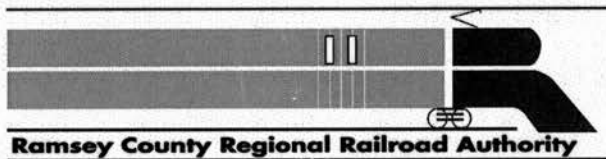




Ramsey County Regional Railroad Authority.
Records.

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Union Depot, Suite 200
214 4th Street East
St. Paul, Minnesota 55101
(651) 266-2760

REGIONAL RAILROAD AUTHORITY MEETING

November 27, 2012

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

.....
ROLL CALL and Call to Order

AGENDA of the November 27, 2012 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the September 25, 2012 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Permanent Easement for AT&T Corp.

Board Action Requested:

1. Approve an easement for AT&T Corp. to relocate its fiber optic cable to accommodate the Union Depot Multi-Modal Transit Hub Project.
2. Authorize the Chair to execute the easement.

2. Amendment Number Two to the agreement between Mortenson Construction and Ramsey County Regional Railroad Authority for renovation of the Union Depot

Board Action Requested:

- 1) Approve Amendment Number Two to the Agreement between the M. A. Mortenson Company and Ramsey County Regional Railroad Authority for additional renovation in the Union Depot Headhouse, for the period of December 31, 2012 to April 30, 2013, for the estimated amount of \$3,500,000, which is within the existing contract budget contingency .
- 2) Authorize the Chair to execute the Amendment.

3. Agreement between Ramsey County and the Regional Railroad Authority for the Corridors of Opportunity Jobs Central Project

Board Action Requested:

- 1) Approve an agreement with Ramsey County for the provision of services by Workforce Solutions for the Project for the period from January 1, 2012, through January 31, 2014, in a total sum not to exceed \$120,550, in a form approved by the County Attorney's Office.
- 2) Authorize the Board Chair to execute the Agreement with Ramsey County.

(continued)

4. Transitway Impacts Research Program - Presentation

Board Action Requested:

None. For information and discussion only.

5. Transitway Impacts Research Program 2012 funding request

Board Action Requested:

Approve the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2012.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

September 25, 2012

The Ramsey County Regional Railroad Authority met with the following members present: Bennett (late), Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent – 0. Also present were Julie Kleinschmidt, County Manager and Paul Zisla, Assistant County Attorney, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 9:58 A.M.

AGENDA

Commissioner Parker moved approval of the Agenda of the September 25, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Reinhardt. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.

MINUTES

Commissioner Reinhardt moved approval of the Minutes of the September 11, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Rettman. Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.

1. Release of Solicitation Document Seeking an Artist or Artists for a Multicultural and Historic Public Art Commission at Union Depot

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

Commissioner Bennett commented that this is going to be a modern multimodal transit and transportation hub, but we are recreating it because of the history and the preservation of the building. He had concerns that the previous four public art Request for Proposals (RFP) for the Union Depot might have been lacking in the historical element and he appreciates the addition of this RFP.

Chair McDonough said he thinks there is a good chance some of the original responses will incorporate history into their proposals but it was not specifically requested. With the remaining funds allocated to public art at the Union Depot we are ensuring that we do have the historical and multicultural components.

Commissioner Carter said she appreciates this as well. She too was concerned that in the original RFPs we did not request the consideration of history and culture in the proposals. She then asked about the leftover funds from the original public art RFPs and asked about the process in which the artists might hold public forums in seeking information for their proposals. She wanted to know the extent to which the artists of the previous public art RFPs would be encouraged to work with the community in their work as well.

Josh Collins, Public Communications Manager, Ramsey County Regional Railroad Authority (RCRRA), said the overall budget of \$1.25 million that was allocated for public art has not changed. What is being brought to the board today are two RFPs that would complete the full allocation of that \$1.25 million. On August 7, 2012, the board approved four contracts with artist teams that totaled \$1.05 million. The \$200,000 remaining was held with the plan to seek another call for artists. The feedback from the meeting in August helped to shape the direction in which we have gone and are bringing it back to you today. He said they analyzed the space available for these additional two projects, and noted that the per-square footage of the mural space in the waiting room, which is where the two additional projects have been designated, is about four times the budget of the mural in the carriageway. The budget of \$150,000 is very adequate to get excellent quality artists to do a series of six murals in the waiting room. If we were to increase the total budget beyond the \$1.25 million, a discussion for those sources would need to be had. This current budget is funded 80% federal and 20% local.

Meeting with the community to seek feedback would be run by the artists with support from RCRRA staff. The artists are required to engage the community to inform the content of their design. With this RFP before the board today, we have suggested one way to go about this would be to run a community forum where members of the community could tell us stories and memories of family members who either worked at the Union Depot, passed through or arrived in Minnesota through the Depot. This forum could be run either by

RCRRA or the artists and would be an opportunity not only for these new artists, but also the existing artists. He added that while they did not specify the four existing contracts to be historically or multicultural related, we did strongly suggest that they look at the historic and cultural context for their proposals.

Commissioner Carter asked if the purpose of the forums would be to gather ideas.

Mr. Collins said it would be less about gathering ideas for the project and more about understanding the history and the stories of the community as it pertains to the Union Depot.

