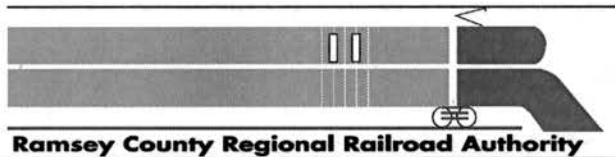




Ramsey County Regional Railroad Authority.  
Records.

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6560 Ramsey County Government Center West  
50 Kellogg Boulevard West  
St. Paul, Minnesota 55102 (651) 266-2760

## **REGIONAL RAILROAD AUTHORITY MEETING**

April 5, 2011

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

.....  
**ROLL CALL** and Call to Order

**AGENDA** of the April 5, 2011 Board Meeting is presented for approval.

**MINUTES** of the March 1, 2011 Board Meeting is presented for approval.

### **ADMINISTRATIVE AGENDA**

#### **1. Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the Minnesota High Speed Commission for 2011**

##### ***Board Action Requested:***

- 1) Accept the Minnesota High Speed Rail Commission's 2011 Budget.
- 2) Approve the Ramsey County Regional Railroad Authority's payment of \$17,625 to the Minnesota High Speed Rail Commission as its funding commitment to the 2011 budget.
- 3) Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

#### **2. Agreement with HR&A Advisors Inc. for a Phase II Economic Analysis and Development Potential Study for The Union Depot**

##### ***Board Action Requested:***

- 1) Approve an agreement with HR&A Advisors Inc., 99 Hudson Street, 3<sup>rd</sup> Floor, New York, NY 10013 for a Phase II Economic Analysis and Development Potential Study for The Union Depot for the period of 04/05/2011, through 08/01/2011, in an amount not to exceed \$135,000.
- 2) Authorize the Chair and Chief Clerk to execute the agreement.

### **CORRIDOR UPDATES**

### **ADJOURNMENT**

# RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

March 1, 2011

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Reinhardt (late), Rettman, McDonough – 6. Absent: Parker - 0. Also present was Julie Kleinschmidt, County Manager and Phil Carruthers, Director of Civil Division, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 10:25 AM.

## AGENDA

Commissioner Ortega moved approval of the Agenda of the March 1, 2011 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, McDonough – 5. Nays – 0.

## MINUTES

Commissioner Carter moved approval of the Minutes of the February 1, 2011 Board Meeting, seconded by Commissioner Ortega. Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, McDonough – 5. Nays – 0.

### 1. Approve funding to continue Central Corridor construction activities through April 2011

(Commissioner Reinhardt arrived at this point)

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Ortega.

Chair McDonough invited Mark Fuhrmann to the podium to give a brief presentation on this item.

[The presentation is on file with the Ramsey County Regional Railroad Authority office]

Mark Fuhrmann, Program Director, Central Corridor LRT Project, Metropolitan Council, gave a quick overview of the Full Funding Grant Agreement (FFGA) and the project schedule. He said they are about halfway through the 60 day Congressional Review period, which should be completed early April. They are targeting execution of the FFGA in April. As they are currently in the heavy construction period, today's request is to approve funding for construction activities through April 2011. This request is not for additional or expedited funding, it is simply a request to authorize spending authority prior to receipt of the FFGA.

Commissioner Rettman asked for an explanation of the cumulative amount of \$23.4 million that the Ramsey County Regional Railroad Authority approved in Letters Of No Prejudice (LONP) contract commitments through April 30, 2011. She said the attachments in their board packet detailing RCRRA's approved funding up to this point do not add up to the \$23.4 million.

Chair McDonough explained that the \$23.4 million is the amount that was approved under LONPs. He said there have been other approvals in RCRRA funding, such as for Preliminary Engineering and Final Design, that have not been included in the \$23.4 million figure because they were not LONP committed funds.

Commissioner Rettman asked if today's request of \$9.1 million would bring the total of LONP committed funds to \$23.4 million or \$24.9 million.

Steve Morris, Transit Project Manager, RCRRA, said it would bring the total to \$24.9 in authorized LONP funding, but the expenditure is actually \$23.4 because of the lower construction contract bids.

Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 6. Nays – 0.

Mr. Fuhrmann added that the Metropolitan Council and the Central Corridor Light Rail Transit project office have published the Supplemental Environmental Assessment, to identify the impacts on business and business revenue caused by the project construction. This report is available on Central Corridor's website, as well as in hard copy in libraries. He added that they will have two public hearings on March 16, 2011 at

8am and 6pm. Written comments can also be submitted to the project office and verbal comments can be made by calling the project's comment line.

(R11-12)

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance the Central Corridor and other transit projects that benefit the citizens of Ramsey County; and

WHEREAS, The Metropolitan Council is responsible for delivering the project according to Federal Transit Administration and local project partners' requirements; and

WHEREAS, The project is expected to receive a Full Funding Grant Agreement in April of 2011; and

WHEREAS, In order to maintain the project schedule, construction begun in 2010 needs to continue; and

WHEREAS, The Federal Transit Administration allows for early construction under a Letter of No Prejudice; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves continuation of early construction work on the Central Corridor through April of 2011, upon receipt of a Federal Transit Authority Letter of No Prejudice, up to a Ramsey County Regional Railroad Authority share of \$9.1 million from the existing Ramsey County Regional Railroad Authority Central Corridor commitment of \$67,000,000.

2. Agreement with the Minnesota Department of Transportation for \$9,767,500 in State bond funds for the Union Depot Multi-Modal Transit Hub

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, McDonough – 6. Nays – 0.

(R11-13)

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

WHEREAS, The Minnesota Department of Transportation awarded a \$9,767,500 grant to the Ramsey County Regional Railroad Authority for the project; and

WHEREAS, A Grant Agreement has been negotiated with the Minnesota Department of Transportation to provide the funding; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes acceptance of a grant in state bond funds from the Minnesota Department of Transportation for the Union Depot Project, in the amount of \$9,767,500; and be it further

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

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

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

CORRIDOR UPDATES



- Gateway Corridor

Commissioner Ortega reported that the first meeting of the Gateway Policy Advisory Committee (PAC) was held on February 2, 2011. This committee includes all of the cities from Minneapolis to Eau Claire. The Gateway Corridor Commission also met in March and is moving ahead with the Alternatives Analysis. There is a link to the Gateway Corridor on the RCRRA website for information on the status of the project and the open houses taking place.

- Rush Line Corridor

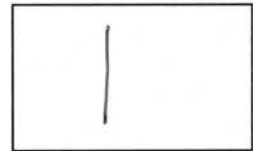
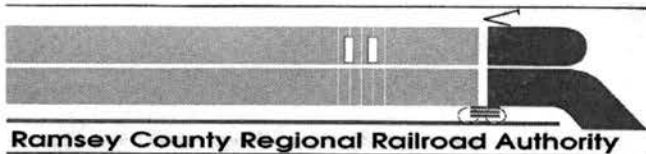
Commissioner Reinhardt reported that the 285 route change took place on February 14, 2011 and it will be about a month before they have updated information.

- Central Corridor

Commissioner Carter reported that the community meeting for the Western Avenue Station is taking place tonight at 225 University Avenue.

#### ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:43 AM.



## REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 04/05/2011

Regional Railroad Authority Meeting Date: \_\_\_\_\_

**SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the Minnesota High Speed Rail Commission for 2011**

### EXECUTIVE SUMMARY

The Minnesota High Speed Rail Corridor begins at The Union Depot in downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La Crescent, prior to entering Wisconsin and continuing on to Chicago. The Corridor is utilized by Amtrak for its Empire Builder passenger train between the Twin Cities and Chicago/Seattle. Additionally, the Midwest Regional Rail Initiative identifies the Corridor as the high speed connection between the Twin Cities and Chicago.

On April 28, 2009, the Ramsey County Regional Railroad Authority (RCRRA) Board adopted the Minnesota High Speed Rail Joint Powers Agreement (Agreement). The Agreement has since been adopted by the majority of regional railroad authorities along the Corridor creating the Minnesota High Speed Rail Commission (Commission). The Commission has the purpose of bringing together the regional railroad authorities and cities to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, construction and operation of an integrated rail transportation system within the Corridor.

In approving the Agreement, the RCRRA agreed to be a Financial Party and to pay a portion of the Commission's yearly activities. On September, 1, 2009, the RCRRA also approved a Financial Services Agreement with the Commission, which designated the RCRRA as the Fiscal Agent for the Commission. On December 2, 2010, the Commission passed its 2011 Work Plan and total budget of \$80,000. The Bylaws require that a yearly budget be approved by the Commission and that each Financial Party's funding commitment be approved by the respective Financial Party's Board.

*(Executive Summary is continued on the following page.)*

### ACTION REQUESTED

1. Accept the Minnesota High Speed Rail Commission's 2011 Budget.
2. Approve the Ramsey County Regional Railroad Authority's payment of \$17,625 to the Minnesota High Speed Rail Commission as its funding commitment to the 2011 budget.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

## EXECUTIVE SUMMARY (Continued)

The approved 2011 Commission budget identifies expenditures of \$80,000 and the use of \$30,000 in fund balance to offset 2011 member contributions. The RCRRA financial participation in the Commission's budget is 35.25%, or \$28,200. After the use of fund balance, the RCRRA financial participation drops by \$10,575 to \$17,625. These funds are available in the 2011 Regional Railroad Authority operating budget. Adoption of the proposed resolution provides RCRRA's 2011 funding commitment to the Commission.

**SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the Minnesota High Speed Commission for 2011**

**ATTACHMENTS:**

1. Final 2011 Minnesota High Speed Rail Commission Work Plan and Budget
2. Resolution # R09-34, which approved the Financial Services Agreement with the Minnesota High Speed Rail Commission.

**PREVIOUS ACTION:**

On March 16, 2010, the Ramsey County Regional Railroad Authority approved payment of \$13,748 to the Minnesota High Speed Rail Commission for its portion of the 2010 Commission budget.

On September 1, 2009 the Ramsey County Regional Railroad Authority approved payment of \$21,150 to the Minnesota High Speed Rail Commission for its portion of the 2009 Commission budget.

**COUNTY MANAGER'S COMMENTS:**

The Bylaws require that a yearly budget be approved by the Minnesota High Speed Rail Commission and that each Financial Party's funding commitment be approved by the respective Financial Party's Board. Approval of this payment of \$17,625 will allow for work to continue on the Minnesota High Speed Rail Corridor which will ultimately provide high speed rail service from the Twin Cities to Chicago.

**SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the Minnesota High Speed Commission for 2011**

| Regional Railroad Authority – Authorized Signature                               | Date    |
|----------------------------------------------------------------------------------|---------|
|  | 3/31/11 |

| Budgeting & Accounting – Authorized Signature                                     | Date    |
|-----------------------------------------------------------------------------------|---------|
|  | 3/31/11 |

| County Attorney – Authorized Signature                                             | Date    |
|------------------------------------------------------------------------------------|---------|
|  | 3/31/11 |

| Property Management – Authorized Signature | Date |
|--------------------------------------------|------|
|                                            |      |

| Information Services– Authorized Signature | Date |
|--------------------------------------------|------|
|                                            |      |

| Other – Authorized Signature | Date |
|------------------------------|------|
|                              |      |



**SUBJECT: Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the Minnesota High Speed Commission for 2011**

Draft Resolution

1 WHEREAS, The Minnesota High Speed Rail Corridor begins at The Union Depot in  
2 downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La  
3 Crescent prior to entering Wisconsin and continuing on to Chicago; and  
4

5 WHEREAS, The Ramsey County Regional Railroad Authority adopted the Minnesota  
6 High Speed Rail Commission Joint Powers Agreement ("Agreement") on April 28, 2009; and  
7

8 WHEREAS, The Agreement has since been adopted by the majority of Regional Railroad  
9 Authorities along the Corridor; and  
10

11 WHEREAS, Adoption of the Agreement created the Minnesota High Speed Rail  
12 Commission ("Commission") which allows its member parties to cooperatively advocate for and  
13 analyze the feasibility, environmental impacts, engineering, construction and operation of an  
14 integrated rail transportation system in the Corridor, along with the associated land use and  
15 development impacts; and  
16

17 WHEREAS, The Ramsey County Regional Railroad Authority is a Financial Party to the  
18 Agreement; and  
19

20 WHEREAS, The Commission adopted its 2011 Work Plan and Budget on December 2,  
21 2010; and  
22

23 WHEREAS, The Bylaws require each Financial Party to approve its financial participation  
24 to the Commission; and  
25

26 WHEREAS, The Commission's 2011 Work Plan and Budget identified \$28,200, or  
27 35.25% as the Ramsey County Regional Railroad Authority funding commitment; and  
28

29 WHEREAS, The Commission's 2011 Work Plan and Budget identified the use of \$30,000  
30 in fund balance to offset 2011 member funding commitments; and  
31

32 WHEREAS, The use of fund balance reduces the Ramsey County Regional Railroad  
33 Authority contribution by \$10,575 resulting in a total funding commitment of \$17,625. Now  
34 Therefore, Be It  
35

36 RESOLVED, That the Ramsey County Regional Railroad Authority hereby accepts the  
37 Commission's 2011 Budget; and Be It Further  
38

39 RESOLVED, That the Ramsey County Regional Railroad Authority approves a payment  
40 of \$17,625 to the Minnesota High Speed Rail Commission as its funding commitment to the  
41 2011 Budget; and Be It Further  
42

43 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the County  
44 Manager to make all necessary budget adjustments including increasing estimated revenues  
45 and appropriations.  
46  
47



**Minnesota High Speed Rail Commission  
2011 DRAFT Work Plan and Budget**

**1. General Activities**

The Minnesota High Speed Rail Commission (Commission) will work with Corridor municipalities, the Prairie Island Indian Community, the Minnesota Department of Transportation, the Metropolitan Council, the La Crosse Area Planning Committee, Amtrak, Canadian Pacific Railway, Burlington Northern Santa Fe Railway, Union Pacific Railway, and others to continue the advancement and development of high speed rail from La Crescent to the Union Depot in St. Paul, 'the River Route'. To accomplish this the Commission will do the following:

- Monitor progress and offer guidance on River Route and high speed rail studies
- Coordinate with the Minnesota Department of Transportation on high speed rail studies that impact the River Route
- Coordinate with other interested parties on high speed rail improvements throughout the United States
- Offer formal comments on high speed rail studies and state and federal policy as needed
- Work for the seamless integration of high speed rail into the River Route's municipalities' comprehensive plans
- Offer guidance and assistance to municipalities, Mn/DOT, Metropolitan Council, freight railroads, and others for the advancement of high speed rail along the River Route

**2. Advocacy and Legislative Coordination**

The Commission will continue to develop policy positions and advocate for improved high speed and passenger rail service in the Corridor and throughout the Midwest Regional Rail System. To accomplish this, the Commission will do the following:

- Inform legislators of the need for high speed rail service along the River Route
- Advocate for increased funding to improve and expand the existing Amtrak passenger rail service along the River Route
- Coordinate legislative initiatives with impacted freight railroads, the Prairie Island Indian Community, the Counties Transit Improvement Board, the Minnesota Department of Transportation, the Metropolitan Council, the La Crosse Area Planning Committee, Amtrak, other high speed passenger rail corridors, and other impacted parties
- Coordinate legislative initiatives with the Red Rock Corridor Commission for those initiatives that impact both Corridors
- Coordinate legislative initiatives with OnBoard Midwest for those initiatives that impact the River Route
- Establish positions on state and federal legislative initiatives that affect the River Route



- Encourage the development of a joint Minnesota and Wisconsin application in 2011 for the second round of federal stimulus funds for the design and construction of the Milwaukee to Twin Cities portion of the Twin Cities to Chicago high speed rail corridor.
- Attend regional/national conferences to educate members on high speed rail and its impact on mobility, the economy, and built environment
- Host joint meetings and forums with high speed rail advocates to encourage the implementation of high speed rail along the River Route
- Advocate for the continued analysis of high speed rail along the River Route and work to strengthen the conclusions of the Minnesota State Rail plan which identified the River Route as a priority high speed rail corridor

### **3. Public Involvement**

The Commission's public involvement activities will be developed to increase public awareness of the Minnesota High Speed Rail Corridor, the Commission, the larger Midwest Regional Rail Initiative, the importance of investing in high speed rail, and existing passenger rail service. These activities will be separate from, but coordinated with the Minnesota Department of Transportation's public involvement activities related to the implementation of the completed Minnesota State Rail Plan. Specific Commission activities will include:

- Implement a Public Communications strategy that builds upon the Commission's Strategic Communications Plan. This strategy will guide the Commission's public involvement activities including:
  - Public Information
  - Community Relations
  - Media Relations
  - Corridor Positioning
  - Website Presence
  - Social Media (Twitter, Facebook, etc.)
  - Supporter Distribution List
  - Materials Development and Production
- Revise the Strategic Communications Plan as needed
- Coordination with OnBoard Midwest for River Route advocacy
- Presentations to civic and community groups throughout the Corridor by Speakers Bureau members
- Support for similar organizations (e.g. Midwest High Speed Rail Association)
- Media recognition of Commission meetings and events through print, radio, and public access television

### **4. Management, Policy, and Administrative Activities**

Commission activities will include but not be limited to the following:

- Prepare and adopt the 2012 Work Plan and Budget
- Prepare the annual financial report
- Review insurance needs and procure appropriate insurance
- Provide Commission and staff administration
- Manage Commission expenses



### 2011 Expenditures

| <b>Expenditure Category</b>                                        | <b>Amount</b>   |
|--------------------------------------------------------------------|-----------------|
| Advocacy and Legislative Coordination                              |                 |
| - Publications                                                     | \$2,000         |
| - Materials                                                        | \$3,000         |
| - Special Events                                                   | \$10,000        |
| - Travel to Washington D.C. (responsibility of each member)*       |                 |
| - Travel to National Conferences (responsibility of each member)** |                 |
| - Federal/State Advocacy (Financial member in kind contribution)   | [\$20,000]      |
| Subtotal                                                           | \$15,000        |
| Public Involvement                                                 |                 |
| - Implementation of Public Communications Plan                     | \$45,000        |
| - Website Hosting/Content Development                              | \$5,000         |
| - Public Information Materials and Production                      | \$5,000         |
| Subtotal                                                           | \$55,000        |
| Management/Administration                                          |                 |
| - Materials                                                        | \$3,000         |
| - Insurance                                                        | \$2,000         |
| Subtotal                                                           | \$5,000         |
| Contingency                                                        | \$5,000         |
| <b>Total</b>                                                       | <b>\$80,000</b> |

\*Multiple Financial Members currently have contracts with federal and state lobbyists. These lobbyists will provide federal and state lobbying services as an in kind contribution of the financial members to the Commission.

\*\* Travel to out of state events/conferences would be the responsible of each individual member. Total cost per person for a trip to Washington D.C. is approximately \$1,500 and a trip to a national conference is approximately \$2,200 (includes conference registration).



### 2011 Revenue

| Revenue Source               |             | Amount          |
|------------------------------|-------------|-----------------|
| Federal Appropriations       |             |                 |
|                              |             |                 |
| Subtotal                     |             | \$0             |
|                              |             |                 |
| State Appropriations         |             |                 |
|                              |             |                 |
| Subtotal                     |             | \$0             |
| Regional Railroad Authority: | Percentage: |                 |
| - Ramsey County              | 35.25%      | \$28,200        |
| - Dakota County              | 21.50%      | \$17,200        |
| - Washington County          | 18.75%      | \$15,000        |
| - Winona County              | 10.50%      | \$8,400         |
| - Goodhue County             | 8.75%       | \$7,000         |
| - Wabasha County             | 5.25%       | \$4,200         |
| Subtotal                     | 100%        | \$80,000        |
| <b>TOTAL</b>                 |             | <b>\$80,000</b> |

The Commission is projected to have a fund balance at the end of 2010 of approximately \$40,000. A portion of this balance could be used to offset financial member contributions for 2011. Staff recommends that \$10,000 be carried over into 2011 leaving \$30,000 available to offset financial member contributions for 2011. The table on the following page details the impact that this offset has on financial member contributions.



