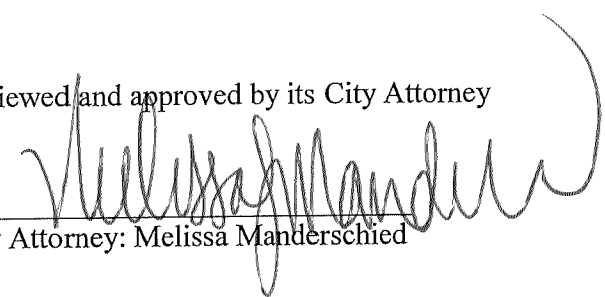
Date: September 19, 2017

**THE CITY OF BLOOMINGTON**

By:   
Its Mayor: Gene Winstead

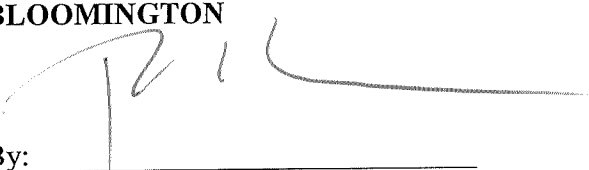
By:   
Its City Manager: James D. Verbrugge

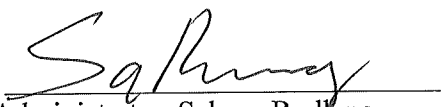
Reviewed and approved by its City Attorney