*Agenda Item #6  
For Approval December 2, 2010*

**Impact of 2010 Offset on 2011 Financial Member Contributions**

| Regional Railroad Authority | Percentage | 2011 Contribution | 2010 Fund Balance Offset | Adjusted 2011 Contribution |
|-----------------------------|------------|-------------------|--------------------------|----------------------------|
| Ramsey County               | 35.25%     | \$28,200          | \$10,575                 | \$17,625                   |
| Dakota County               | 21.50%     | \$17,200          | \$6,450                  | \$10,750                   |
| Washington County           | 18.75%     | \$15,000          | \$5,625                  | \$9,375                    |
| Winona County               | 10.50%     | \$8,400           | \$3,150                  | \$5,250                    |
| Goodhue County              | 8.75%      | \$7,000           | \$2,625                  | \$4,375                    |
| Wabasha County              | 5.25%      | \$4,200           | \$1,575                  | \$2,625                    |
| Total                       | 100%       | \$80,000          | \$30,000                 | \$50,000                   |

# RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: September 1, 2009 No.: R09-34

WHEREAS, The Minnesota High Speed Rail Corridor begins at the Union Depot in downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La Crescent prior to entering Wisconsin and continuing on to Chicago; and

WHEREAS, The Ramsey County Regional Railroad Authority adopted the Minnesota High Speed Rail Corridor Joint Powers Agreement ("Agreement") on April 28, 2009; and

WHEREAS, The Agreement has since been adopted by the majority of Regional Railroad Authorities along the Corridor; and

WHEREAS, Adoption of the Agreement created the Minnesota High Speed Rail Corridor Commission ("Commission") which allows its member parties to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, construction and operation of an integrated rail transportation system in the Corridor along with the associated land use and development impacts; and

WHEREAS, The Minnesota High Speed Rail Joint Powers Agreement calls for the designation of a Fiscal Agent to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the Commission and otherwise act as the Commission's fiscal agent; and

WHEREAS, on July 2, 2009, the Commission adopted its Bylaws, 2009 Work Plan and Budget, and designated the Ramsey County Regional Railroad Authority as its fiscal agent; and

WHEREAS, a Financial Services Agreement between the Ramsey County Regional Railroad Authority and the Commission is needed to formalize this designation. Now Therefore, Be It

RESOLVED, that the Ramsey County Regional Railroad Authority approves the Financial Services Agreement between it and the Commission, and Be It Further

RESOLVED, that the Ramsey County Regional Railroad Authority authorizes the Chair to execute the Financial Services Agreement between the Ramsey County Regional Railroad Authority and the Minnesota High Speed Rail Commission.

## Ramsey County Regional Railroad Authority

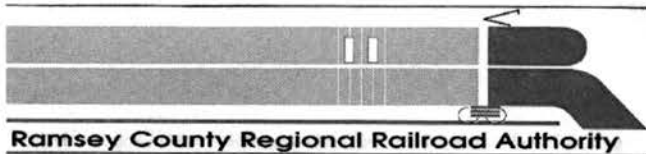
|                    | YEA | NAY | OTHER      |
|--------------------|-----|-----|------------|
| Tony Bennett       | X   |     |            |
| Toni Carter        |     |     | X (Absent) |
| Rafael Ortega      | X   |     |            |
| Victoria Reinhardt | X   |     |            |
| Janice Rettman     | X   |     |            |
| Jan Parker         | X   |     |            |
| Jim McDonough      | x   |     |            |

Jim McDonough, Chair

By: Tony Bennett

Tony Bennett, Secretary





2

## REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 04/05/2011

Regional Railroad Authority Meeting Date: \_\_\_\_\_

**SUBJECT: Agreement with HR&A Advisors Inc. for a Phase II Economic Analysis and Development Potential Study for The Union Depot**

### EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has identified the completion of The Union Depot Multi-Modal Transportation and Transit Hub (Depot) as a high priority and has expressed an interest in maximizing its development and economic output potential. In order to accomplish this interest, a Phase I Economic Analysis and Development Potential Study was completed. HR&A Advisors Inc. presented its Phase I findings to the RCRRA on November 16, 2010. Their presentation and subsequent final report provided an analysis of demographic and market information and laid out a series of implementation strategies that maximizes the development potential of the Depot.

In order to build upon the foundational work provided by HR&A Advisors Inc.'s final report, it is necessary to continue a second phase of study focused on implementation. HR&A Advisors Inc.'s Phase II study will focus on several key implementation tasks: an evaluation of refined market demand for marketplace and/or permanent tenants, an analysis of the revenue generation potential of the facility; and an outreach and solicitation effort to potential private partners.

Phase I of this study was funded through a combination of federal grants and RCRRA operating funds; and this grant is now fully expended. Funding for Phase II is available in the RCRRA capital project budget. In order to streamline work, it was determined by staff that it is more cost-effective to close out the federal grant and execute a new agreement with HR&A Advisors Inc., rather than extend their existing agreement.

*(Executive Summary continued on next page)*

### ACTION REQUESTED

1. Approve an agreement with HR&A Advisors Inc., 99 Hudson Street, 3<sup>rd</sup> Floor, New York, NY 10013 for a Phase II Economic Analysis and Development Potential Study for The Union Depot for the period of 04/05/2011, through 08/01/2011, in an amount not to exceed \$135,000.
2. Authorize the Chair and Chief Clerk to execute the agreement.

*(Executive Summary continued from previous page)*

The Economic Analysis and Development Potential Study for the Union Depot followed a public solicitation process. It began on November 10, 2009 when RCRRA authorized staff to issue a Request for Proposals. Eight firms' submitted proposals of which three consultant firms were interviewed. A proposal review committee comprised of staff representatives from RCRRA, City of Saint Paul and transitway corridors recommended HR&A Advisors Inc. On February 2, 2010, RCRRA approved an agreement with HR&A Advisors Inc. for completion of an Economic Analysis and Development Potential study for the Depot.

Daniel Fuchs, Senior Analyst for HR&A Advisors Inc. will provide a brief overview of the Phase II Study.

**SUBJECT: Agreement with HR&A Advisors Inc. for a Phase II Economic Analysis and Development Potential Study for The Union Depot**

**ATTACHMENTS:**

Phase II Agreement with HR&A Advisors Inc.

**PREVIOUS ACTION:**

On November 10, 2010, HR&A Advisors Inc. presented its Phase I Economic Analysis and Development Potential Study findings to RCRRA.

RCRRA Resolution R10-16 authorized the County Manager to execute an agreement with HR&A Advisors Inc., for completion of an Economic Analysis and Development Potential Study for The Union Depot for a not-to-exceed price of \$212,500, subject to approval by the County Attorney's Office, Regional Railroad Authority, and Budgeting and Accounting.

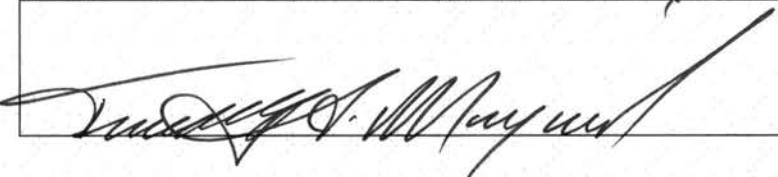
RCRRA Resolution R10-12 approved the selection of HR&A Advisors Inc. and authorized staff to enter into contract negotiations for completion of an Economic Analysis and Development Potential Study for The Union Depot.

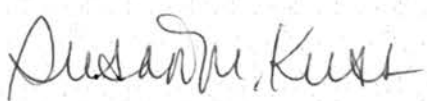
RCRRA Resolution R09-47 authorized the County Manager to issue a Request for Proposals for an Economic Analysis and Development Potential study for The Union Depot Multimodal Transit and Transportation Hub.

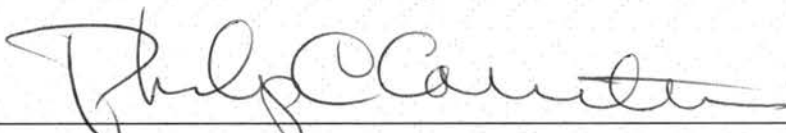
**COUNTY MANAGER'S COMMENTS:**

The detailed analysis of development opportunities and potential partners will be beneficial to the long term success and viability of The Union Depot.

**SUBJECT: Agreement with HR&A Advisors Inc. for a Phase II Economic Analysis and Development Potential Study for The Union Depot**

| Regional Railroad Authority – Authorized Signature                               | Date    |
|----------------------------------------------------------------------------------|---------|
|  | 3/31/11 |

| Budgeting & Accounting – Authorized Signature                                     | Date    |
|-----------------------------------------------------------------------------------|---------|
|  | 3/31/11 |

| County Attorney – Authorized Signature                                             | Date    |
|------------------------------------------------------------------------------------|---------|
|  | 3/31/11 |

| Property Management – Authorized Signature | Date |
|--------------------------------------------|------|
|                                            |      |

| Information Services – Authorized Signature | Date |
|---------------------------------------------|------|
|                                             |      |

| Other – Authorized Signature | Date |
|------------------------------|------|
|                              |      |

**SUBJECT: Agreement with HR&A Advisors Inc. for a Phase II Economic Analysis and Development Potential Study for The Union Depot**

**DRAFT RESOLUTION**

1 WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance The  
2 Union Depot Multi-Modal Transit and Transportation Hub (Depot) to the benefit of the citizens of  
3 Ramsey County; and  
4

5 WHEREAS, The Ramsey County Regional Railroad Authority expressed an interest in  
6 examining the economic impact and development potential of the Depot; and  
7

8 WHEREAS, Resolution R09-47, Ramsey County Regional Railroad Authority authorized the  
9 issuance of a Request for Proposals for an Economic Analysis and Development Potential study of  
10 The Union Depot Multimodal Transit and Transportation Hub; and  
11

12 WHEREAS, A Proposal Review Committee interviewed three consultant firms and  
13 recommended the selection of HR&A Advisors Inc. to complete an Economic Analysis and  
14 Development Potential study for the Depot on behalf of Ramsey County Regional Railroad  
15 Authority; and  
16

17 WHEREAS, In resolution R10-12, Ramsey County Regional Railroad Authority approved  
18 the selection of HR&A Advisors Inc. and authorized staff to enter into contract negotiations for  
19 completion of an Economic Analysis and Development Potential Study for The Union Depot; and  
20

21 WHEREAS, Findings of Phase I of the Economic Analysis and Development Potential study  
22 was presented to the Ramsey County Regional Railroad Authority by HR&A Advisors Inc. on  
23 November 10, 2010.; and  
24

25 WHEREAS, The completed study described the economic environment in which the Depot  
26 will operate as a regional multi-modal transit hub and developed specific strategies that optimize  
27 future development opportunities within and adjacent to the Depot, and  
28

29 WHEREAS, A Phase II Economic Analysis and Development Potential study is needed for  
30 the implementation of these identified development strategies; Now Therefore Be It  
31

32 RESOLVED, That the Ramsey County Regional Railroad Authority approve an agreement  
33 with HR&A Advisors Inc., 99 Hudson Street, 3<sup>rd</sup> Floor, New York, NY 10013 for a Phase II  
34 Economic Analysis and Development Potential Study for The Union Depot for the period of  
35 04/05/2011, through 08/01/2011, in an amount not to exceed \$135,000.; and Be It Further  
36

37 RESOLVED, That the Ramsey County Regional Railroad Authority authorize the Chair and  
38 Chief Clerk to execute the agreement.  
39  
40  
41

# Attachment.

**Agreement  
Between Ramsey County Regional Railroad Authority and HR&A Advisors, Inc.  
For completion of Phase II of the Union Depot Economic Analysis and Development  
Potential Study for the Union Depot.**

This is an Agreement between Ramsey County Regional Railroad Authority, Minnesota, a political subdivision of the State of Minnesota, ("RCRRA") or ("Purchaser") and *HR&A Advisors, Inc. 99 Hudson Street, 3<sup>rd</sup> Floor New York, NY 10013-2815*, ("Contractor").

The RCRRA and the Contractor agree as follows:

**1. Scope of Services**

- a. The Contractor shall provide services specified in Addendum 1, attached hereto and made a part of this Agreement.

**2. RCRRA Roles and Responsibilities**

The RCRRA shall provide facilities, equipment, and participants, as specified in Addendum #1

**3. Time**

The services will be completed by August 1, 2011,

**4. Cost/Payment**

- a. The RCRRA will pay the Contractor (up to a maximum not-to-exceed sum of \$135,000, inclusive of expenses.
- b. Reimbursement of expenses, if included, will be made consistent with RCRRA policies. The RCRRA will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the RCRRA and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.
- c. The Contractor shall submit monthly invoices to the RCRRA for services set forth in Addendum 1. Payment will be made within 35 days of receipt of a detailed invoice.
- d. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.



**5. Independent Contractor**

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Contractor as the employee of the RCRRA for any purpose or in any manner whatsoever. The Contractor is an independent contractor and neither it, its employees, agents nor representatives are employees of the RCRRA. From any amounts due the Contractor, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes, which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Contractor.

**6. Indemnification**

The Contractor shall indemnify, hold harmless and defend the RCRRA, its officials, employees, and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the RCRRA, its officials, employees, and agents may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, its employees, or agents in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement. Notwithstanding the above, the Contractor shall not be required to indemnify, hold harmless and defend the RCRRA, its officials, employees, and agents for the acts of the Contractor that are performed at the direction of the RCRRA in the satisfactory performance of the Scope of Services.

**7. Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
- b. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the RCRRA throughout the term of this Agreement.
  - b.1 Commercial General Liability Insurance
    - b.1.1 \$ 1,500,000 per occurrence  
\$ 2,000,000 general aggregate  
\$ 1,500,000 personal injury and advertising liability
    - b.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or the equivalent.
    - b.1.3 Ramsey County Regional Railroad Authority, its officials, employees, and agents, shall be added to the policy as additional insured on a primary

7



basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 26 or the equivalent.

b.2 Automobile Insurance

*Note: Required only if the Contractor is driving on behalf of the County as part of the Contractor's services under this Agreement.*

b.2.1 Coverage shall be provided for hired and non-owned auto.

b.2.2 Minimum limits: \$1,000,000 combined single limit.

b.3 Workers' Compensation and Employer's Liability

b.3.1 Workers' Compensation as required by Minnesota Statutes

b.3.2 Employer's Liability limits:  
\$500,000/\$500,000/\$500,000

b.4 Professional Liability/Errors and Omissions Coverage (if applicable)

b.4.1 Per Claim Limit: \$ 500,000  
Per Occurrence Limit: \$1,500,000  
Aggregate Limit: \$2,000,000

b.4.2 All policies shall be written as acceptable to RCRRA.

b.4.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.

c. All Certificates of Insurance shall provide that the insurance company gives the RCRRA thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.

d. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

e. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the RCRRA. Copies of insurance policies shall be submitted to the RCRRA upon request.

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

- g. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.
8. **Non-Assignability**  
The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the RCRRA.
9. **Unavailability of Funding**  
The purchase of goods or services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds from the Board of County Commissioners. The RCRRA may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the RCRRA's notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the RCRRA.
10. **Non-Conforming Services**  
The acceptance by the RCRRA of any non-conforming services under the terms of this Agreement or the foregoing by the RCRRA of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the RCRRA's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the RCRRA provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
11. **Equal Employment Opportunity**  
The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the RCRRA, the Contractor shall furnish a written affirmative action plan.
12. **Workforce Diversity**  
The Contractor shall make good faith efforts throughout the term of this Agreement, and any extensions thereof, to employ persons of color for all classifications of work under this Agreement, and shall, when requested by RCRRA, submit a written report to the RCRRA regarding the efforts and results of such efforts, including employment by job classification.

**13. Workplace Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

**14. Subcontractor Payment**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the RCRRA for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

**15. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the RCRRA for damages sustained by the RCRRA by virtue of any breach of this Agreement by the Contractor. The RCRRA may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the RCRRA from the Contractor is determined.

**16. Data Practices**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA data is contained or which are used to access RCRRA data for the Project. Additionally, access to RCRRA data shall be limited to those persons with a need to know for the provision of services by the Contractor. These measures include, but are not limited to, authenticated access to network data storage, use of up-to-date anti-virus software, controlled access to the physical location of the hardware, and the encryption of computers and storage devices. At the conclusion of the Project, all RCRRA data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the RCRRA written verification that the data has been purged.

**17. Compliance With Applicable Law**

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

**18. Audit**

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

**19. Termination**

**a. With Cause**

The RCRRA reserves the right to suspend or terminate this Agreement if the Contractor 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 as determined by the RCRRA. In the event that the RCRRA exercises its right of suspension or termination under this Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

**b. Without Cause**

The RCRRA may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days' written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

**20. Conflict of Interest**

The Contractor affirms that, to the best of the Contractor's knowledge, the Contractor's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Contractor agrees that, should any conflict or potential conflict of interest become known to the Contractor, the Contractor will immediately notify the RCRRA of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the RCRRA whether the Contractor will or will not resign from the other engagement or representation.

**21. Waste Reduction**

The Contractor shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

**22. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

**23. HIPAA Compliance**

The Contractor agrees to implement and comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191), as it may be amended from time to time.

**24. Interpretation of Agreement; Venue**

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

**25. Contractor Certification Regarding Debarment, Suspension, and Responsibility (If applicable)**

Federal Regulation 45 CFR 92.35 prohibits the RCRRA from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government.

By signing this Agreement, the Contractor certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
2. Have not within a three-year period preceding this Agreement:
  - a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
  - b. violated any federal or state antitrust statutes; or
  - c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:

12



- a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
    - b. violating any federal or state antitrust statutes; or
    - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  4. Have not had one or more public transactions terminated with in the preceding three years for cause or default; and
  5. Shall not knowingly enter into any transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and that they will require any subcontractor that receives more than \$100,000 to make a similar certification as set forth herein; and
  6. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and
  7. Shall immediately give written notice to the RCRRA should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- 26. Entire Agreement**
- This Agreement, including **Addendum 1**, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified herein. If there are any inconsistencies between the provisions of this Agreement and **Addendum 1**, the provisions of this Agreement shall prevail.



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

**RAMSEY COUNTY REGIONAL  
RAILROAD AUTHORITY**

**HR&A Advisors, Inc.**

\_\_\_\_\_  
Jim McDonough, Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approval recommended:

\_\_\_\_\_  
**Timothy A. Mayasich, Director**  
**Ramsey County Regional Railroad Authority**

Approved as to form and insurance:

\_\_\_\_\_  
Assistant County Attorney

## **ADDENDUM 1**

### **SCOPE OF WORK**

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The purpose of this engagement is to support the RCRRRA to implement the direction of the RCRRRA Board to secure a third-party to control/manage a significant portion of the Union Depot building and to determine the most effective regime for station management. The tasks described herein provide a general outline of the services that we expect will be required.

#### **Task 1: Pro Forma Development**

##### **Development of Pro-Forma**

Through further analysis of the potential to develop a dynamic marketplace in Union Depot – as described further in Task 2 – and more detailed assessments of the operating costs for the Union Depot site and station, HR&A will develop a conceptual pro forma that can serve as the basis for understanding the one-time capital needs and ongoing operation budget for the facility as a whole, including public and private uses. This model will help formulate a baseline for what kinds of offers could be expected from prospective developers, asset managers, and tenants, so RCRRRA is equipped with greater certainty of comprehensive project economics before soliciting proposals for any complementary uses on the site. It will include estimates of achievable rents in the building, as well as operating expenses, which will be defined primarily by RCRRRA, supported and consolidated into the financial model by HR&A. This financial model will be updated iteratively as additional analysis is completed particularly as part of Task 2.

##### **Analysis of comparable transit stations**

HR&A will support RCRRRA staff in analyzing the management structures, staffing requirements, operational expectations for transit providers, and financial frameworks established for comparable transit hubs around the country. These “case studies” will help provide a basis for evaluating alternatives for Union Depot’s management structure and assessing likely costs in terms of benchmarks. HR&A is expected to provide guidance on comparable hubs and evaluating benchmark economics, conducting limited primary research and reviewing secondary sources. Nonetheless, HR&A’s experience with these analyses in the past has indicated that it is often difficult to get reliable data.

##### **Development of a strategy/policy for non-profits and public art**

As part of the development of a comprehensive economic model for the ongoing operations of the Union Depot transit facility, HR&A will advise RCRRRA regarding its policy and/or strategy for dealing with non-profits who would like to be located within the facility, and for determining a framework (financial and managerial) for evaluating both potential long-term space tenancies and shorter-term programming desires.

This task will result in a conceptual comprehensive model for Union Depot operations and management that can help the RCRRRA Board understand its long-term assets and liabilities in the station, and can help drive decisions about the most appropriate management and development structure.

#### **Task 2: Refined Marketplace Business Planning**

If Union Depot is to be a home to small and local businesses that represent the best of Ramsey County, Saint Paul, and the Twin Cities, if it is to be filled with a roster of tenants that can help contribute to a vibrant station environment, complement and induce transit demand, and support the development of Lowertown, a coordinated marketplace businesses planning strategy is needed. Identifying a roster of potential tenants, establishing what rents they could support and defining their spatial and infrastructure requirements can bring significant assurance to the development community that a market exists to develop a destination of significant retail quality at Union Depot. It can also help drive locally-oriented leasing for the station. Moreover, as

described in Task 1, when combined with a deeper understanding of the operational costs and requirements of managing the station, this marketplace planning task can help develop a comprehensive financial model for the Depot that will allow RCRRRA to understand more fully potential operating deficits, and the means and timeframe for generating sufficient revenues onsite to offset all or a significant portions of these costs over the long-term.

Although it would be possible to create a formal business plan for the marketplace, we believe that is a task best completed by potential development partners, for the time being. Nonetheless, several components of marketplace business planning can better position RCRRRA for success by enhancing developer interest for Union Depot. HR&A would support RCRRRA in that regard by:

- Working with the Saint Paul Farmers Market, Saint Paul Area Chamber of Commerce, and other local business development organizations to create a roster of potential vendors and define a merchandising vision that could complement farmers market operations;
- Identifying potential marketplace vendors to determine potential vendor demand and refine a marketplace vision, orchestrating a small business open house, and conducting interviews with targeted businesses that may be interested in Union Depot tenant spaces. This task would result in a preliminary list of potential vendors for the building;
- Identifying any additional infrastructure needs that would be required for the targeted marketplace tenants for the Depot building, including a meeting with the design-build team to assess feasibility and potential costs;
- Assessing the likely nature and phasing strategy for public market development at the Depot, including an assessment of the likely size and days and/or seasons of operation for an early phase marketplace onsite;
- Conducting outreach to potential programming partners interested producing public programs and events at Union Depot as part of a marketplace program. This task would also likely include an open house at Union Depot for potential program partners, coordinated by HR&A;
- Developing a conceptual schedule of public programs for Union Depot, based in third-party producer interest, that could be used to advance the programming potential of the Depot through the solicitation process and develop specific programming requirements for RCRRRA's potential developer partner.
- Conducting outreach to potential bike station partners.

Ultimately, the findings of this task would be incorporated into both the third-party outreach and solicitation processes: they would help attract third-party interest, refine a targeted financial structure for the solicitation process, and establish a preliminary programming strategy for the Depot.

**Deliverable:** HR&A will produce a memorandum describing the ideal nature of public market development at the Union Depot site, its phasing potential, and a list of potential programming partners. This memo would also include conclusions about the ideal nature of the third-party solicitation process, including recommendations for the financial structure and selection criteria.

**Timing:** This task will likely require 8-10 weeks to complete, through drafting of a key takeaways memorandum.

### Task 3: Private Partner Outreach

Identifying a qualified and interested group of third-party partners (i.e. developers /station managers and master leasing entities) before release of a formal solicitation offers many advantages to the solicitation process. A robust marketing effort in advance of the formal solicitation process can maximize the number of potential bidders and help forge partnerships between local and larger national organizations who have more experience with transit-oriented retail and marketplaces. It can also help gauge private partner interest and refine solicitation parameters. This task would include:

- Refining our final report/executive summary into a marketing document for the project to discuss with potential partners; (i.e. a Notice of Pending Solicitation)
- Developing a project marketing strategy, including distributing a marketing document to several development organizations and retail specialists, potentially organizing conference calls and webinars to inform potential interested developer partner, and marketing the project through Urban Land Institute resources. HR&A has supported numerous public and private clients through development procurements, and has found that a robust, multi-faceted marketing strategy significantly helps response rates. Tapping into local development organization resources, such as the Urban Land Institute or lists of pre-qualified bidders for government projects is an effective means of disseminating the solicitation opportunity within local markets – the more interest that can be generated within the development community, the greater the chance of success through the solicitation; and
- Coordinating a Union Depot open house for potential investor partners from local and national organizations.

It should be noted that HR&A does not recommend and does not intend to structure a solicitation for the disposition of any fee interest in the Union Depot site; rather, development opportunities would be arranged through a leasehold or management agreement, with appropriate consultation with RCRRA's legal and financial advisors to ensure the solicitation offer is consistent with federal and other public funding requirements for the Union Depot Project.

HR&A recommends that RCRRA also engage the design-build team or an architectural renderer to produce 2-3 additional drawings to show how the station could look with the recommended development concept incorporated. These could be rendered computer drawings comparable to those that have been developed for the Depot transit project thus far, but could also be hand-drawn. Alternatively, HR&A could identify an appropriate conceptual renderer for these drawings at additional costs, but it is likely that members of the design-build team will be most cost effective. These costs are not included in HR&A's fee proposal.

**Deliverable:** In addition to a refined marketing document for the Union Depot project, HR&A will advise RCRRA on the findings of this outreach process, provide lists of private partners that may be interested, and refine our recommendations for the approach to the solicitation process described in Task 4.

**Timing:** This task would take approximately 6-8 weeks, up until the recommended Union Depot open house.

#### **Task 4: Development Partner Solicitation Drafting**

HR&A will structure a process by which RCRRRA can solicit receive proposals from and then select a development partner. This task will include incorporate our findings and recommendations from Tasks 1 to 3, and is likely to include:

- Defining the parameters for a third-party agreement (i.e. master lease) in conjunction with RCRRRA staff and legal counsel, including outlining developer-partner rights and responsibilities related to the management and programming of permanent tenant spaces, building common areas, and site areas. This task will require substantial input from RCRRRA;
- Confirming the nature of the ideal solicitation process – i.e. Request for Expressions of Interest, Request for Qualifications, Request for Proposals, or some combination thereof – and defining a schedule for developer/partner selection, working with RCRRRA procurement procedures, as necessary;
- Developing selection criteria for RCRRRA's consideration, including financial considerations such as lease term, base rent, and participation rent, as well as non-financial considerations such as the amount of programming proposed; and
- Drafting the solicitation document for issuance to the development and real estate community.

**Deliverable:** HR&A will produce a solicitation document that RCRRRA can issue to potential private partners.

**Timing:** This task would build on the work performed in tasks 1-3. HR&A expects to have the solicitation document prepared for release by the end of July, 2011, assuming timely response and feedback by RCRRRA to draft documentation and findings from earlier Tasks.

#### **Project Budget & Schedule**

HR&A anticipates completing all tasks described herein by the end of July, 2011, assuming notice to proceed is received in early April and timely receipt of station operating cost information developed by RCRRRA (this timeframe assumes all information is provided within 45-60 days of the project start date). HR&A proposes to complete the work described herein for a fee of \$135,000, inclusive of all hourly fees, direct expenses, and the continuation of our 5% credit of HR&A fees against our invoices. This scope of work will include the equivalent of 4-5 consultant-days per month in Saint Paul, and HR&A will seek approval from the RCRRRA project manager before booking any travel.

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# **The Union Depot**

Development Potential and Economic Analysis  
Phase II: Structuring the Right Public-Private Partnership

**HR&A**  
Analyze. Advise. Act.

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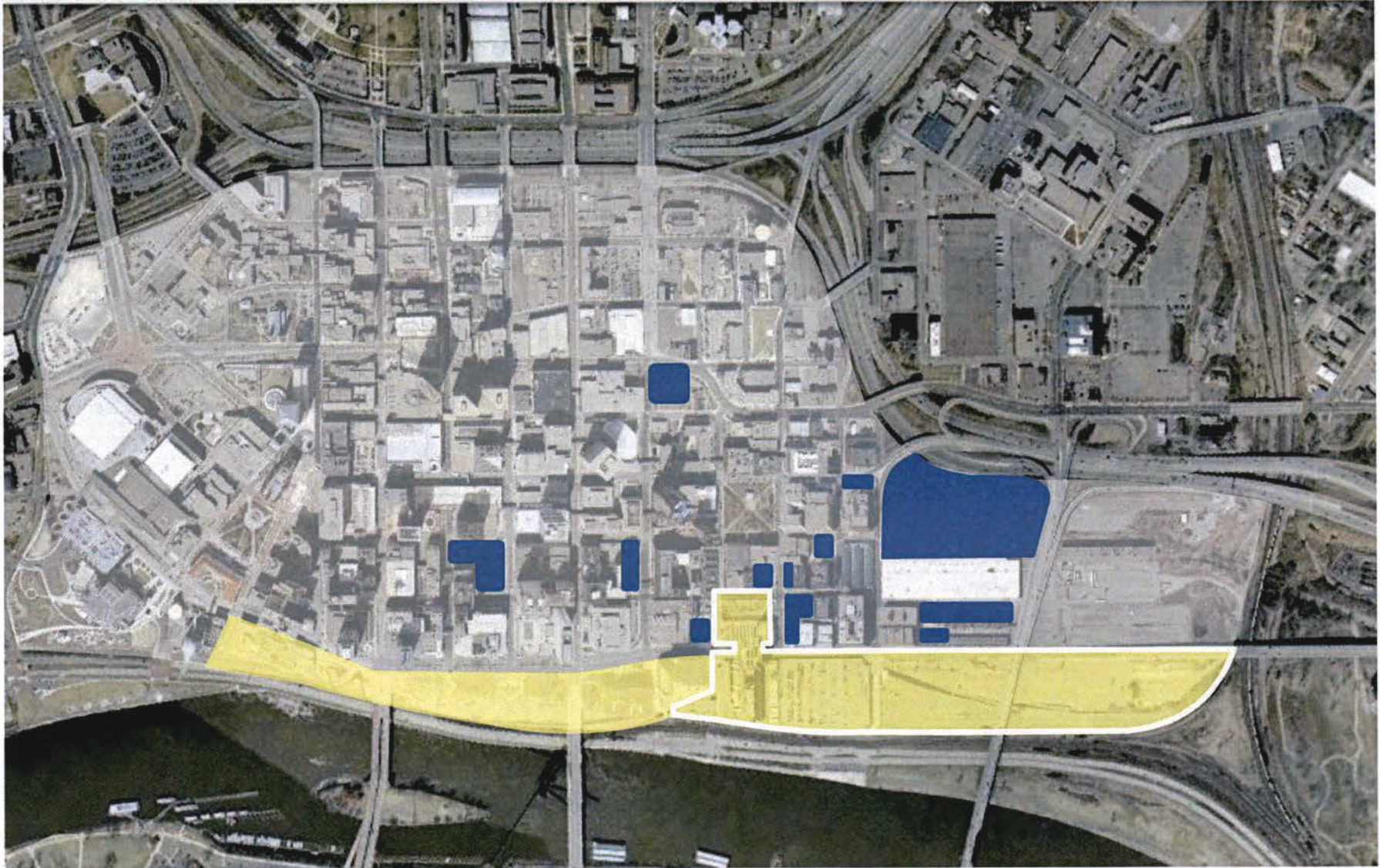
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## Project objectives

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- Ensure Union Depot becomes a vibrant and inviting place.
- Provide a revenue stream to support and sustain operations.
- Maximize economic benefits of redevelopment downtown and across all transit corridors.
- Engender Lowertown's growth as a distinctive community.

## An anchor for a long-term riverfront strategy



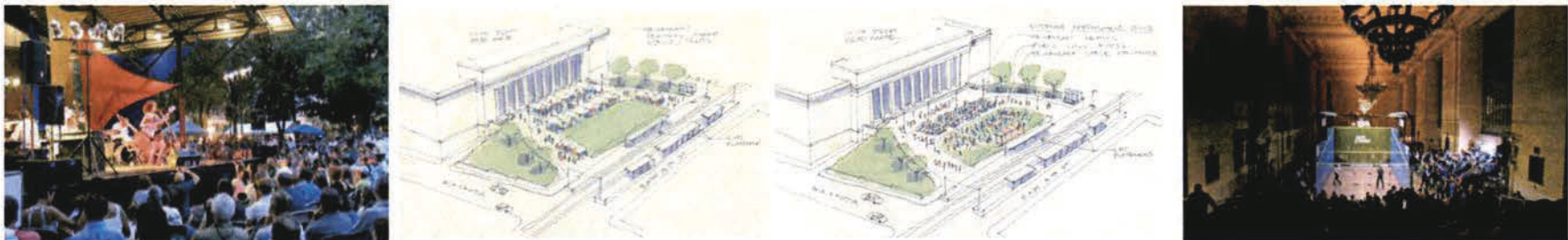


# A three-pronged activation and development strategy

## Diverse local retail marketplace



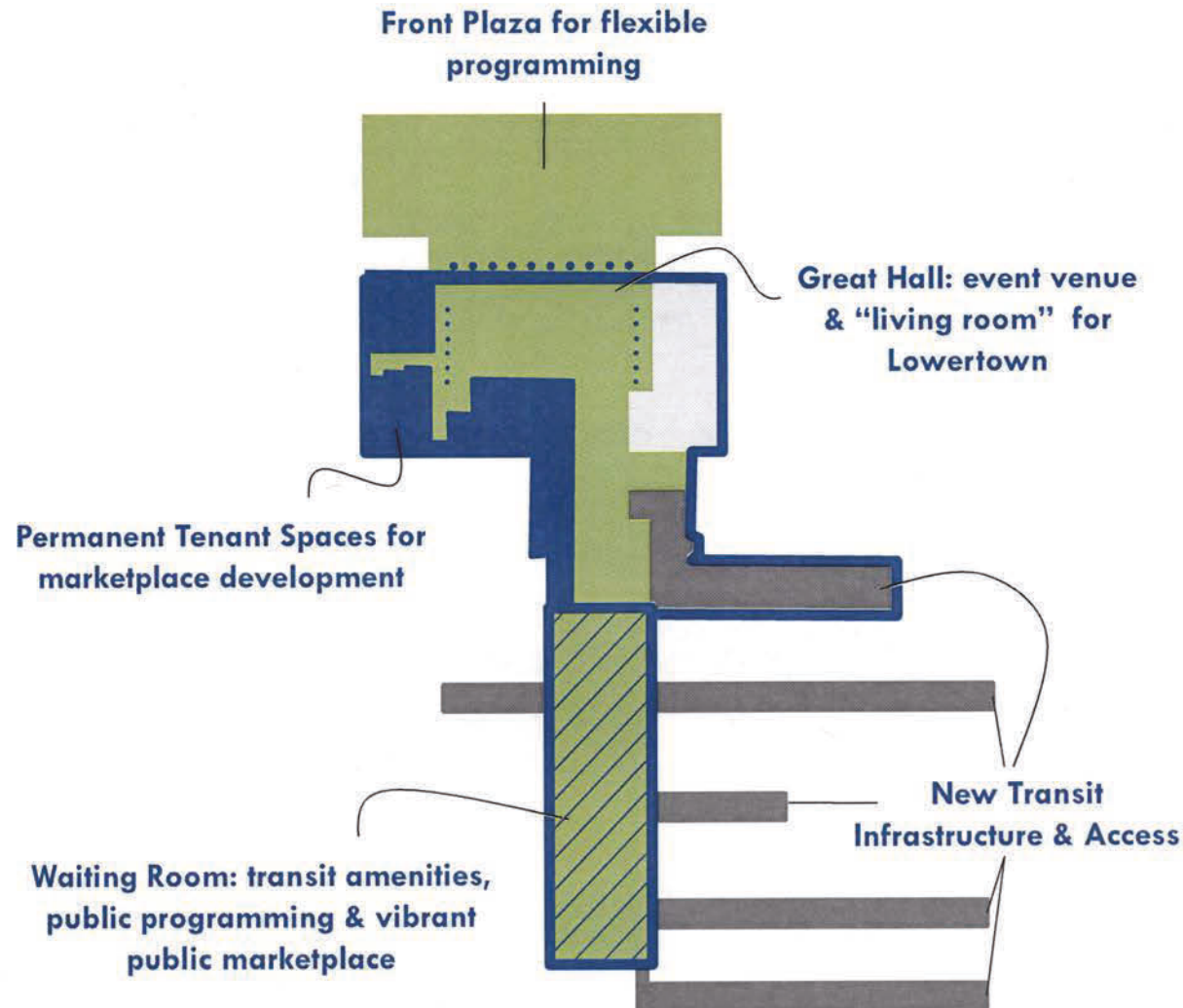
## Frequent public programming



## Flexible event venue

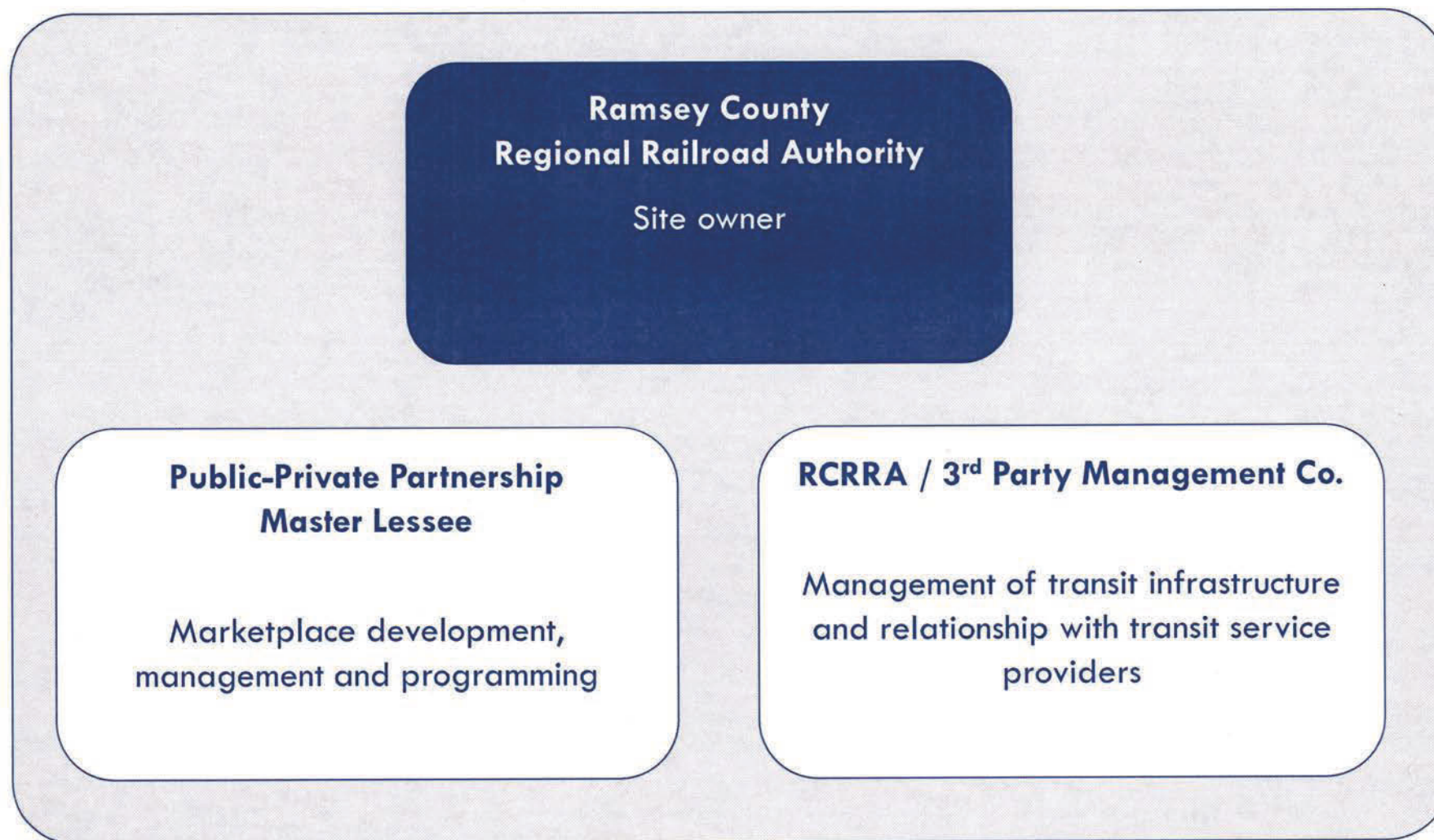


# Conceptual building program





## Conceptual stewardship structure



## Case study: San Francisco Ferry Building



- Transit hub disconnected from the city, adjacent to downtown
- Existing farmers market inspired local food culture marketplace, creating enhanced destination
- Historic building leveraged for quality retail experience
- Government property owner understood the market and established guidelines before entering into a development/management agreement.