By:   
City Attorney: Melissa Manderschied

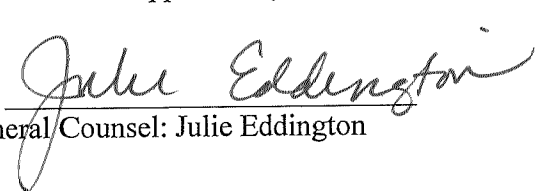
Date: September 19, 2017

**PORT AUTHORITY OF THE CITY OF  
BLOOMINGTON**

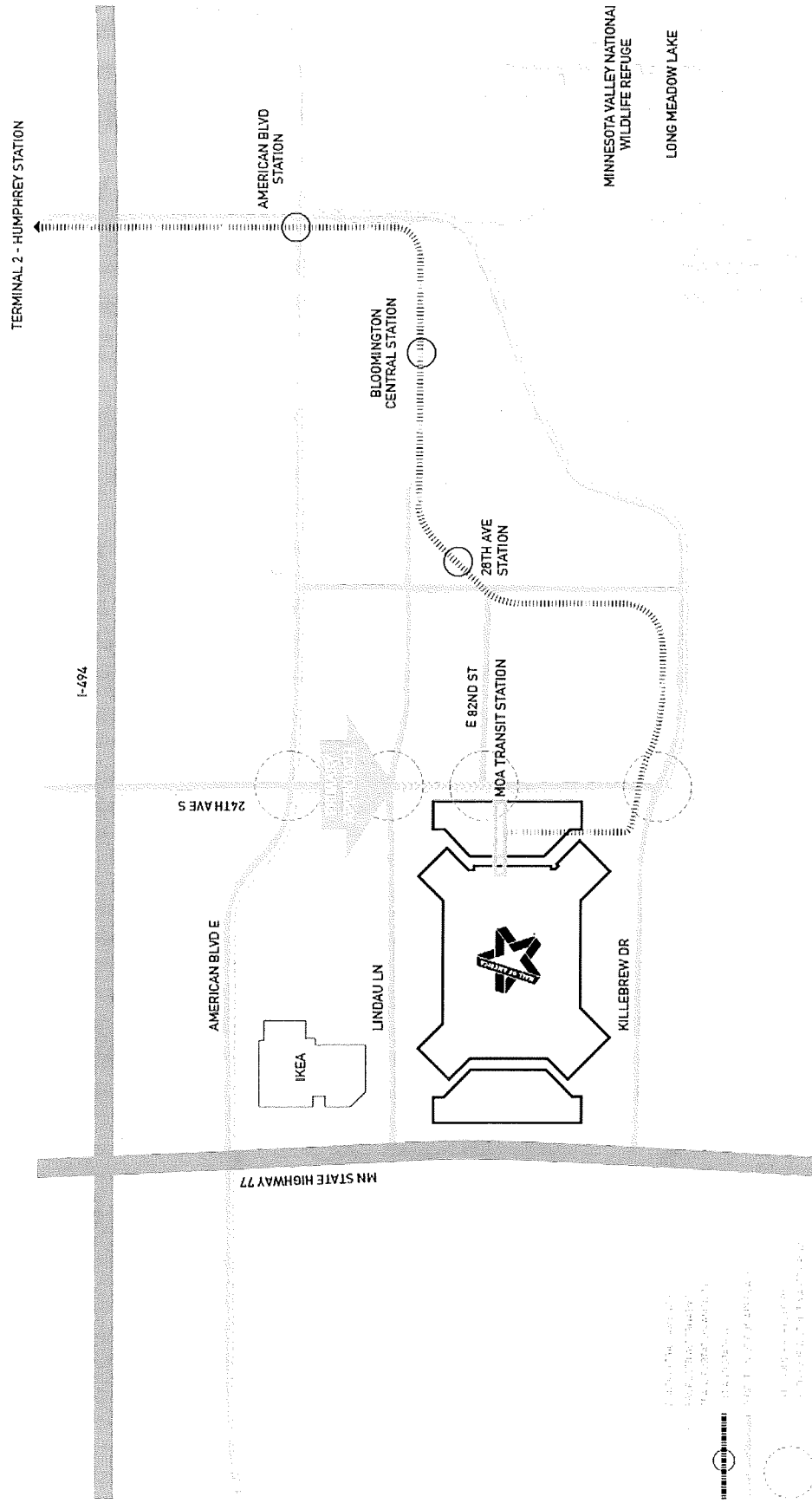
By:   
Its President: Robert Erickson

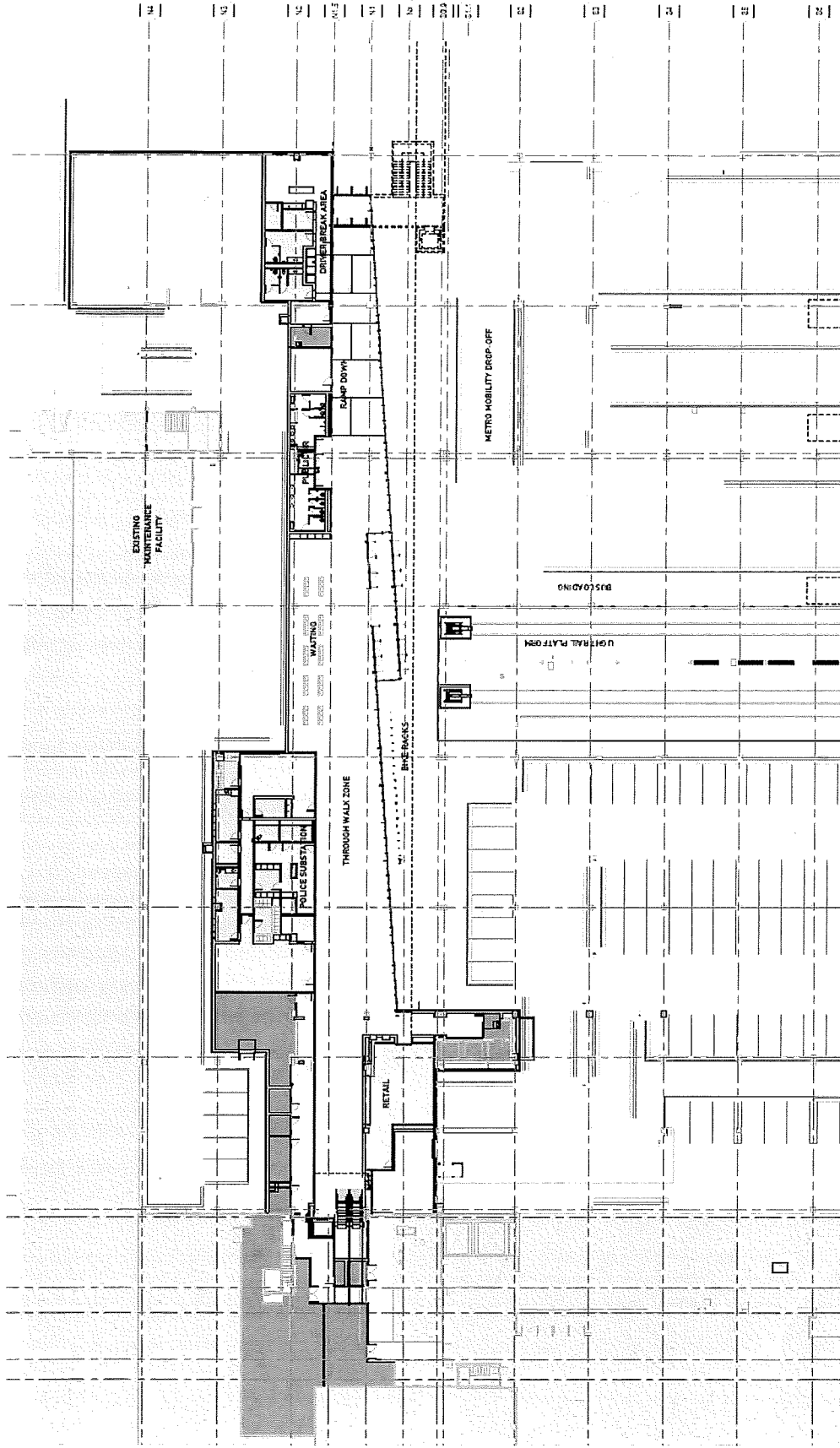
By:   
Its Administrator: Schane Rudlang