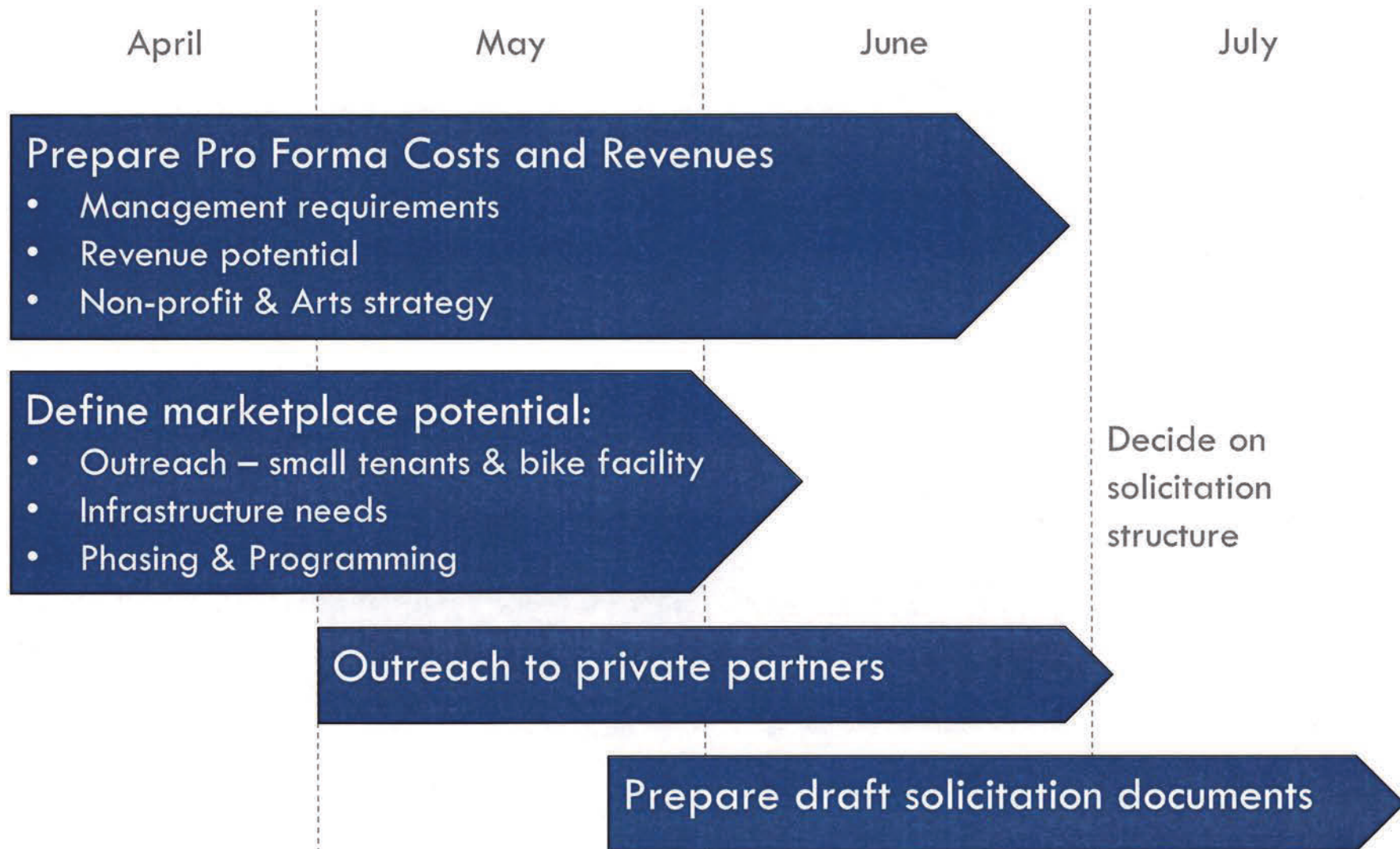
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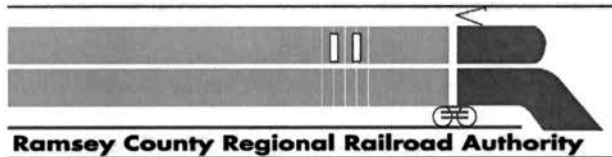
## Phase II Goals: Implement the Development Strategy

---

- Prepare conceptual Union Depot pro forma for RCRRA
- Recommend specific activation & development structure
- Catalyze private sector partner interest
- Prepare and issue private partner solicitation document

## Proposed Phase II Scope of Work: April - August





6560 Ramsey County Government Center West  
50 Kellogg Boulevard West  
St. Paul, Minnesota 55102 (651) 266-2760

## **REGIONAL RAILROAD AUTHORITY MEETING**

April 19, 2011

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

**ROLL CALL** and Call to Order

**AGENDA** of the April 19, 2011 Board Meeting is presented for approval.

**MINUTES** of the April 5, 2011 Board Meeting is presented for approval.

### **ADMINISTRATIVE AGENDA**

#### **1. Memorandum of Understanding between RCRRA and Christos Two, LLC**

##### ***Board Action Requested:***

- 1) Approve the Memorandum of Understanding with Christos Two, LLC, outlining the terms of a lease renewal for the operation of Christos Restaurant in the Union Depot Head House.
- 2) Authorize the Chair to execute the Memorandum of Understanding.

#### **CORRIDOR UPDATES**

#### **ADJOURNMENT**

# RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

April 5, 2011

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0. Also present was Julie Kleinschmidt, County Manager and Phil Carruthers, Director of Civil Division, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 11:10 AM.

## AGENDA

Commissioner Bennett moved approval of the Agenda of the April 5, 2011 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker, McDonough – 7. Nays – 0.

## MINUTES

Commissioner Bennett moved approval of the Minutes of the March 1, 2011 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker, McDonough – 7. Nays – 0.

### 1. Approval of the Ramsey County Regional Railroad Authority's Funding Commitment to the Minnesota High Speed Rail Commission for 2011

Commissioner Rettman moved approval of the following resolution, seconded by Commissioner Bennett. Roll Call: Ayes – Reinhardt, Rettman, Bennett, Carter, Ortega, Parker, McDonough – 7. Nays – 0. (R11-14)

WHEREAS, The Minnesota High Speed Rail Corridor begins at The Union Depot in downtown St. Paul and travels southeast along the Canadian Pacific Railway track to La Crescent prior to entering Wisconsin and continuing on to Chicago; and

WHEREAS, The Ramsey County Regional Railroad Authority adopted the Minnesota High Speed Rail Commission Joint Powers Agreement ("Agreement") on April 28, 2009; and

WHEREAS, The Agreement has since been adopted by the majority of Regional Railroad Authorities along the Corridor; and

WHEREAS, Adoption of the Agreement created the Minnesota High Speed Rail Commission ("Commission") which allows its member parties to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, construction and operation of an integrated rail transportation system in the Corridor, along with the associated land use and development impacts; and

WHEREAS, The Ramsey County Regional Railroad Authority is a Financial Party to the Agreement; and

WHEREAS, The Commission adopted its 2011 Work Plan and Budget on December 2, 2010; and

WHEREAS, The Bylaws require each Financial Party to approve its financial participation to the Commission; and

WHEREAS, The Commission's 2011 Work Plan and Budget identified \$28,200, or 35.25% as the Ramsey County Regional Railroad Authority funding commitment; and

WHEREAS, The Commission's 2011 Work Plan and Budget identified the use of \$30,000 in fund balance to offset 2011 member funding commitments; and



WHEREAS, The use of fund balance reduces the Ramsey County Regional Railroad Authority contribution by \$10,575 resulting in a total funding commitment of \$17,625. Now Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority hereby accepts the Commission's 2011 Budget, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves a payment of \$17,625 to the Minnesota High Speed Rail Commission as its funding commitment to the 2011 Budget, and Be It Further

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

2. Agreement with HR&A Advisors Inc. for a Phase II Economic Analysis and Development Potential Study for The Union Depot

Chair McDonough said HR&A Advisors Inc. will provide a brief update on the project and the vision for Phase II. He asked for a motion and a second on the item request.

Commissioner Carter moved approval of the following resolution, seconded by Commissioner Ortega.

[The Union Depot – Development Potential and Economic Analysis – Phase II: Structuring the Right Public-Private Partnership presentation is on file with the RCRRA office]

Daniel Fuchs, Senior Analyst for HR&A Advisors Inc. said he would give a brief presentation on the Phase II Scope of Work, which is to identify the best public-private partnership structure for the ongoing activation, development and management of The Union Depot property. He began with the project objectives, which mirror the objectives of the first part of HR&A Advisors Inc.'s Economic Analysis and Development Potential Study for The Union Depot - to ensure Union Depot becomes a vibrant and inviting place; to provide a revenue stream to support and sustain operations; to maximize economic benefits of redevelopment downtown and across all transit corridors; to engender Lowertown's growth as a distinctive community. Mr. Fuchs referred to a map of downtown St. Paul highlighting that the private-sector parties will be interested in the long-term potential of riverfront and will see Union Depot as a potential catalyst for that long-term development project.

Commissioner Parker asked what the areas marked in blue represented.

Mr. Fuchs said the areas in blue are sites identified in the City of Saint Paul's Downtown Station Area Plan as strategic redevelopment sites. He said when Union Dept is done correctly it can help catalyze the development on those sites as targeted by the Downtown Station Area Plan.

Mr. Fuchs next explained the "three pronged activation and development strategy" HR&A Advisors Inc. found would be most likely to succeed in their Phase I report, which is to create a diverse local retail marketplace, to ensure frequent public programming that will make the retail viable and fill the space of the Union Depot, and to maintain it as a flexible event venue. He then discussed the conceptual building plan, with the front plaza used as a flexible space for public programming; the Great Hall continuing to be an event venue but also a "living room" for Lowertown; permanent tenant spaces for marketplace development; flexible space in the waiting room for transit amenities, public programming and vibrant public marketplace. Mr. Fuchs reviewed a conceptual stewardship structure, which identifies the RCRRA as site owner, the RCRRA/3<sup>rd</sup> party management company as managers of the transit infrastructure and relationship with transit service providers, and a public/private partnership master lessee for marketplace development, management and programming. They plan to refine the conceptual stewardship structure and identify what the proper relationship will be between the three organizations for the Union Depot in their Phase II scope of work.



Mr. Fuchs discussed their case study of comparing the Union Depot to the San Francisco Ferry Building. He noted that the Ferry Building owners explored in their scope of work what the likely private partner would be before putting a solicitation on the street. He said the goals for Phase II are to prepare conceptual Union Depot pro forma for RCRRA, recommend specific activation and development structure, catalyze private sector partner interest, and prepare and issue private partner solicitation document. Finally, he reviewed the proposed Phase II Scope of Work and how it will lay out over the next three to four months. At the end of the scope of work term, they plan to return to recommend the right structure for the draft solicitation documents.

Commissioner Parker commented that developing the Head House as a "living room" is the key in defining the marketplace potential for the Union Depot. She said we could easily rent out the space and get revenue to cover the costs, but we really need to leverage the right kind of tenants to create the right atmosphere. She emphasized that it needs to be included that we are looking for this value. She asked how we would do this.

Mr. Fuchs agreed with Commissioner Parker that it is all about the right tenants. He said marketplaces succeed because they not only sell great things, but they also are interesting to be in as a living room and not just for shopping. Part of the marketplace plan is to understand the potential interest from tenants and build a roster, but ultimately to structure the right guidelines for development. It will be important to identify the parameters you would want a private sector partner to help you implement, and allow the private sector to do what will work from a business perspective. He said they will make every effort to infuse the importance of their vision for the Union Depot in their solicitation documents. Putting forth this vision will help spark the interest.

Commissioner Rettman asked if the entire \$212,500 was used from the original contract for the Phase I study. She also asked why they decided to do a new contract rather than renew the original one, and if more phases would be sought for this study.

Tim Mayasich, Director, Ramsey County Regional Railroad Authority, said the entire amount was used for the original HR&A Advisors Inc. contract. He said federal dollars were associated with the original contract, and they felt it was better to do new contract because they will now be utilizing RCRRA capital project funds for the Phase II study. He said he hopefully this will be the final phase but could not give a definite answer.

Mr. Fuchs commented that once their solicitation document goes out to market there may be additional work that will be required in reviewing proposals at RCRRA's discretion. He said putting the document on the table is the beginning of a process to identify and negotiate with a private sector partner; it is undecided at this point whether that will be HR&A Advisors Inc., RCRRA or another party.

Commissioner Rettman expressed her concern that within the Phase II contract there are several indications that more funds will be needed after the \$135,000 Phase II contract.

Mr. Mayasich said at this point there is a potential that funding for additional work will be required in the future.

Chair McDonough said right now they are not able to say they would not come back for a Phase III because, as Mr. Fuchs pointed out, getting this right is absolutely critical, as well as getting the right private partnership.

Commissioner Rettman commented that moving businesses from one place to another in terms of filling up the space in the Union Depot does not create growth and development, it does not increase private jobs and it does not increase the tax base. She said she is concerned about leaving this open to additional phases.

Chair McDonough said the RCRRA staff, the County Manager's Office and Property Management put significant work and input into the considerations and expectations for this second phase. He said there is no guarantee that we would not return, but if we did it would be with the same diligence that we went through in deciding to return for a Phase II.

Commissioner Carter said she supports that our Union Depot development should be one that encourages a vibrant space and appropriate businesses that generate jobs and revenue. She referenced the "Development of a strategy/policy for non-profits and public art" in the Scope of Work within the attached Phase II contract, and asked for the status of the public art plan that had been developed for the Union Depot.

Mr. Mayasich said they did do considerable work with Public Art St. Paul. There is a draft report that has been developed and they can distribute copies of the report to Commissioners. They had not issued it earlier because they needed to clarify with their Federal representatives that they would not violate any federal regulations if they did any kind of procurement process in the future with Public Art St. Paul. They now have clarification from the Federal Highway Administration on that issue and they can distribute a copy of the report.

Chair McDonough thanked Mr. Fuchs for the presentation.

Roll Call: Ayes – Reinhardt, Bennett, Carter, Ortega, Parker McDonough – 6. Nays – Rettman – 1. (R11-15)

WHEREAS, The Ramsey County Regional Railroad Authority has worked to advance The Union Depot Multi-Modal Transit and Transportation Hub (Depot) to the benefit of the citizens of Ramsey County; and

WHEREAS, The Ramsey County Regional Railroad Authority expressed an interest in examining the economic impact and development potential of the Depot; and

WHEREAS, Resolution R09-47, Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for an Economic Analysis and Development Potential study of The Union Depot Multimodal Transit and Transportation Hub; and

WHEREAS, A Proposal Review Committee interviewed three consultant firms and recommended the selection of HR&A Advisors Inc. to complete an Economic Analysis and Development Potential study for the Depot on behalf of Ramsey County Regional Railroad Authority; and

WHEREAS, In resolution R10-12, Ramsey County Regional Railroad Authority approved the selection of HR&A Advisors Inc. and authorized staff to enter into contract negotiations for completion of an Economic Analysis and Development Potential Study for The Union Depot; and

WHEREAS, Findings of Phase I of the Economic Analysis and Development Potential study was presented to the Ramsey County Regional Railroad Authority by HR&A Advisors Inc. on November 10, 2010.; and

WHEREAS, The completed study described the economic environment in which the Depot will operate as a regional multi-modal transit hub and developed specific strategies that optimize future development opportunities within and adjacent to the Depot, and

WHEREAS, A Phase II Economic Analysis and Development Potential study is needed for the implementation of these identified development strategies; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approve an agreement with HR&A Advisors Inc., 99 Hudson Street, 3<sup>rd</sup> Floor, New York, NY 10013 for a Phase II Economic Analysis and Development Potential Study for The Union Depot for the period of 04/05/2011, through 08/01/2011, in an amount not to exceed \$135,000.; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorize the Chair and Chief Clerk to execute the agreement.

## CORRIDOR UPDATES

- Gateway Corridor

Commissioner Ortega reported that the Gateway Corridor Commission is planning to pass a resolution at its April 14<sup>th</sup> meeting supporting a new St. Croix River Crossing that works in conjunction with the Gateway Corridor and how we move transit and transportation around.

- Red Rock Corridor

Commissioner Rettman reported that the Red Rock Corridor Commission met last week and there is a final Red Rock Station Area Planning final public meeting and open house tomorrow at the Washington County Service Center in Cottage Grove from 5-7 PM.

- High Speed Rail Corridor

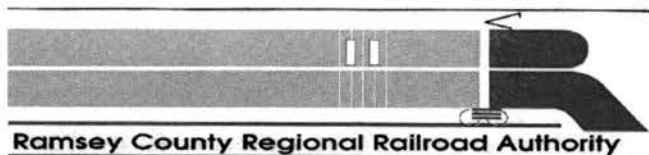
Commissioner Rettman reported that the High Speed Rail Commission will have its regular meeting on Thursday, April 7, 10 AM – 12 PM, at the Goodhue County Justice Center in Red Wing.

- Central Corridor

Commissioner Carter gave information on the Discover Central Corridor Card, which is free and offers access to discounts at participating restaurants and businesses on or near the Central Corridor. This is an effort to support the businesses and the community during the construction period. The card is available at the participating merchant locations. Complete information is available at [www.centralcorridorperks.com](http://www.centralcorridorperks.com).

## ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 11:45 AM.



## REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 04/19/2011

Regional Railroad Authority Meeting Date: \_\_\_\_\_

**SUBJECT: Memorandum of Understanding between RCRRA and Christos Two, LLC**

### EXECUTIVE SUMMARY

Christos Restaurant operates in the great hall of the Union Depot under a lease that expires in May of 2011. The existing lease was entered into in 1996 between Christos and La Tete Maison, then owner of the Head House. This original lease had a ten year initial term with two successive five (5) year renewal options, both of which were exercised by Christos. This original Lease now expires in 2016. The pending renovations of the Head House will have a significant adverse affect on Christos' ability to operate its business during the summer and fall of 2011; Ramsey County Regional Railroad Authority (RCRRA) staff has been in negotiation with the restaurant's owner, Christos Two, LLC concerning the terms of an amendment to the original lease which will, insofar as possible, ameliorate the adverse consequences of the renovation construction. A Memorandum of Understanding (MOU) has been developed between RCRRA and Christos Two, LLC, to describe the terms of that renewal. Staff will return to the RCRRA Board with a new lease for consideration at a future meeting.

As part of the Union Depot Multi-Modal Transit Hub project, renovation of the Head House interior will be done during the second half of 2011. At the same time, the carriageway in front of the Head House will be expanded to provide new automobile and Americans with Disabilities (ADA) access to the facility. Given the requirements of construction, constructing scaffolding to work on the ceiling, and other renovation activities, it would be extremely difficult to perform the work in a way that allows the restaurant to stay in operation. The MOU provides for the restaurant to be closed from July 1, 2011 to November 30, 2011 to allow for completion of most of the Head House renovation. It also describes compensation that will be provided by RCRRA to Christos for loss of business and other expenses that Christos will incur due to the construction. These costs are approximately \$120,090 plus actual costs for business losses attributable to the closing. Funding will come from the Union Depot project budget.

### ACTION REQUESTED

1. Approve the Memorandum of Understanding with Christos Two, LLC, outlining the terms of a lease renewal for the operation of Christos Restaurant in the Union Depot Head House.
2. Authorize the Chair to execute the Memorandum of Understanding.

**SUBJECT: Memorandum of Understanding between RCRRA and Christos Two, LLC**

**ATTACHMENTS:**

1. Memorandum of Understanding
2. Exhibit A - Lease Premise

**PREVIOUS ACTION:**

N/A

**COUNTY MANAGER'S COMMENTS:**

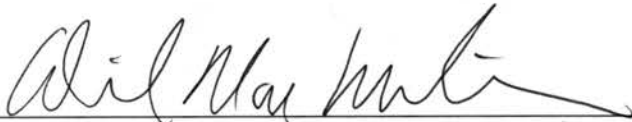
The Memorandum of Understanding represents an equitable balance between the needs of the RCRRA to efficiently renovate the Union Depot and Christos' ability to maintain its business activities.



**SUBJECT: Memorandum of Understanding between RCRRA and Christos Two, LLC**

| Regional Railroad Authority – Authorized Signature                               | Date    |
|----------------------------------------------------------------------------------|---------|
|  | 4/14/11 |

| Budgeting & Accounting – Authorized Signature                                     | Date    |
|-----------------------------------------------------------------------------------|---------|
|  | 4/13/11 |

| County Attorney – Authorized Signature                                            | Date    |
|-----------------------------------------------------------------------------------|---------|
|  | 4/14/11 |

| Property Management – Authorized Signature | Date |
|--------------------------------------------|------|
|                                            |      |

| Information Services– Authorized Signature | Date |
|--------------------------------------------|------|
|                                            |      |

| Other – Authorized Signature | Date |
|------------------------------|------|
|                              |      |

**SUBJECT: Memorandum of Understanding between RCRRA and Christos Two, LLC**

**DRAFT RESOLUTION**

1 WHEREAS, The Ramsey County Regional Railroad Authority is renovating The Union  
2 Depot Multi-Modal Transit and Transportation Hub (Depot) to the benefit of the citizens of Ramsey  
3 County; and

4  
5 WHEREAS, Christos Two, LLC has a lease to operate Christos Restaurant in the Head  
6 House of the Union Depot that is renewable in May, 2011; and

7  
8 WHEREAS, A Memorandum of Understanding (MOU) has been negotiated with Christos  
9 Two, LLC to describe the conditions of the lease renewal as affected by the Union Depot  
10 reconstruction; Now Therefore Be It

11  
12 RESOLVED, That the Ramsey County Regional Railroad Authority approve the  
13 Memorandum of Understanding with Christos Two, LLC, outlining the terms of a lease renewal for  
14 the operation of Christos Restaurant in the Union Depot Head House; and Be It Further

15  
16 RESOLVED, That the Ramsey County Regional Railroad Authority authorize the Chair to  
17 execute the Memorandum of Understanding.  
18

# Attachment # 1

## MEMORANDUM OF UNDERSTANDING BETWEEN

THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY AND CHRISTOS TWO, LLC.

1. The Ramsey County Regional Railroad Authority ("Regional Railroad") and Christos Two, LLC ("Christos") (collectively "Parties" and individually "Party") desire to resolve issues surrounding the construction project to be undertaken by Regional Railroad at the Union Depot Place ("Project"). Capitalized terms in this MOU shall have the same meaning as that ascribed to them in that certain lease dated April 10, 1996 between Christos and La Tete Maison Ltd. as amended ("Lease").
2. The Lease shall be amended to provide that the space currently being used adjacent to the current Leased Premises will become part of the Leased Premises and that the mezzanine area space currently identified as part of the Leased Premises will no longer be identified as part of the Leased Premises with the rent and common area maintenance to be adjusted on a pro rata basis. The new Leased Premises for Christos is identified in the Mortensen Construction ("Mortensen") drawing furnished by Kevin Lindsey to Gus Parpas and attached as Exhibit A and Mortensen shall measure and verify the new square footage for both parties and amend Exhibit A as necessary. The new Leased Premises shall also include the room immediately behind the current location of the Christos beer cooler in the old "Big Daddy's" space measuring approximately 27x31 feet (or another mutually agreed upon space) to replace the office/storage space from the mezzanine area, subject to Christos' ability to connect its phone and point of sale computer infrastructure and Regional Railroad making the improvements necessary to convert the space to rentable space (HVAC/doorway/internal wall/etc.). The verified footage will be subject to a multiplier of 1.17 to determine rent to be paid.
3. The new Leased Premises for as shown on Exhibit A hereto will not include the platform that is currently within the Leased Premises of Christos. Regional Railroad, during its reconstruction of the Union Depot Place, shall at its expense remove the platform and assure that the flooring underneath the current platform is comparable to the flooring in the remainder of Union Depot Place.
4. Regional Railroad will provide stanchions or some type of physical structure suitable to the historic nature of the building to clearly define the leasehold space of Christos.
5. Regional Railroad will agree to retain the bar in the Union Depot Place for future use by Christos.
6. Regional Railroad will provide Christos \$12,000 to purchase a beer cooler that will be connected to the kitchen by a door and will be adjacent to the storage space. Regional Railroad will install the door separating the beer cooler and the kitchen, all

of which shall occur before Oct 17, 2011. The beer cooler shall be installed in the new leasehold space depicted in Exhibit A hereto.

7. Regional Railroad will allow Christos to use the sound and lighting system within the Union Depot Place. Regional Railroad will consult with Christos as to the placement of electrical outlets within its leasehold space.
8. The Lease currently provides Christos with non-exclusive use of public space within the Union Depot Place. Regional Railroad anticipates and wishes to receive information from Christos concerning what rules should be in place for third parties to use the public space within the Union Depot Place. Regional Railroad reserves all right to determine what rules should be in place for third parties to use the public space within the Union Depot Place subject to the terms of the Lease. Regional Railroad reserves the right in the future to charge all third parties which may wish to use the public space within the Union Depot Place, subject to the terms of the Lease.
9. Christos will continue to make any payments required pursuant to the Lease up to and including June 30, 2011 and shall be relieved of any obligation to make any payments required pursuant to the Lease during the construction period of July 1, 2011 through November 30, 2011 ("Construction Period").
10. Christos agrees to cease all business operation and vacate its Leased Premises by June 30, 2011, with the exception of the office, kitchen and storage areas. Regional Railroad will attempt to make available temporary storage at its expense within the Union Depot Place for the term of the business shut-down, subject to the reasonable needs of Mortensen related to the Project, and Christos shall be responsible for moving its property to the temporary storage. Nothing in this paragraph shall obligate the Regional Railroad to provided storage space.
11. Regional Railroad will commence construction in the front yard, carriage area and Great Hall of the Union Depot beginning on July 1, 2011 and concluding during the Construction Period.
12. Christos will be able to begin cleaning the Leased Premises beginning on or about October 17, 2011 with the expectation that Christos will be able to open for business on December 1, 2011. Regional Railroad will agree to pay Christos \$6,000 toward the expense of recertification of its restaurant and cleaning its Leased Premises on October 1, 2011.
13. Christos will not be obligated to pay to Regional Railroad for three parking spot expenses in the Union Depot parking lot during the Construction Period.

14. Regional Railroad will agree to pay wait staff of Christos "stay incentives" to ensure that wait staff of Christos honor their obligations to Christos prior to July 1, 2011. The "stay incentives" of Regional Railroad will be paid upon Christos submitting documentation to Regional Railroad of payments made to wait staff and the amount of "stay incentives" shall not exceed \$7,776.00 on July 1, 2011.
15. Regional Railroad will agree to pay Christos for the net income ("Net Income") Christos will lose as a result of being shut down for the Construction Period. In determining the amount of Net Income due, the parties shall use the amount of Net Income Christos has historically earned during this period over the past three years. Christos shall make all necessary financial information available to an independent accountant including but not limited to tax returns, expense records, payroll records, booking event records and contracts over the past three years. The independent accountant shall be mutually agreed upon by the Parties. Regional Railroad shall be responsible for paying for the services of the independent accountant. Payment for lost Net Income due to Christos shall be made in five installments – July 15, 2011; August 15, 2011; September 15, 2011, October 15, 2011 and November 15, 2011. For purposes of this MOU, "Net Income" shall be defined as follows – Gross Sales, as defined in the Lease, less all expenses attributable to Christos, including but not limited to all taxes, such as sales taxes, property taxes, and license fees, but excluding income taxes.
16. Regional Railroad will agree to pay Christos the wages of its two key employees, during the Construction Period. Christos states that it has provided accurate financial information to Regional Railroad. Regional Railroad acknowledges that it has reviewed the wage information of Christos employees and will pay Christos the sum of: \$10,262.79 on July 15, 2011; \$10,262.79 on August 15, 2011, \$10,262.79 on September 15, 2011, \$10,262.79 on October 15, 2011 and \$10,262.79 on November 15, 2011.
17. Regional Railroad will agree to pay Christos for insurance, utility and security expenses for the Leased Premises Christos otherwise would have been obligated to pay during the Construction Period. Regional Railroad will pay Christos a lump sum for these expenses on July 15, 2011. The amount due to Christos shall be determined by the analysis performed by the accountant as described in paragraph 15.
18. Regional Railroad will pay Christos the sum of \$2,000 for recruiting, hiring and training expenses on July 1, 2011.
19. Regional Railroad will pay Christos the sum of \$35,000 for marketing, start-up and public relation costs on July 1, 2011.



20. Regional Railroad will pay Christos the sum of \$1,000 on July 1, 2011 for unemployment expenses it incurs as a result of being shut down for the Construction Period.
21. Regional Railroad will pay Christos the sum of \$500 on July 1, 2011 for documented professional fees incurred as a result of the Project on July 1, 2011.
22. Christos will be able to begin booking events at the Union Depot Place upon executing this Agreement.
23. Regional Railroad will provide Christos with periodic updates on the progress of construction of the Union Depot Place.
24. The Parties recognize that Christos may suffer a temporary decrease in profit as a result of being closed for several months in 2011. Christos will provide financial documentation to Regional Railroad of its Net Income from December 1, 2011 through April 30, 2012 ("Start-up Period") and historical data during the same time period for the prior three years. Regional Railroad will agree to pay Christos the difference between the Net Income Christos has historically earned during the Start-up Period over the past three years and Net Income Christos actually earned during the Start-up Period provided Christos uses its business efforts to generate sales during the Start-up Period. In the event that Christos receives insurance proceeds to compensate for the loss of Net Income during the Start-up Period, Christos shall notify Regional Railroad of same and Regional Railroad may offset payments to Christos by such insurance proceeds.
25. In the event that Regional Railroad is not able to complete construction by November 30, 2011, Regional Railroad will pay Christos additional damages for the time period that Christos is unable to occupy its space after December 1, 2011. In calculating these additional damages, Regional Railroad will use the formula for Net Income set forth in paragraph 15, the formula for wages for key employees set forth in paragraph 16 and the formula for calculating fixed expenses set forth in paragraph 17. Christos will not be obligated to pay Regional Railroad for its three parking spots or any payments due pursuant to the Lease during this time period. Additionally, the Start-up Period formula set forth in paragraph 24 will be adjusted to reflect the time period that Christos is able to occupy the Leased Premises.
26. Regional Railroad and Christos will use their best efforts to effectuate the terms of this Agreement.
27. The Parties agree that time is of the essence and shall work to execute the Lease amendments on or before April 30, 2011.

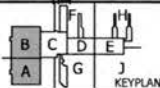
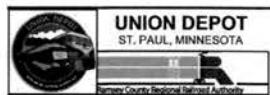
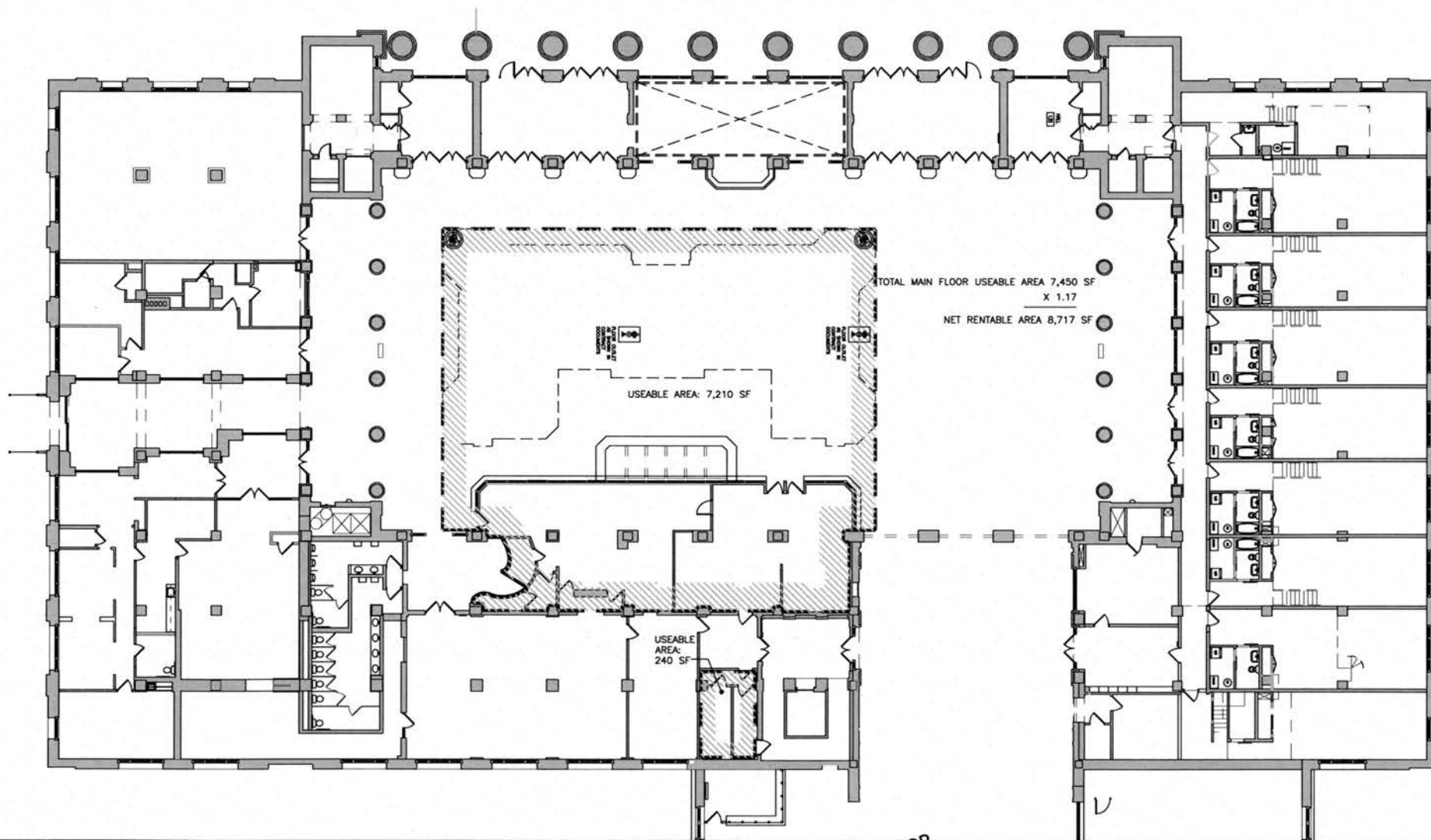
\_\_\_\_\_  
Gus Parpas  
President of Christos Two, LLC

Date: \_\_\_\_\_

\_\_\_\_\_  
Jim McDonough  
Chair, Ramsey County Regional Railroad Authority

Date: \_\_\_\_\_

Attachment # 2



NOT FOR  
CONSTRUCTION

| REVISION HISTORY - THIS SHEET |
|-------------------------------|
|                               |
|                               |
|                               |
|                               |
|                               |

| LEASE SPACE EXHIBITS |
|----------------------|
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|                      |
|                      |

CHRISTO'S RESTAURANT  
PROPOSED AREA  
MAIN FLOOR  
EXHIBIT A

MEMORANDUM OF UNDERSTANDING  
BETWEEN

THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY AND CHRISTOS TWO, LLC.

1. The Ramsey County Regional Railroad Authority ("Regional Railroad") and Christos Two, LLC ("Christos") (collectively "Parties" and individually "Party") desire to resolve issues surrounding the construction project to be undertaken by Regional Railroad at the Union Depot Place ("Project"). Capitalized terms in this MOU shall have the same meaning as that ascribed to them in that certain lease dated April 10, 1996 between Christos and La Tete Maison Ltd. as amended ("Lease").
2. The Lease shall be amended to provide that the space currently being used adjacent to the current Leased Premises will become part of the Leased Premises and that the mezzanine area space currently identified as part of the Leased Premises will no longer be identified as part of the Leased Premises with the rent and common area maintenance to be adjusted on a pro rata basis. The new Leased Premises for Christos is identified in the Mortensen Construction ("Mortensen") drawing furnished by Kevin Lindsey to Gus Parpas and attached as Exhibit A and Mortensen shall measure and verify the new square footage for both parties and amend Exhibit A as necessary. The new Leased Premises shall also include the room immediately behind the current location of the Christos beer cooler in the old "Big Daddy's" space measuring approximately 27x31 feet (or another mutually agreed upon space) to replace the office/storage space from the mezzanine area, subject to Christos' ability to connect its phone and point of sale computer infrastructure and Regional Railroad making the improvements necessary to convert the space to rentable space (HVAC/doorway/internal wall/etc.). The verified footage will be subject to a multiplier of 1.17 to determine rent to be paid.
3. The new Leased Premises for as shown on Exhibit A hereto will not include the platform that is currently within the Leased Premises of Christos. Regional Railroad, during its reconstruction of the Union Depot Place, shall at its expense remove the platform and assure that the flooring underneath the current platform is comparable to the flooring in the remainder of Union Depot Place.
4. Regional Railroad will provide stanchions or some type of physical structure suitable to the historic nature of the building to clearly define the leasehold space of Christos.
5. Regional Railroad will agree to retain the bar in the Union Depot Place for future use by Christos.
6. Regional Railroad will provide Christos \$12,000 to purchase a beer cooler that will be connected to the kitchen by a door and will be adjacent to the storage space. Regional Railroad will install the door separating the beer cooler and the kitchen, all

of which shall occur before Oct 17, 2011. The beer cooler shall be installed in the new leasehold space depicted in Exhibit A hereto.

7. Regional Railroad will allow Christos to use the sound and lighting system within the Union Depot Place. Regional Railroad will consult with Christos as to the placement of electrical outlets within its leasehold space.
8. The Lease currently provides Christos with non-exclusive use of public space within the Union Depot Place. Regional Railroad anticipates and wishes to receive information from Christos concerning what rules should be in place for third parties to use the public space within the Union Depot Place. Regional Railroad reserves all right to determine what rules should be in place for third parties to use the public space within the Union Depot Place subject to the terms of the Lease. Regional Railroad reserves the right in the future to charge all third parties which may wish to use the public space within the Union Depot Place, subject to the terms of the Lease.
9. Christos will continue to make any payments required pursuant to the Lease up to and including June 30, 2011 and shall be relieved of any obligation to make any payments required pursuant to the Lease during the construction period of July 1, 2011 through November 30, 2011 ("Construction Period").
10. Christos agrees to cease all business operation and vacate its Leased Premises by June 30, 2011, with the exception of the office, kitchen and storage areas. Regional Railroad will attempt to make available temporary storage at its expense within the Union Depot Place for the term of the business shut-down, subject to the reasonable needs of Mortensen related to the Project, and Christos shall be responsible for moving its property to the temporary storage. Nothing in this paragraph shall obligate the Regional Railroad to provided storage space.
11. Regional Railroad will commence construction in the front yard, carriage area and Great Hall of the Union Depot beginning on July 1, 2011 and concluding during the Construction Period.
12. Christos will be able to begin cleaning the Leased Premises beginning on or about October 17, 2011 with the expectation that Christos will be able to open for business on December 1, 2011. Regional Railroad will agree to pay Christos \$6,000 toward the expense of recertification of its restaurant and cleaning its Leased Premises on October 1, 2011.
13. Christos will not be obligated to pay to Regional Railroad for three parking spot expenses in the Union Depot parking lot during the Construction Period.



14. Regional Railroad will agree to pay wait staff of Christos "stay incentives" to ensure that wait staff of Christos honor their obligations to Christos prior to July 1, 2011. The "stay incentives" of Regional Railroad will be paid upon Christos submitting documentation to Regional Railroad of payments made to wait staff and the amount of "stay incentives" shall not exceed \$7,776.00 on July 1, 2011.
15. Regional Railroad will agree to pay Christos for the net income ("Net Income") Christos will lose as a result of being shut down for the Construction Period. In determining the amount of Net Income due, the parties shall use the amount of Net Income Christos has historically earned during this period over the past three years. Christos shall make all necessary financial information available to an independent accountant including but not limited to tax returns, expense records, payroll records, booking event records and contracts over the past three years. The independent accountant shall be mutually agreed upon by the Parties. Regional Railroad shall be responsible for paying for the services of the independent accountant. Payment for lost Net Income due to Christos shall be made in five installments – July 15, 2011; August 15, 2011; September 15, 2011, October 15, 2011 and November 15, 2011. For purposes of this MOU, "Net Income" shall be defined as follows – Gross Sales, as defined in the Lease, less all expenses attributable to Christos, including but not limited to all taxes, such as sales taxes, property taxes, and license fees, but excluding income taxes.
16. Regional Railroad will agree to pay Christos the wages of its two key employees, during the Construction Period. Christos states that it has provided accurate financial information to Regional Railroad. Regional Railroad acknowledges that it has reviewed the wage information of Christos employees and will pay Christos the sum of: \$10,262.79 on July 15, 2011; \$10,262.79 on August 15, 2011, \$10,262.79 on September 15, 2011, \$10,262.79 on October 15, 2011 and \$10,262.79 on November 15, 2011.
17. Regional Railroad will agree to pay Christos for insurance, utility and security expenses for the Leased Premises Christos otherwise would have been obligated to pay during the Construction Period. Regional Railroad will pay Christos a lump sum for these expenses on July 15, 2011. The amount due to Christos shall be determined by the analysis performed by the accountant as described in paragraph 15.
18. Regional Railroad will pay Christos the sum of \$2,000 for recruiting, hiring and training expenses on July 1, 2011.
19. Regional Railroad will pay Christos the sum of \$35,000 for marketing, start-up and public relation costs on July 1, 2011.

20. Regional Railroad will pay Christos the sum of \$1,000 on July 1, 2011 for unemployment expenses it incurs as a result of being shut down for the Construction Period.
21. Regional Railroad will pay Christos the sum of \$5,000 on July 1, 2011 for documented professional fees incurred as a result of the Project on July 1, 2011.
22. Christos will be able to begin booking events at the Union Depot Place upon executing this Agreement.
23. Regional Railroad will provide Christos with periodic updates on the progress of construction of the Union Depot Place.
24. The Parties recognize that Christos may suffer a temporary decrease in profit as a result of being closed for several months in 2011. Christos will provide financial documentation to Regional Railroad of its Net Income from December 1, 2011 through April 30, 2012 ("Start-up Period") and historical data during the same time period for the prior three years. Regional Railroad will agree to pay Christos the difference between the Net Income Christos has historically earned during the Start-up Period over the past three years and Net Income Christos actually earned during the Start-up Period provided Christos uses its business efforts to generate sales during the Start-up Period. In the event that Christos receives insurance proceeds to compensate for the loss of Net Income during the Start-up Period, Christos shall notify Regional Railroad of same and Regional Railroad may offset payments to Christos by such insurance proceeds.
25. In the event that Regional Railroad is not able to complete construction by November 30, 2011, Regional Railroad will pay Christos additional damages for the time period that Christos is unable to occupy its space after December 1, 2011. In calculating these additional damages, Regional Railroad will use the formula for Net Income set forth in paragraph 15, the formula for wages for key employees set forth in paragraph 16 and the formula for calculating fixed expenses set forth in paragraph 17. Christos will not be obligated to pay Regional Railroad for its three parking spots or any payments due pursuant to the Lease during this time period. Additionally, the Start-up Period formula set forth in paragraph 24 will be adjusted to reflect the time period that Christos is able to occupy the Leased Premises.
26. Regional Railroad and Christos will use their best efforts to effectuate the terms of this Agreement.
27. The Parties agree that time is of the essence and shall work to execute the Lease amendments on or before April 30, 2011.