Reviewed and approved by its General Counsel

By:   
General Counsel: Julie Eddington

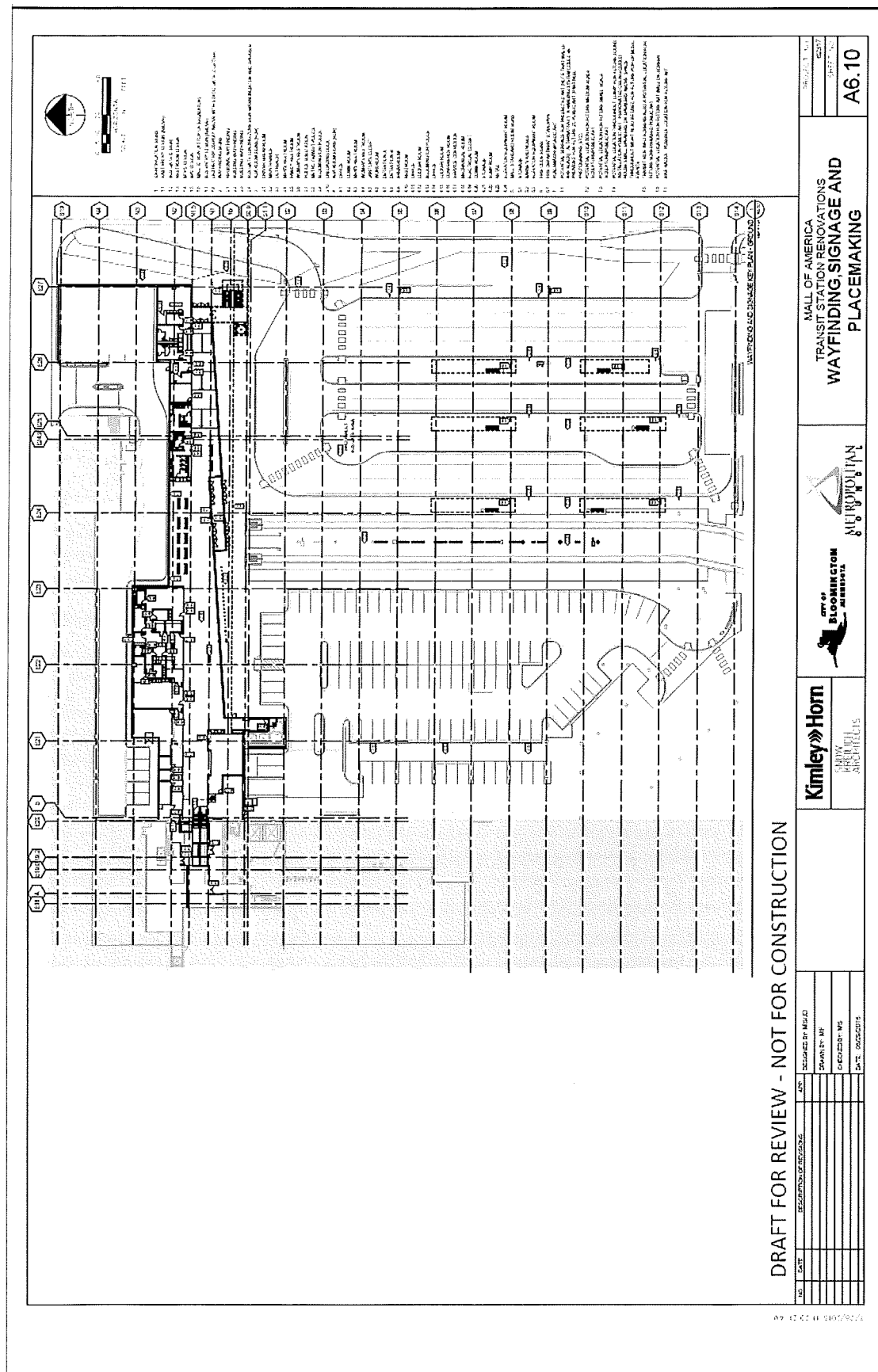
APPENDIX A  
FINAL DESIGN PLANS





SHLOM KREILICH ARCHITECTS  
DESIGN  
MALL OF AMERICA TRANSIT STATION  
BLOOMINGTON, MN  
PROJECT  
SCOPE  
ARCHITECTURAL PLAN  
GROUND FLOOR





**APPENDIX B**

**PROJECT BUDGET**

<b>Estimated MOA Transit Station Budget</b>	<b>Cost estimate</b>
Project Management	\$ 1,350,000.00
Removals	\$ 900,000.00
Concrete	\$ 1,000,000.00
Steel	\$ 900,000.00
Building	\$ 9,350,000.00
Site Improvements	\$ 2,600,000.00
Lighting / Power / Communications	\$ 5,400,000.00
<b>Total Construction Cost</b>	<b>\$ 21,500,000.00</b>
Design	\$ 2,500,000.00
Contingency	\$ 1,000,000.00
<b>TOTAL PROJECT COST</b>	<b>\$ 25,000,000.00</b>