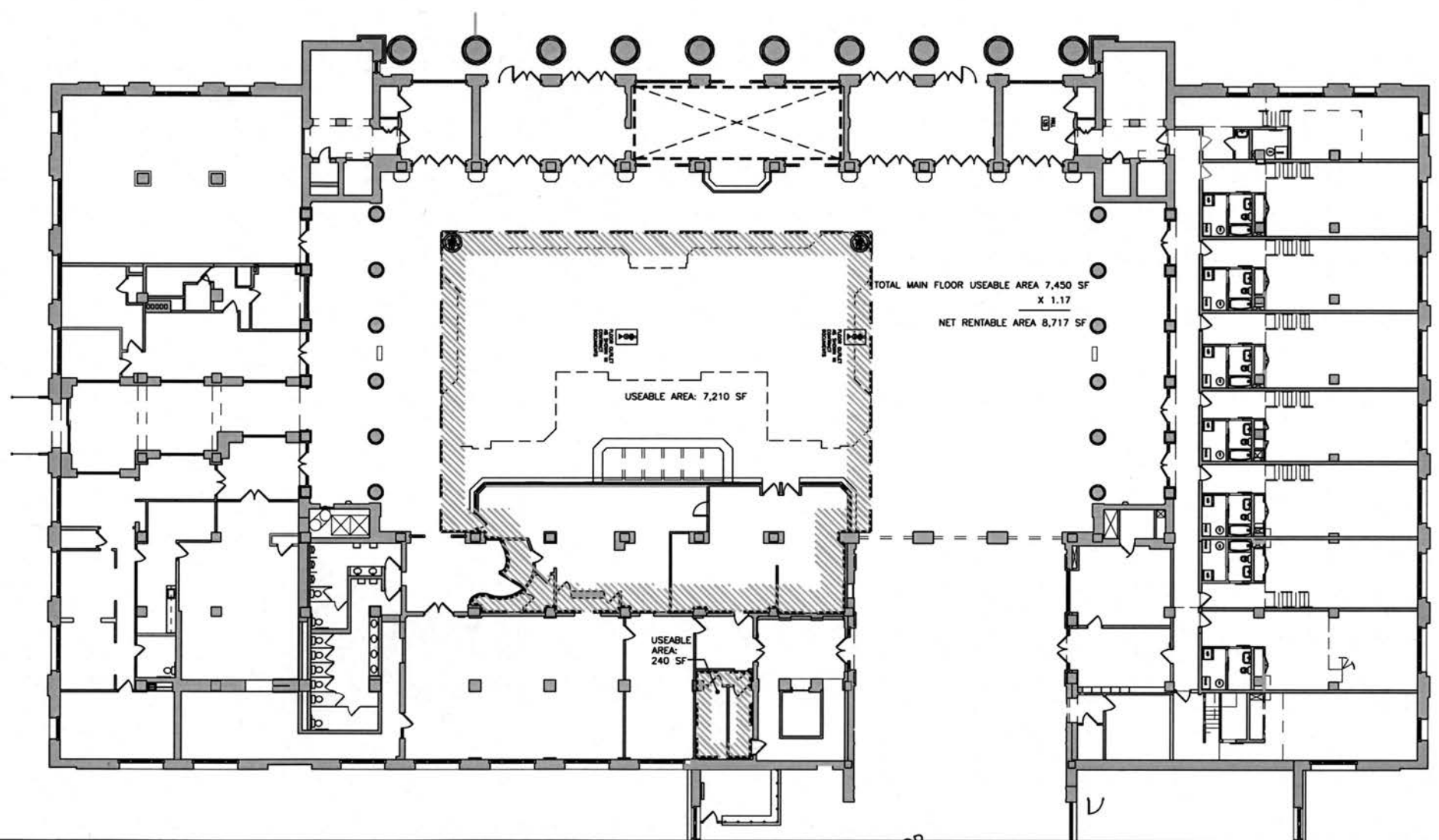
Gus Parpas  
President of Christos Two, LLC

Date: 4/15/11

\_\_\_\_\_  
Jim McDonough  
Chair, Ramsey County Regional Railroad Authority

Date: \_\_\_\_\_

Attachment # 2



**UNION DEPOT**  
ST. PAUL, MINNESOTA

**Mortenson**  
construction

**H&A**  
Architecture | Engineering | Planning  
Haward, Olson and Associates, Inc.  
PO Box 1000000, St. Paul, MN 55110-0000  
Telephone: 612.768.1000 Fax: 612.768.1001

**Bauer Binder**  
Belle

**CLUSE**  
LANDSCAPE ARCHITECTURE

**KEY PLAN**

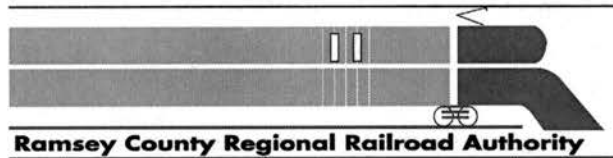
**NOT FOR CONSTRUCTION**

**REVISION HISTORY - THIS SHEET**

**LEASE SPACE EXHIBITS**

**CHRISTO'S RESTAURANT**  
PROPOSED AREA  
MAIN FLOOR

**EXHIBIT A**



6560 Ramsey County Government Center West  
50 Kellogg Boulevard West  
St. Paul, Minnesota 55102 (651) 266-2760

## **REGIONAL RAILROAD AUTHORITY MEETING**

May 10, 2011

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

.....  
**ROLL CALL** and Call to Order

**AGENDA** of the May 10 2011 Board Meeting is presented for approval.

**MINUTES** of the April 19, 2011 Board Meeting is presented for approval.

### **ADMINISTRATIVE AGENDA**

1. **Metro Transit - Presentation: Designation of primary colors to transitways in the metro area, and the branding concept of the regional transitway network**

***Board Action Requested:***

None. For Information and Discussion Only

2. **Central Corridor Funders Collaborative - Presentation**

***Board Action Requested:***

None. For Information and Discussion Only

**CORRIDOR UPDATES**

**ADJOURNMENT**



## RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

April 19, 2011

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0. Also present was Julie Kleinschmidt, County Manager and Phil Carruthers, Director of Civil Division, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 10:00 AM.

### AGENDA

Commissioner Rettman moved approval of the Agenda of the April 19, 2011 Board Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, Parker, Reinhardt, McDonough – 7. Nays – 0.

### MINUTES

Commissioner Parker moved approval of the Minutes of the April 5, 2011 Board Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, Parker, Reinhardt, McDonough – 7. Nays – 0.

#### 1. Memorandum of Understanding between the RCRRA and Christos Two, LLC

Commissioner Reinhardt moved approval of the following resolution, seconded by Commissioner Carter.

Chair McDonough commented that this deal needed to be executed quickly, which is why they chose to meet today. He said they had to come to an agreement with how Christos Two, LLC (Christos) will operate their business during the construction period of the Union Depot renovation and also what the future of their business will be. He thanked the Ramsey County Regional Railroad Authority (RCRRA), Property Management, the County Attorney's Office and Christos for getting this deal done.

Commissioner Parker asked how much Christos' business loss is expected to be during the five month period that they are closed.

Jolly Mangine, Director, Property Management, said there are a couple of areas with business losses. There is the loss of business during the actual construction period. He said Christos nets about \$120,000 per year off gross revenues of about \$1 million. The four to five month period that they will be closed does not necessarily equal to \$10,000 in losses per month because certain months generate more revenue than other months. To figure out what the loss may be, they decided they would track the previous years and give a proportionate share based on what the net revenue was for those months. The second piece in rents deals with the future and this goes off of what is called 'going concerns'. They will go back and look at how Gus Pappas (President of Christos) did and they will track how he does after he opens his business again after the renovation. Mr. Mangine said we believe business will pick up after the building is renovated but sometimes there is a lag in business after a business has been closed for a period. He said they are probably dealing with loss of actual revenue of \$50,000 to \$60,000, and they have a downsized risk that is probably in the \$150,000 range with everything included.

Commissioner Parker said she was a bit surprised to see that Christos will have to close for this length of time and that we cannot try to work around them during construction to allow them to stay open.

Mr. Mangine said they considered it but they had to look at the degree of renovation they are doing in, above and around that business. The front entrance is going to be torn up making it unappealing for events such as weddings; the glass ceiling above Christos will be renovated creating a considerable risk and the use of scaffolding to protect people below was very costly; chemical cleanup treatment will be used and, although this will be safe to the workers as they apply them, it does not make a preferable environment for a functioning business. They originally thought the duration of this work could take more than six months but Construction was able to narrow it down to about four months. The Memorandum of Understanding (MOU) document mentions five months but that is to give them some leeway.

Chair McDonough added that they were prepared to work with Mr. Parpas and accommodate him had he insisted that he stay open, but the decision they arrived at is based on mutual conversation and mutual agreement.

Commissioner Rettman appreciated being able to see and review the MOU document. She said even though it may cost more, it is important that the business be held harmless in the process. In comparison to the Central Corridor Light Rail Project (CCLRT), and how those businesses are now being disrupted by the construction taking place, she believes the way we handled this deal with Christos is a good way to do business and she commended the staff involved.

Commissioner Carter also appreciated that care that RCRRA took in working with Christos. She wanted to acknowledge that, with the new Metropolitan Council, they may have the opportunity to continue to work with businesses along University Avenue to make certain that those businesses can stay open as well. She said with the CCLRT construction going on right now it is a challenge for all of us. They are working very hard with the Met Council and are seeing that it is willing to challenge itself create opportunities for those businesses, much like the work we are doing at RCRRA for Christos.

Roll Call: Ayes – Rettman, Bennett, Carter, Ortega, Parker, Reinhardt, McDonough – 7. Nays – 0.  
(R11-16)

WHEREAS, The Ramsey County Regional Railroad Authority is renovating The Union Depot Multi-Modal Transit and Transportation Hub (Depot) to the benefit of the citizens of Ramsey County; and

WHEREAS, Christos Two, LLC has a lease to operate Christos Restaurant in the Head House of the Union Depot that is renewable in May, 2011; and

WHEREAS, A Memorandum of Understanding (MOU) has been negotiated with Christos Two, LLC to describe the conditions of the lease renewal as affected by the Union Depot reconstruction; Now Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approve the Memorandum of Understanding with Christos Two, LLC, outlining the terms of a lease renewal for the operation of Christos Restaurant in the Union Depot Head House; and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorize the Chair to execute the Memorandum of Understanding.

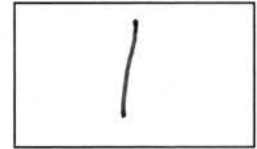
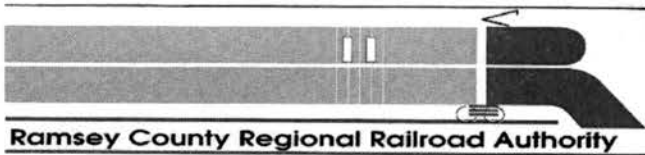
#### CORRIDOR UPDATES

- Gateway Corridor

Commissioner Ortega reported on the Gateway Corridor Policy Advisory Committee's (PAC) most recent meeting. At the meeting, the PAC discussed the need to add an eighth alternative to the alternative analysis. The addition of the eighth alternative is outside of the original scope of work and will add an estimated \$100,000 to the cost. A request will be made to the financial partners, the RCRRA, Washington County, and the Met Council, to split the cost. He also reported that at the Gateway Corridor Commission meeting on April 14, a resolution was passed in support of a new St. Croix River Crossing.

#### ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 10:15 AM.



## REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 05/10/11

Regional Railroad Authority Meeting Date: \_\_\_\_\_

**SUBJECT: Metro Transit – Presentation: Designation of primary colors to transitways in the metro area, and the branding concept of the regional transitway network**

### EXECUTIVE SUMMARY

Bruce Howard, Director of Customer Service and Marketing for Metro Transit, will present an overview of the Metropolitan Council's collaborative efforts related to transitway branding and identity, as well as a status of plans to name the region's transitways. These plans involve shifting to a primary color designation for transitways including the Hiawatha Line, the Central and Southwest LRT corridors, and the Cedar Avenue and I-35W bus rapid transit lines (i.e., Blue Line, Green Line, etc.)

### ACTION REQUESTED

None. For Information and Discussion Only

**SUBJECT: Metro Transit – Presentation: Designation of primary colors to transitways in the metro area, and the branding concept of the regional transitway network**

**ATTACHMENTS:**

[Presentation to be distributed at RCRRA Board meeting]

**PREVIOUS ACTION:**

None

**COUNTY MANAGER'S COMMENTS:**

This item is to provide information to the Regional Railroad Authority on the outcome of the Metropolitan Council's collaborative process to determine a brand concept and designation of primary colors to the region's transitway network. This is for information only.

**SUBJECT: Metro Transit – Presentation: Designation of primary colors to transitways in the metro area, and the branding concept of the regional transitway network**

| Regional Railroad Authority – Authorized Signature                               | Date   |
|----------------------------------------------------------------------------------|--------|
|  | 5/5/11 |

| Budgeting & Accounting – Authorized Signature                                     | Date   |
|-----------------------------------------------------------------------------------|--------|
|  | 5/4/11 |

| County Attorney – Authorized Signature                                             | Date     |
|------------------------------------------------------------------------------------|----------|
|  | 5/4/2011 |

| Property Management – Authorized Signature | Date |
|--------------------------------------------|------|
|                                            |      |

| Information Services – Authorized Signature | Date |
|---------------------------------------------|------|
|                                             |      |

| Other – Authorized Signature | Date |
|------------------------------|------|
|                              |      |



# Transitway Identity and Branding

## Line Name (Colors) and System Name Implementation Update

May 10, 2011

Presented by Bruce Howard

Director of Customer Services and Marketing, Metro Transit

# Why Brand Transitway Service?

- Challenges and opportunities of the growing Transitway system
  - New services beyond single light-rail line
  - Need to communicate service expectations to users/visitors
  - Distinguish transitway service from local or express bus service
  - Establish consistency for services that extend beyond one county/area and connect the entire region

# Types of Transitway Services

|                           | Local Bus | LRT/BRT All-Day Service |                                       |             | Commuter Express Service |                        |                  |
|---------------------------|-----------|-------------------------|---------------------------------------|-------------|--------------------------|------------------------|------------------|
|                           | Local Bus | Arterial BRT            | Highway BRT<br>Station-to-<br>Station | Light Rail  | Express Bus              | Highway BRT<br>Express | Commuter<br>Rail |
| Speed                     | Low       | Medium                  | Medium-High                           | Medium-High | High                     | High                   | High             |
| Access                    | High      | Medium                  | Medium                                | Medium      | Low                      | Low*                   | Low              |
| Frequency<br>Availability | High      | High                    | High                                  | High        | Low                      | Low*                   | Low              |
| Reliability               | Medium    | Medium-High             | High                                  | High        | Medium                   | Medium-High            | High             |

\* Hwy BRT Express service may be perceived differently since it will be supplemented by Highway BRT Station-to-Station service.



# Council-Approved Transitway Branding Framework

- Position, brand, and identify LRT and Highway BRT Station-to-Station service as one system
- Name LRT and Highway BRT Station-to-Station lines using colors
- Unify the LRT and BRT Station-to-Station services brand using a distinct system name
- Apply regional transit color scheme to the LRT and Highway BRT station-to-station services
- Adopted December 8, 2010

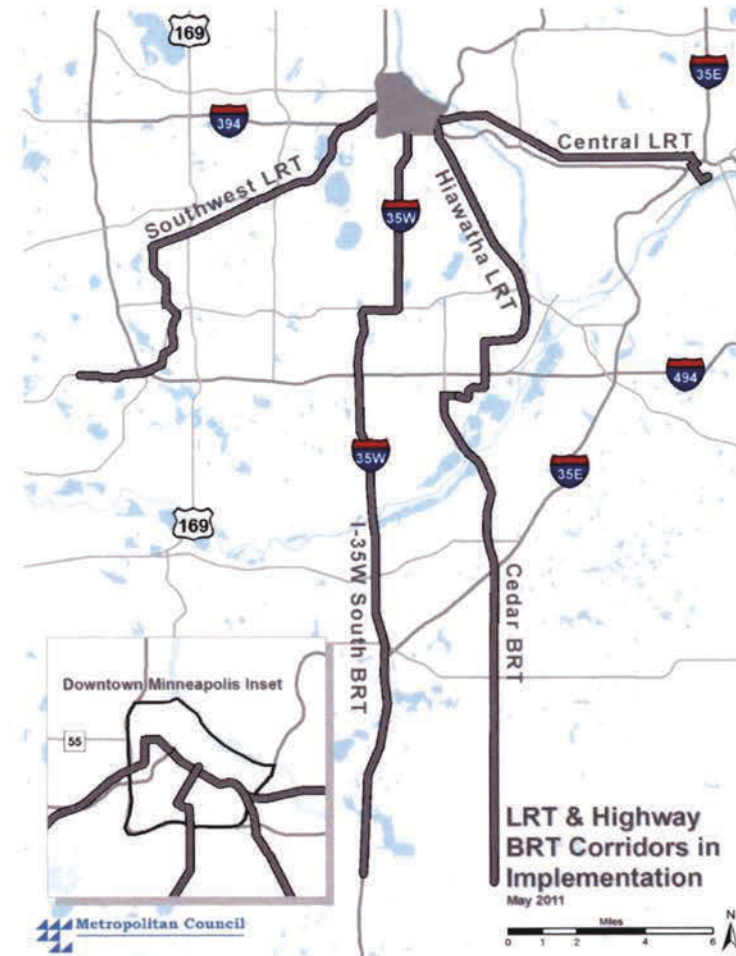
## Line Names (Colors)

- DRAFT Regional Transitway Guidelines state:
  - Select with input from communities through corridor policy groups
  - Distinguish between lines, fit within regional system, allow line through-routing
  - Colors with common, succinct names (red, blue, green, gold, orange)
  - Colors should show up clearly on maps but lines should also always be labeled.
- Five primary corridors this affects: Hiawatha, Cedar, I-35W, Central, Southwest



# LRT and Highway BRT Corridors

- Line colors will only apply to corridors once locally preferred alternative (LPA) is formally selected
- Cedar and I-35W BRT
  - Service begins late 2012
- Central LRT
  - Service begins late 2014
- Southwest LRT
  - Service begins late 2017



# **Naming Transitways Using Colors**

## **Peer Region Examples**

## Peer Region Color Usage

- Red lines: 10
  - Blue lines: 11
  - Green lines: 11
  - Gold lines: 2
  - Orange lines: 8
  - Yellow lines: 4
  - Purple lines: 3
  - Silver lines: 2
- 
- 11 Peer regions analyzed
  - Mix of light rail, heavy rail, BRT



# Atlanta

Atlanta recently changed from directional names to color names. “Yellow” line had poor feedback because of racial implications and was changed to “Gold”

Through-routing concept



# Dallas

This map is somewhat outdated but it illustrates the “in construction” dotted line concept.

Dallas now has an “Orange line” that operates select trips

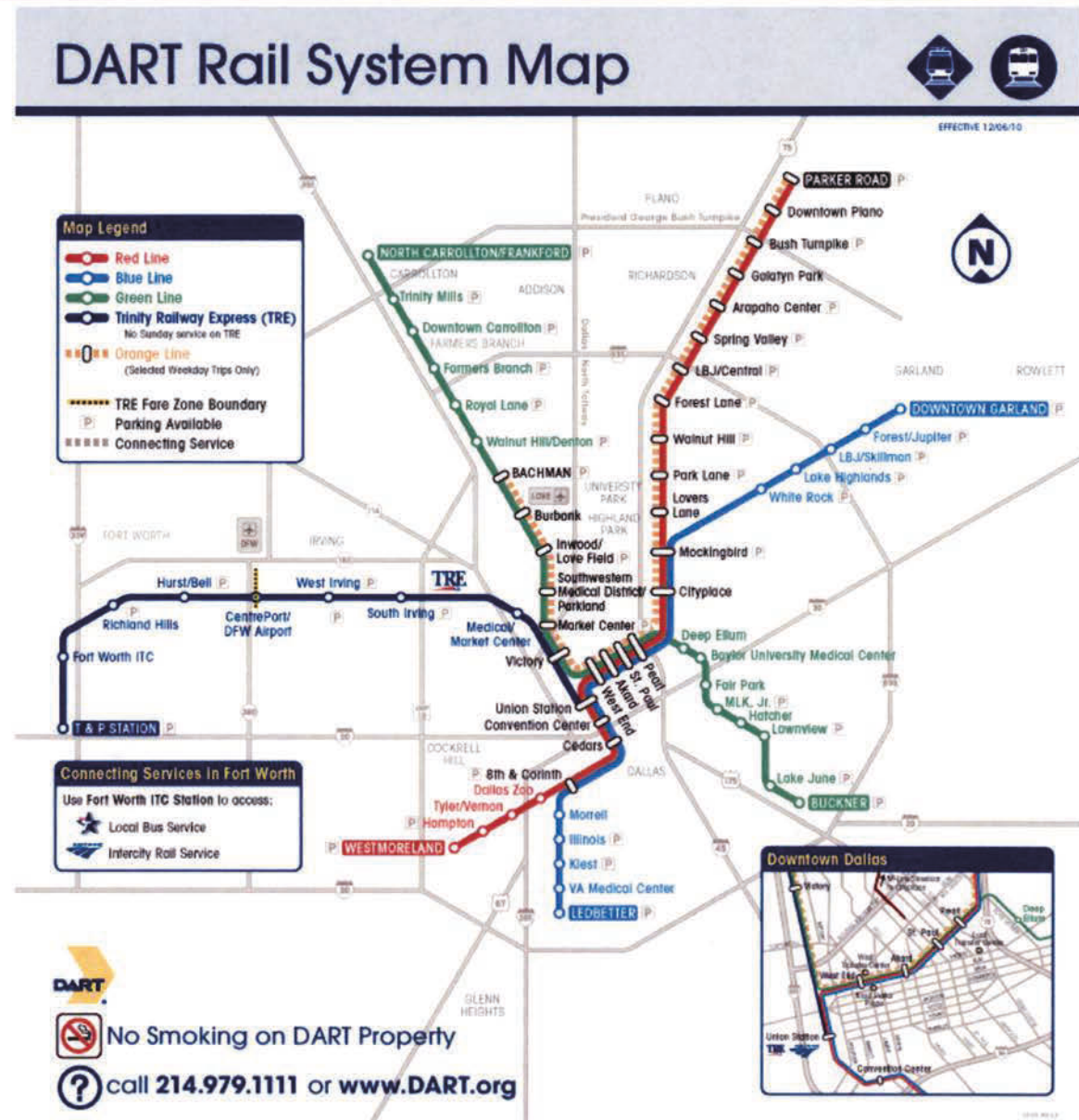
## DART Rail System Map





# Dallas II

Example with  
Orange Line that  
was added over  
existing  
infrastructure for  
select trips only



# San Diego

The dotted red line is a special event service between stadium and downtown





A few examples of text to call out “exceptions” that might apply to BRT (i.e. limited weekend service)

- [illegible]

 Metro is accessible.

# Boston

Colors are  
LRT or  
heavy rail

Silver line is  
BRT



## MASSACHUSETTS BAY TRANSPORTATION AUTHORITY RAPID TRANSIT/ KEY BUS ROUTES MAP





# Line Names (Colors) Identification Process

| January 2011                                             | February-April 2011                                                                                                                                             | May-June 2011                            |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Information & Process                                    | Review & Advise                                                                                                                                                 | Select                                   |
| CTIB<br>CTIB Communications<br>Met Council Trans<br>Cmte | CTIB<br>Corridor Policy Groups<br><i>(with LPAs in TPP)</i><br>Hiawatha Line<br><i>(Minneapolis,<br/>Metropolitan Airports<br/>Commission,<br/>Bloomington)</i> | Met Council<br><i>(incl. Trans Cmte)</i> |

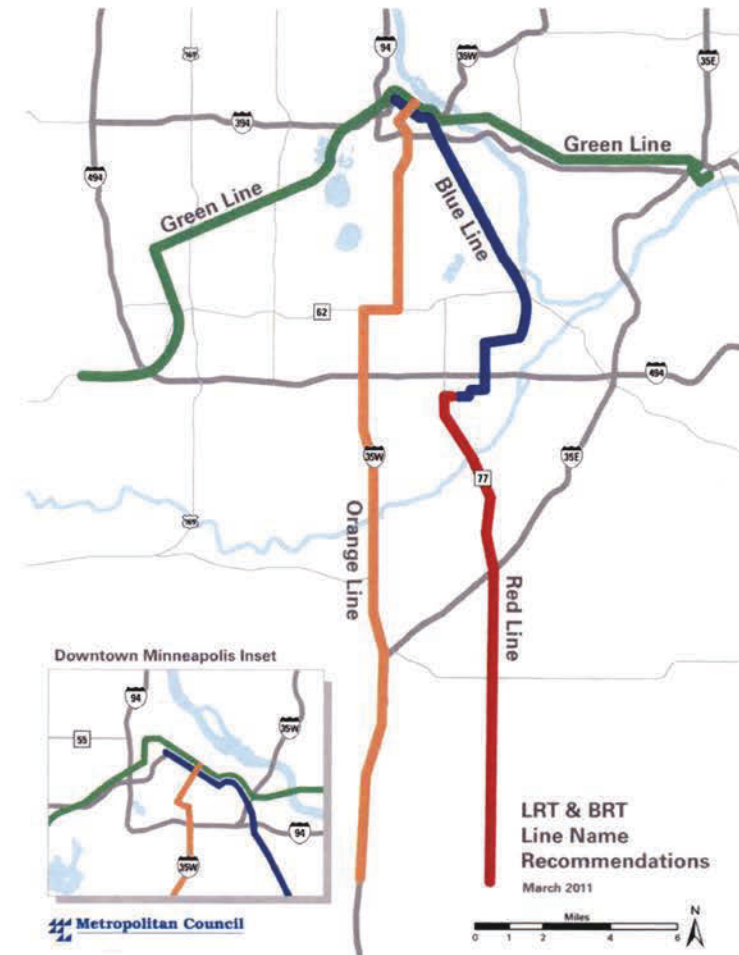


# Stakeholder Feedback on Line Names (Colors)

- Cedar Group requested (and DCRRA supported) Red to link streetscape design elements in Apple Valley
- Central Corridor Management Committee expressed interest in Green because of energy initiatives in the corridor
- Southwest Corridor Management Committee also expressed interest in Green
- TAAC expressed concern about similar colors being near each other on a map (blue/green, red/orange)

# Twin Cities LRT and BRT Station-to-Station Line Name (Colors) Proposal

- Green – Central/Southwest LRT
- Blue – Hiawatha LRT
- Red – Cedar Avenue BRT
- Orange – I-35W BRT



# **Transitways Identity and Branding Framework – Next Steps**



# Council-Approved Transitway Branding Framework



- Position, brand, and identify LRT and Highway BRT Station-to-Station service as one system



- Name LRT and Highway BRT Station-to-Station lines using colors
- Unify the LRT and BRT Station-to-Station services brand using a distinct system name
- Apply regional transit color scheme to the LRT and Highway BRT station-to-station services



## Next Up: System Name Process

| January<br>(2011)                                                                                                                                    | February<br>- April           | April-May                                                 | May-July                                                             | July-<br>August    | August-<br>September                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------|--------------------|----------------------------------------------------------------------|
| Info &<br>Process                                                                                                                                    | Accept &<br>Narrow<br>Names   | Test Names                                                | Advise &<br>Select<br>Name                                           | Design<br>Identity | Advise &<br>Select<br>Identity                                       |
| CTIB Sr. Staff<br>CTIB<br>Met Council<br>Trans Cmte                                                                                                  | Marketing<br>Working<br>Group | Council Staff<br>Marketing<br>Test Groups<br>Stakeholders | CTIB (A)<br>Met Council<br>Trans Cmte<br>(A,S)<br>Met Council<br>(S) | Council<br>Staff   | CTIB (A)<br>Met Council<br>Trans Cmte<br>(A,S)<br>Met Council<br>(S) |
| <div style="border: 1px solid black; padding: 5px; display: inline-block;">                     (A) = Advise<br/>(S) = Select                 </div> |                               |                                                           |                                                                      |                    |                                                                      |

# Milestone Timeline

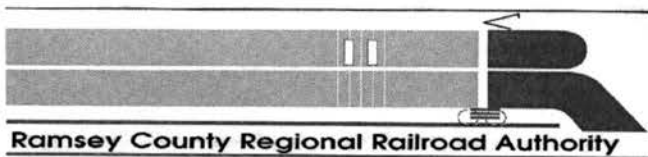
| Milestone                                                                                                             | Date                         |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------|
| Framework Approved                                                                                                    | December 8, 2010             |
| Central Full Funding Grant Agreement                                                                                  | April 2011                   |
| Line Names (Colors) Approved                                                                                          | Full Council: June 8, 2011   |
| System Name Approved                                                                                                  | Full Council: July 13, 2011  |
| System Identity Approved                                                                                              | Full Council: September 2011 |
| Implement Line Names, System Name<br>& System Identity on CCLRT, 35W<br>South BRT, Cedar Ave BRT, and<br>Hiawatha LRT | 2012-2013                    |

# Transitway Identity and Branding

Line Name (Colors) and System Name  
Implementation Update

May 10 2011





2

## REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 05/10/11

Regional Railroad Authority Meeting Date: \_\_\_\_\_

**SUBJECT: Central Corridor Funders Collaborative - Presentation**

### EXECUTIVE SUMMARY:

The Central Corridor Funders Collaborative is a group of local and national funders working with others to unlock the transformative potential of the new light rail transit line along the Central Corridor between Saint Paul and Minneapolis.

The Central Corridor Funders Collaborative works with local resident organizations, community groups, nonprofit and business coalitions, and public agencies to create and implement corridor-wide strategies aimed at ensuring the adjoining neighborhoods, residents and businesses broadly share in the benefits of public and private investment in the Central Corridor Light Rail Line.

Jonathan Sage-Martinson, Director of the Central Corridor Funders Collaborative, will provide an update on the Funders Collaborative at this meeting.

### ACTION REQUESTED:

None. For information and discussion only.



**SUBJECT:** Central Corridor Funders Collaborative - Presentation

**ATTACHMENTS:**

Central Corridor Funders Collaborative – Investment Strategy and Update (presentation)

**PREVIOUS ACTION:**

N/A

**COUNTY MANAGER'S COMMENTS:**

**SUBJECT: Central Corridor Funders Collaborative - Presentation**

**Regional Railroad Authority – Authorized Signature**

**Date**



5/4/11

**Budgeting & Accounting – Authorized Signature**

**Date**



5/4/11

**County Attorney – Authorized Signature**

**Date**



5/4/2011

**Property Management – Authorized Signature**

**Date**

**Information Services – Authorized Signature**

**Date**

**Other – Authorized Signature**

**Date**



**CENTRAL CORRIDOR**  
**FUNDERS COLLABORATIVE**  
INVESTING BEYOND THE RAIL

## Investment Strategy and Update

Ramsey County Regional Rail Authority  
May 10, 2011

**MEMBERS**

ANNIE E. CASEY FOUNDATION • FORD FOUNDATION • F. R. BIGELOW FOUNDATION • JOHN S. AND JAMES L. KNIGHT  
FOUNDATION • LIVING CITIES, INC. • MCKNIGHT FOUNDATION • THE MINNEAPOLIS FOUNDATION  
NORTHWEST AREA FOUNDATION • OTTO BREMER FOUNDATION • JAY AND ROSE PHILLIPS FAMILY FOUNDATION  
THE SAINT PAUL FOUNDATION • SURDNA FOUNDATION • TRAVELERS FOUNDATION

# Members



Annie E. Casey Foundation

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Ford Foundation

John S. and James L. Knight Foundation

Living Cities, Inc.

McKnight Foundation

The Minneapolis Foundation

Northwest Area Foundation

Otto Bremer Foundation

Jay and Rose Phillips Family Foundation of Minnesota

The Saint Paul Foundation

Surdna Foundation

Travelers Foundation



# Vision

CENTRAL CORRIDOR  
FUNDERS COLLABORATIVE  
INVESTING BEYOND THE RAIL

The Central Corridor is a place of opportunity for all, where residents and businesses thrive.



# Outcomes

CENTRAL CORRIDOR  
FUNDERS COLLABORATIVE  
INVESTING BEYOND THE RAIL



Access to Affordable Housing



Strong Local Economy



Vibrant, Transit-Oriented Places



Effective Coordination and Collaboration



# Values

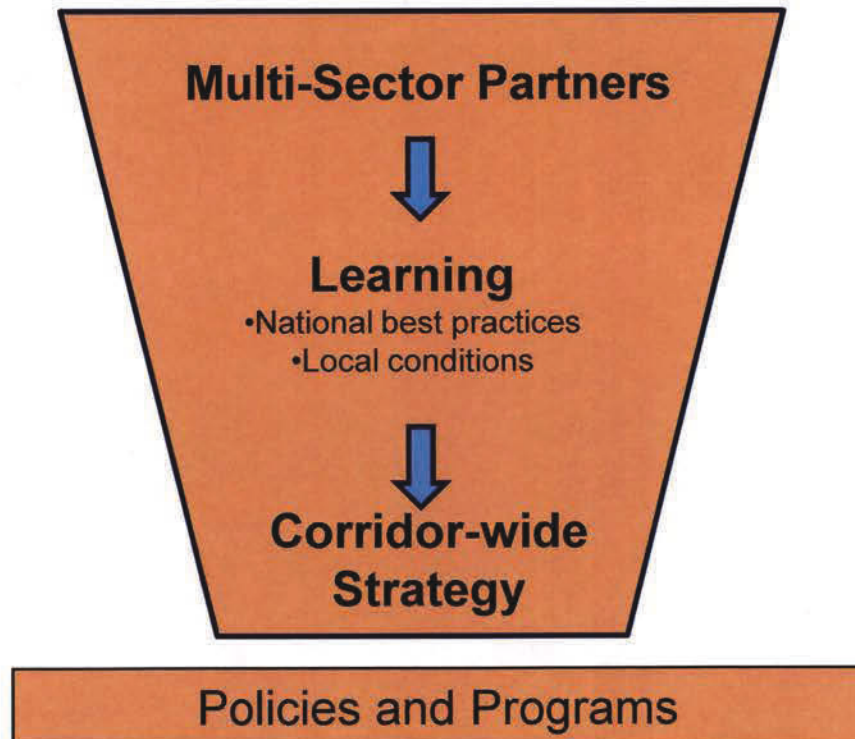
- Participation
- Fairness
- Comprehensive Solutions
- Sustainability
- Healthy Living



# Building Shared Solutions

CENTRAL CORRIDOR  
FUNDERS COLLABORATIVE  
INVESTING BEYOND THE RAIL

Work with all sectors to create and implement joint, corridor-wide strategies



## Working Groups



## Implementation



# Workforce & DBE

## Learning

- Great Minds Workforce & DBE Retreat
- Learning Session with Bruce Watts, Tri-Met, Portland

## Joint Strategy

- Jointly developed priorities

## Implementation

- LRT Works Project
- Contracting for Success Initiative
- Federal policy change around local hiring



# Business Development



## Learning

- Business mitigation forum and consultants

## Joint Strategy

- Business Resources Collaborative and Strategic Workplan

## Implementation

- U7 - Training, TA, and financing
- Parking solutions team and fund
- Small Business Loan Fund
- Discover Central Corridor campaign



# Investment Framework



## Planning

- Central Corridor Development Strategy
- 34 Small and Station Area Plans

## Joint Strategy

- TOD Investment Framework

## Implementation

- Corridors of Opportunity (Living Cities Integration Initiative and HUD Sustainable Communities Planning Grant)
- Policy impacts under discussion





# Affordable Housing

## Learning

- TOD land acquisition fund meetings
- Central Corridor Affordable Housing Partnership policies
- *Assessing Neighborhood and Social Influences of Transit Corridors*
- Strategic acquisition fund learning session

## Joint Strategy

- Affordable Housing Coordinated Plan working group

## Implementation

- ?

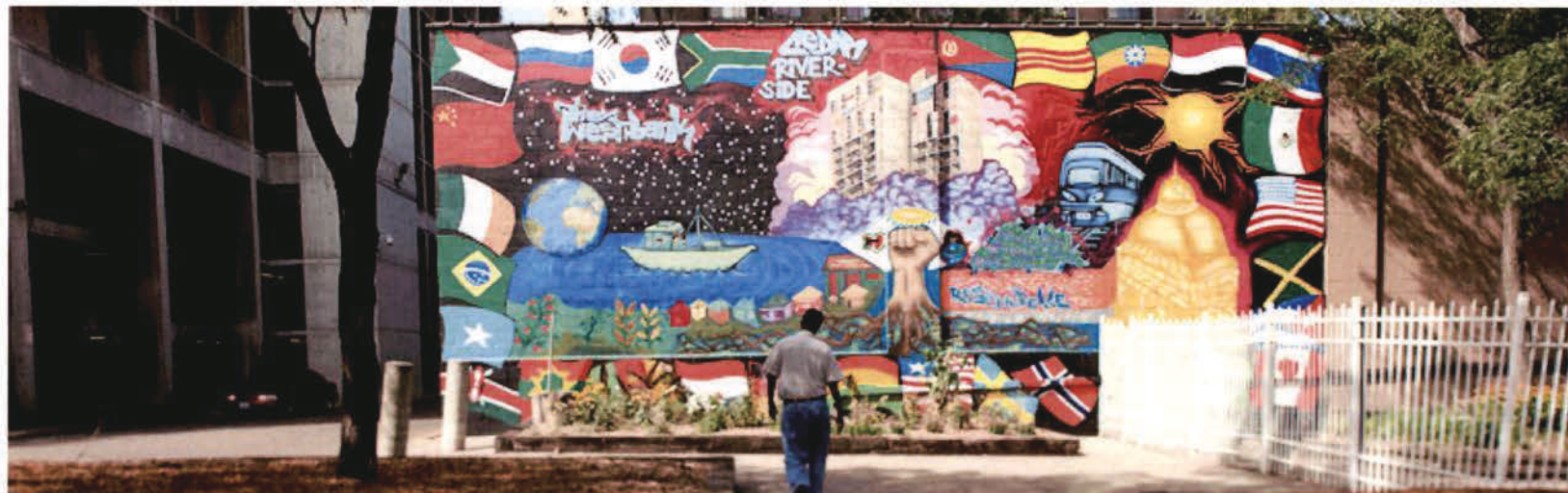




# Other Issues

Long-term Job Access

Bike, Pedestrian, and Transit Access



# Catalyst Fund

CENTRAL CORRIDOR  
FUNDERS COLLABORATIVE  
INVESTING BEYOND THE RAIL

\$3.9 million  
41 grants



AFFORDABLE HOUSING

\$281,200  
6 grants



STRONG LOCAL ECONOMY

\$1,641,900  
16 grants



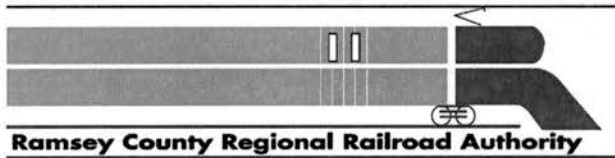
TRANSIT-ORIENTED PLACES

\$1,465,170  
13 grants



COORDINATION & COLLABORATION

\$519,074  
10 grants



6560 Ramsey County Government Center West  
50 Kellogg Boulevard West  
St. Paul, Minnesota 55102 (651) 266-2760

## **REGIONAL RAILROAD AUTHORITY MEETING**

May 17, 2011

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

.....  
**ROLL CALL** and Call to Order

**AGENDA** of the May 17 2011 Board Meeting is presented for approval.

**MINUTES** of the May 10, 2011 Board Meeting is presented for approval.

### **ADMINISTRATIVE AGENDA**

#### **1. Rochester Zip Line Project Update**

***Board Action Requested:***

None. For Information and Discussion Only

**CORRIDOR UPDATES**

**ADJOURNMENT**

## RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

May 10, 2011

The Ramsey County Regional Railroad Authority met with the following members present: Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent: 0. Also present was Julie Kleinschmidt, County Manager and Phil Carruthers, Director of Civil Division, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 10:05 AM.

### AGENDA

Commissioner Carter moved approval of the Agenda of the May 10, 2011 Board Meeting, seconded by Commissioner Parker. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.

### MINUTES

Commissioner Reinhardt moved approval of the Minutes of the April 5, 2011 Board Meeting, seconded by Commissioner Bennett. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.

1. Metro Transit – Presentation: Designation of primary colors to transitways in the metro area, and the branding concept of the regional transitway network

[The Metro Transit presentation is on file with the Ramsey County Regional Railroad Authority office]

Bruce Howard, Director of Customer Services and Marketing for Metro Transit, introduced himself to the Board and said he would give an update on the Metropolitan Council's transitway identity and branding approach, specifically naming our transitways with the use of colors and selecting a system name for the region's transitways. Mr. Howard said the reason we brand our transitway service is because there are challenges and opportunities with a growing transitway system - there are new services beyond just a single light-rail line; there is a need to communicate service expectations to users/visitors; they want to distinguish transitway service from local or express bus service; they want to establish consistency for services that extend beyond one county/area and connect the entire region. Mr. Howard briefly explained the types of services they will be branding. The types he will talk about today are highway bus rapid transit (BRT) station-to-station and light rail. He said over the past year, staff has been figuring out the best approach for branding our transitway system. They have looked at best practices around the country and they also have a Transitway Guidelines Development Project taking place in which they receive feedback from local stakeholders who are their partners in the transit system.

Mr. Howard said in December, the Metropolitan Council approved four principles for the transitway branding framework. The four principles are: 1. Position, brand, and identify LRT and highway BRT station-to-station service as one system; 2. Name LRT and highway BRT station-to-station lines using colors; 3. Unify the LRT and BRT station-to-station services brand using a distinct system name; 4. Apply regional transit color scheme to the LRT and BRT station-to-station services. With this framework in place, they referred to the Draft Regional Transitway Guideline on how to approach selecting specific colors for each of the LRT and BRT station-to-station lines. They would select the colors with input from the communities through corridor policy groups; they want to make sure the colors distinguish between the lines, fit within the regional system, and allow line through-routing; they want to use colors with common, succinct names; the colors should show up clearly on maps but lines should always be labeled for those who may be unable to visually distinguish colors. The five primary corridors this affects are Hiawatha LRT, Cedar BRT, I-35W BRT, Central LRT, and Southwest LRT. Mr. Howard mentioned that the line colors will only apply to corridors once the locally preferred alternative is formally selected.

Commissioner Reinhardt asked if the reason Northstar is not among the color designation is because it is commuter rail.



Mr. Howard said yes, Northstar was not included in the color designated line scheme because its service operates during the rush hours in comparison to BRT or LRT, which operate throughout the day. However, Northstar will be identified as a part of the transit system on their system map of region.

Mr. Howard briefed the Board on the peer region color uses by showing a visual of the transit systems of Dallas, San Diego, Washington DC, and Boston.

Commissioner Carter noted that some of the more built-out systems incorporate their local bus routes with the color designations of their LRT and BRT lines, and asked what the potential implication might be for the Twin Cities as we look at building out the identity and branding of our services.

Mr. Howard said the plans for the transitways are to denote the corridor lines with color and look at other services in the region such as arterial BRT, which is different from highway station-to-station BRT. They would probably create a different identity for that particular service. Therefore, the local buses would remain the way we see them today, the transitways would become the colored line designation, and other services might have a different name to identify its different type of service.

Mr. Howard briefly discussed the line name (colors) identification process saying the gathering of input from the corridor commissions on the color line designations began in January 2011, it proceeded through April, and eventually the information will be communicated to the Metropolitan Council who will make a decision on the color assignments. The Metropolitan Council received an update at the Transportation Committee meeting last night, and on May 23, 2011, they will begin the approval process. They received overwhelmingly supportive feedback from stakeholders on the approach of using colors. Mr. Howard showed a map of the Twin Cities LRT and BRT station-to-station line name (colors) proposal that will be going back to the Metropolitan Council. The line names are: Green - Central/Southwest LRT; Blue-Hiawatha LRT; Red - Cedar Avenue BRT; Orange - I-35W BRT. It made sense to combine Central and Southwest into one line name because, when both are built-out, they will be through-routing the trains allowing riders to stay on the same train through both of the corridor lines. Mr. Howard went through some of the next steps of the system name process, and the milestone timeline. He said in January they talked with stakeholders about the process; February and April they accepted names from the public; May, June and July they will test, advise and select a name; July and August they will work on the system identity; September they hope to have the process completed and select the identity.

Commissioner Parker commended Mr. Howard for taking on this project. She believes the Northstar line should be included in the map as part of the system, even if it is called 'Northstar Commuter Rail' to differentiate it from the other lines. She said in addition to the colors, it may also be important to distinguish the lines by their end points and have the final destinations labeled on the lines.

Commissioner Reinhardt agreed with the suggestion to include Northstar commuter rail, and also commuter buses. In addition to the Northstar, they have the Rush Line and Red Rock Corridors, and people need to know how they can travel from one mode to the other.

Mr. Howard replied that they have struggled with this because they are trying to show that transitways are different than the other services in terms of hours of operation and frequency. The other services could be included on the ultimate systems map as various levels or layers on the map, but they do not know if they would be included in the transitway colors in order to show that service differentiation. He said they could, for example, designate a color to the different commuter modes but not to every commuter route.

Commissioner Reinhardt added that the commuter services, bus or rail, should have some designation or code that shows their different mode of service, but these should definitely be included on the map as an integral part of the transitway system.

Commissioner Carter commented that it is important to distinguish on the map the line direction as well as mode of service.

Chair McDonough thanked Mr. Howard for the information provided in the presentation and his work on this project.

## 2. Central Corridor Funders Collaborative – Presentation

[The CCFC presentation is on file with the RCRRA office]

Jonathan Sage-Martinson, Director of the Central Corridor Funders Collaborative (CCFC), introduced himself to the Board, and said he would give an update on the goals of the CCFC and some examples of the work that has been taking place within the last few years. He said the CCFC is a group or collaboration of 13 foundations, about two-thirds are local foundations and the other third are national, that came together to learn about the opportunities and challenges of adding light rail to a community. The CCFC's vision is to work with others to make the neighbors along the Central Corridor places of opportunity for all. They focus on four key outcomes, which are: allow access to affordable housing; create a strong local economy; build vibrant transit oriented places; promote effective coordination and collaboration among all of the efforts.

Mr. Sage-Martinson said the majority of the CCFC's initiative is to work with partners to build multi-sector/multi-jurisdictional working groups around a set of topics and goals, learn about the local conditions in the corridor as well as the national best practices, and develop a joint strategy for the corridor that has innovative policies and programs to address the issues. He mentioned four examples where the work is underway to achieve the multi-sector strategy. He said there is a joint committee on equal opportunity and Disadvantaged Business Enterprises (DBE) for the Central Corridor and they worked with that committee to convene a "Great Minds" retreat to come up with a joint strategy around workforce inclusion and DBE participation. This strategy has now been implemented into the LRT Works Project, Contracting for Success Initiative, and the federal policy change around local hiring. He said another example of these working groups is called the Central Corridor Business Resource Collaborative, which came up with a strategy for construction mitigation and business development. Another group is the Transit Oriented Development Investment Framework with the primary responsibility of public investments along the Central Corridor, and these strategies are now being used in the Corridors of Opportunity (Living Cities Integration Initiative and HUD Sustainable Communities Planning Grant). The fourth example is the Affordable Housing Coordinated Plan working group, which has just begun its work and plans to have a joint strategy in place by the end of this year.

Commissioner Rettman said there is no indication of a strategy to assure that the "fabric" of this neighborhood and those who are there will get to stay. She said it is already an affordable and diverse community with the businesses and the residents, who do have a right to stay. She said there needs to be a foundation for this.

Mr. Sage-Martinson said the CCFC's goal is to minimize involuntary displacement and to ensure there is enduring affordability near the stations along the line. The Affordable Housing Coordinated Plan working group will narrow down their exact goal for this strategy, which will be determined within the first meetings of this group. The focus is very much on the preservation of existing houses and enduring affordability with new developments. He said hopefully the good points mentioned by Commissioner Rettman will be addressed in this group, in that they have agreed to form the strategies but the strategies just have not been formed yet.

Commissioner Carter commented that affordability in the corridor is really about having a vibrant corridor and making sure that the economy is an improved economy.

Mr. Sage-Martinson mentioned a study that will look at rental rates in non-subsidized housing in the Corridor, which will be monitored regularly to inform what is happening to rents and allow policies to respond to changes that might occur. He said part of minimizing involuntary displacement is to assure income rises quicker than housing costs. This is related to other issues the working groups are working on, which is long-term job access, and bike, pedestrian and transit access. He also talked about the catalyst fund, which divides 41 grants of \$3.9 million among each of the issue areas.

Mr. Sage-Martinson also mentioned that the CCFC developed the Central Corridor Tracker with Wilder Research, which includes 13 indicators that are aligned to these 4 outcomes that they plan to track annually giving people information about the changes taking place in the corridor. They will ask each of the working

groups if the 13 indicators will meet all of their needs to track progress on their strategies or if more indicators need to be added. He said the indicators may grow over time as you all and the other experts in the corridor come to an agreement about the kind of information we need to monitor the change.

Commissioner Rettman asked what baseline they use for tracking.

Mr. Sage-Martinson said the Tracker was produced in 2011 and the data comes from 2007-2010 depending on the source. He said the initial data is broken into three zones in terms of location; there is a zone from highway 280 to the west, 280 to Dale Street, and there is a zone from Dale to downtown Saint Paul at the Union Depot. They think the working groups will probably come up with more specific data than they were initially collecting pertaining to both the businesses and the residents. He said he would send the Central Corridor Tracker booklet to each of the commissioners.

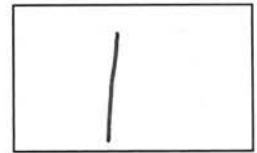
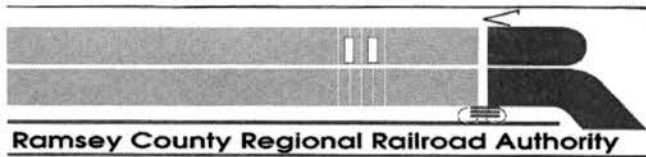
Chair McDonough thanked Mr. Sage-Martinson for the work he has done and to all of the foundations for stepping up to this.

#### CORRIDOR UPDATES

No updates were reported.

#### ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 11:10 AM.



## REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 05/17/11

Regional Railroad Authority Meeting Date:

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**SUBJECT: Rochester Zip Rail Project Update**

### EXECUTIVE SUMMARY

Zip Rail is a proposed high-speed passenger rail service between Rochester and the Twin Cities. It would travel at speeds of 150-220mph and operate within dedicated right of way. The Zip Rail proposal was developed by The Southeast Minnesota Rail Alliance whose founding members include the City of Rochester, Olmsted County, Rochester Area Chamber of Commerce, and the Mayo Clinic.

Representatives from Rochester will provide an update on the Zip Rail Project at this meeting.

### ACTION REQUESTED

None. For information and discussion only.

/



**SUBJECT:** Rochester Zip Rail Project Update

**ATTACHMENTS:**

Zip Rail presentation

**PREVIOUS ACTION:**

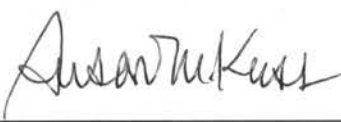
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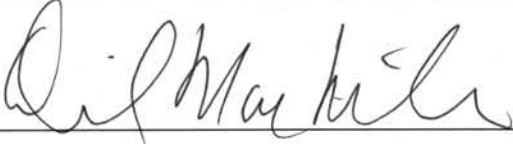
**COUNTY MANAGER'S COMMENTS:**

2

**SUBJECT: Rochester Zip Rail Project Update**

| Regional Railroad Authority – Authorized Signature                                | Date    |
|-----------------------------------------------------------------------------------|---------|
|  | 5/11/11 |

| Budgeting & Accounting – Authorized Signature                                     | Date    |
|-----------------------------------------------------------------------------------|---------|
|  | 5/11/11 |

| County Attorney – Authorized Signature                                             | Date    |
|------------------------------------------------------------------------------------|---------|
|  | 5/11/11 |

| Property Management – Authorized Signature | Date |
|--------------------------------------------|------|
|                                            |      |

| Information Services – Authorized Signature | Date |
|---------------------------------------------|------|
|                                             |      |

| Other – Authorized Signature | Date |
|------------------------------|------|
|                              |      |



***Connecting Minnesota's Economic Centers  
to Create an Opportunity Corridor***

***Ramsey County Regional Rail Authority — May 17, 2011***



# Background

- Olmsted RRA established in Jan. 2009
  - *Following Minnesota approach of county leadership on project development and implementation*
  - *Allocated county funding and hired project coordinator in June 2010 (Chuck Michael)*
  - *Secured \$487,000 federal appropriation in 2010*
- Olmsted County is principal member of Southeast Minnesota Rail Alliance
  - *Established in September 2008: partnership with City of Rochester, Mayo Clinic and Rochester Chamber of Commerce*





# Our Vision

- Increased access and connections between Rochester and the Twin Cities
  - *High-speed passenger intra-state rail*
  - *Primarily new track = optimal speeds/higher ridership*
  - *Capitalize on high-growth corridor (Olmsted/Dakota/Metro)*
- Enhance and support state transportation network
  - *Connect SE MN/Metro economic centers*
  - *Feed into growing metro area transit, air and other transportation*
- Provide infrastructure for future business, economic growth



# Linking MN's Economic Engines

## Olmsted County:

- Home to state's third-largest city
  - *Olmsted County: 110,000 jobs*
  - *Considered nationally as jobs-creation center for the future*
  - *Large visitor traffic: 2.7 million visitors/yr; 5,200 hotel/motel rooms; 12,000+ hospitality jobs*
- Mayo Clinic — state's largest private employer
  - *More than 32,000 jobs in RST alone; 70,000+ full-time jobs in MN*
  - *1.2 million patient visits/year*
  - *Adds more than **\$9.6 billion/year** to MN economy*
  - *More than \$1 billion in annual state, local tax revenue (direct and indirect)*
  - *\$315 million in planned SE MN expansion*



# Linking MN's Economic Engines

- Other community assets:
  - *University of MN Rochester (currently expanding)*
  - *IBM: Creator of Blue Gene – world's fastest super-computer*
- Existing synergies with metro area
  - *Mayo-University Partnership*
  - *Mall of America*
  - *Bio-business corridor development*
  - *Many employees travel to Rochester from Metro (Mayo provides daily bus service to commuters)*



# ZipRail – HSPR from RST to Twin Cities

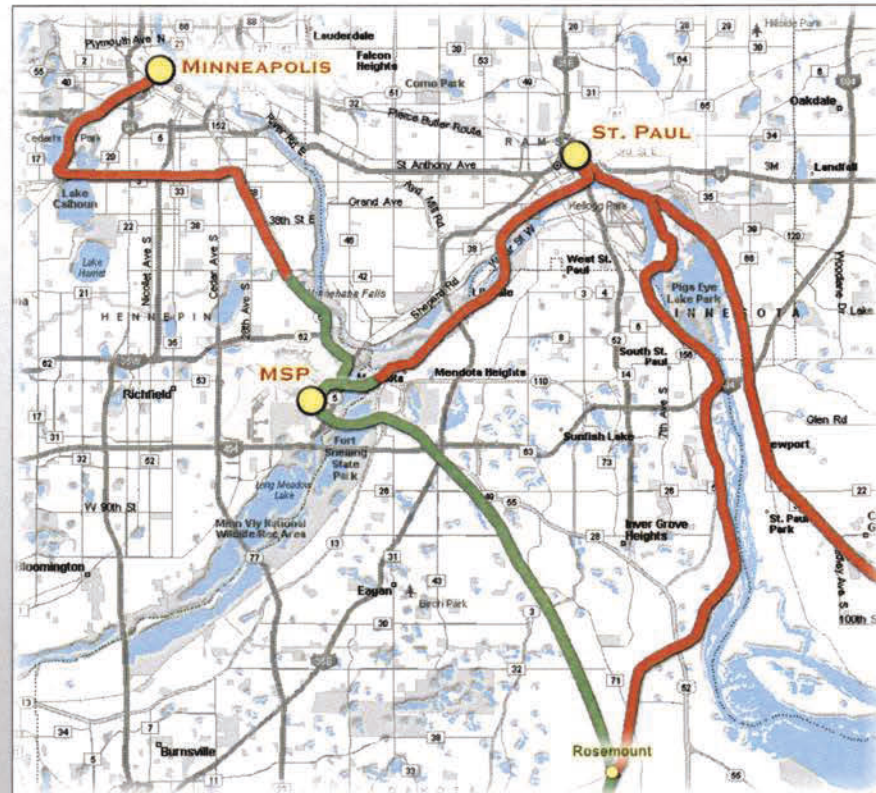
- Consistent with Mn/DOT Statewide Rail Plan
  - Identified as “Priority I” project
- Positioned to advance preliminary work
  - Mn/DOT: initial feasibility determined; next phase is EA
  - Mn/DOT Intercity Passenger Rail Forum recommended \$2 million for Rochester Corridor; initial SOW developed
- Seeking data-driven process to determine:
  - Route/stops
  - Ridership
  - Costs/ROI





# Route Possibilities

- Alignment between Hwy 56 and Hwy 52
- Dakota County Station TBD
  - Preliminary analysis shows potential to draw 600,000 riders
- Multiple Twin Cities destination options
  - MSP Airport
  - Can feed existing/new transit in St. Paul and/or Minneapolis
- Olmsted County has no position on metro terminus



Source: Tri State III High Speed Rail Study

Note: Rosemount site selected only for purposes of developing a preliminary analysis



# Benefits

- Enhances access between Twin Cities and Rochester/Mayo Clinic
  - *More options for patients, residents, scientists, visitors, business interests and healthcare professionals*
- Creates an opportunity corridor
  - *Connects Minnesota growth corridor (e.g. RST, Dakota County, Twin Cities, St. Cloud)*
  - *Job growth and economic development*
  - *Improves year-round accessibility for changing demographics*



# Benefits

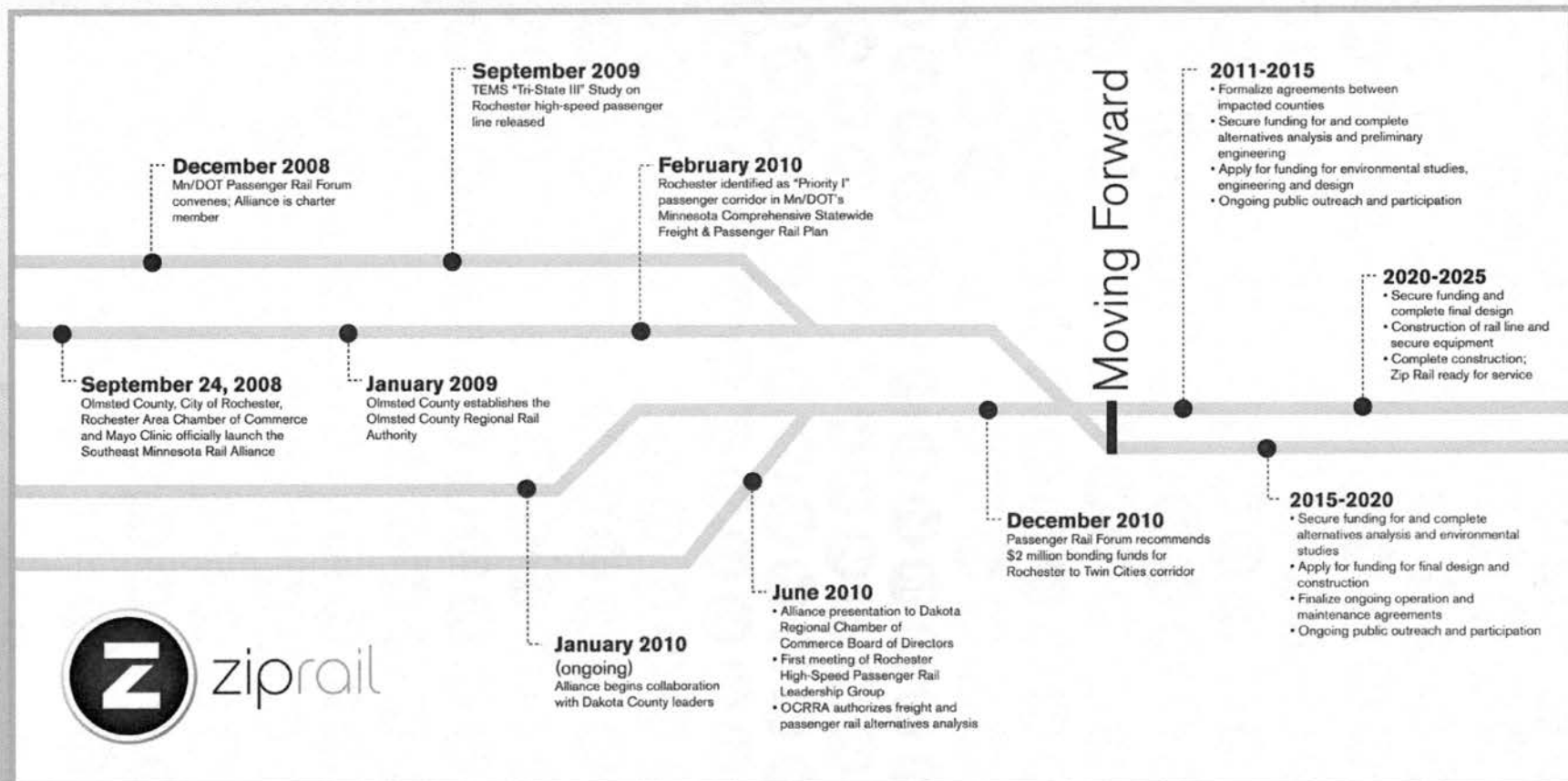
- High return on investment
  - *High speeds + ridership potential = economic return*
  - *Complement to existing/future transit, air and other transportation infrastructure*
  - *Positive Cost Benefit Ratio: 1.15 @100 mph; 1.85 @ 220 mph (per Tri State III study)*
- Zip line viable as independent utility
- Opportunity for a public/private partnership demonstration project





# Making it Real

## Accomplishments to date and next steps...





## Recent & Planned Developments

- Unveiled Zip Rail brand: Jan. 2011
  - *Participation from hundreds of SE MN leaders*
  - *Dakota County delegation*
- Gov. Dayton / Secretary LaHood meeting
  - *Highlighted MN's statewide rail plan/discussion of RST-TC corridor*
- Pursuing existing state funding for additional study of potential routes and preliminary engineering
  - *Consistent with approach recommended by the Passenger Rail Forum*
- Building base of support along the corridor



# Our Community and Partnership Approach

- Southeast Minnesota Rail Alliance
  - *Engaged in significant community, business and regional outreach*
- Zip Rail Community Leadership Group
  - *Community-based - provides feedback, advocacy*
- Dakota County engagement
  - *Active engagement from business groups*
  - *Ongoing discussion/coordination with county and city leaders*
- CTIB and other statewide transportation interests
  - *Ensure coordination and seamless connections into a statewide, multi-modal transportation system*
- Outreach to other Metro interests
  - *Hennepin County, Ramsey County, Met Council, St. Paul Chamber, etc.*



## We Hope You Will...

- Review Zip Rail vision, commitment and increasing support
- Consider supporting Zip Rail and our planning efforts
- Provide input and recommendations based on your experience



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# Thank You!

*For allowing us to visit and for  
continuing this discussion*