Commissioner Carter said she is glad that RCRRA staff developed this additional project and thinks it is a beginning for encouraging the historical and multicultural elements to be reflected. She said she wished this had been an opportunity in the original project. She appreciates hearing that the artist selected for the original projects have been encouraged to explore the historical elements as well.

Commissioner Parker asked when the original four proposals will be received and when they anticipate having the public forums.

Mr. Collins replied that the public forum was simply stated as an example in the RFP as how we might about providing community input to the artists; the artists will be able to suggest other ideas that may not have yet been thought of. The timing of the possible forum would depend on when we are able to select the artists. Responses to the RFP are due in November, which would allow us to have artists on contract by the end of this year. The existing artists who have been contracted have different due dates for their proposals because of how each contract was negotiated. These dates range from later in October to the end of this year. Therefore, public forums for the original project would come after their initial design proposal is in. He emphasized that all of these artists have already been in town and been involved and engaged with community members.

Commissioner Reinhardt commented that although our budget for this project is just under the Federal Transit Administration (FTA) requirement of 1%, we did this purposefully so that we could seek these other opportunities, and she thinks this was a very smart way to do this.

Commissioner Ortega asked about the process in which the artists will gather information and how is that information shared between the artists and projects. He asked if this is solely the artists responsibility or is the RCRRA involved in this.

Mr. Collins replied that many of the artists already have a process they use to go about gathering information to inform their design, and they will do this independently. RCRRA staff work closely with Public Art St. Paul, the City of Saint Paul's artist in residence, and we have the opportunity to assist in hosting community events or forums, as was suggested in this RFP. All of the research and time is the artists responsibility to collect information in order to pose a design to us. All of the artists have had discussions with each other, some have even visited each other's studios to talk about their process and the ideas they have for their artwork designs. He expects this will continue with the hiring of the additional artists so they are working together and they have a public art program rather than an isolated set of specific art pieces.

Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0.. (R12-38)

WHEREAS, The Ramsey County Regional Railroad Authority, along with the Federal Transit Administration, recognizes the importance of public art to the overall success and viability of the The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot"); and

WHEREAS, The Federal Transit Administration's recognition of importance is coupled with a commitment of \$1 million in funding towards the public art program; and

WHEREAS, Public art provides a unique opportunity to recognize and celebrate the rich histories of the Union Depot, St. Paul and the Lowertown neighborhood; and

WHEREAS, Public art at Union Depot will play an important role in providing the public with an understanding of the multicultural history of the people who traveled through, arrived and worked at Union Depot; and

WHEREAS, Public art at Union Depot will complement the power of the existing architectural elements, supporting Union Depot as a destination community space, while serving to enhance the enjoyment of those passing through the public spaces; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Supplemental Call to Artists (Request for Proposals) for a Multicultural and Historic Public Art Commission at Union Depot in accordance with Ramsey County policies and procedures on Requests for Proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority with a selection of an artist or artist team for contracting authorization, and informational updates at milestones throughout the process.

2. Release of Solicitation Document Seeking an Artist or Artists for a Small-Scale Public Art Commission at Union Depot

Chair McDonough explained that this item is in response to the discussion at the previous RCRRA board meeting that approved the four original RFPs for public art at the Union Depot in which it was requested that funds also be available for local artists. However, with the involvement of the FTA and federal funds, we cannot restrict it to only local artists; therefore it was decided that \$50,000 of the public art funds be designated for a selection of small-scale public art commissions for the Union Depot, with the intention that local artists will be strongly encouraged to apply.

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

Commissioner Carter wanted to assure that in designating the \$50,000 for emerging artists, that we are not excluding local artists who have the capacity and have the experience with large-scale projects as well.

Mr. Collins first clarified that they are bringing forward two RFPs totaling \$200,000; \$150,000 for a multicultural and historical project and \$50,000 for small-scale projects. He confirmed that the small-scale project cannot be exclusive to local artists because of the federal funds used for this project; however they have geared this in the hopes that it will appeal to a large number of local artists, not only for those who might be considered emerging public artists, but also well established artists who would qualify for these. He added that half of the artists already selected are established Minnesota artists.

Roll Call: Ayes – Bennett, Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Nays – 0. (R12-39)

WHEREAS, The Ramsey County Regional Railroad Authority, along with the Federal Transit Administration, recognizes the importance of public art to the overall success and viability of the The Union Depot Multi-Modal Transportation and Transit Hub ("Union Depot"); and

WHEREAS, The Federal Transit Administration's recognition of importance is coupled with a commitment of \$1 million in funding towards the public art program; and

WHEREAS, Public art provides a unique opportunity to recognize and celebrate the rich histories of the Union Depot, St. Paul and the Lowertown neighborhood; and

WHEREAS, Public art opportunities at Union Depot should include opportunities for emerging artists whose creative work can play an integral role in creating a powerful impact at Union Depot; and

WHEREAS, Public art at Union Depot will complement the power of the existing architectural elements, supporting the Union Depot as a destination community space, while serving to enhance the enjoyment of those passing through the public spaces; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the issuance of a Supplemental Call to Artists (Request for Proposals) for Small-Scale Public Art Commissions at Union Depot

in accordance with Ramsey County policies and procedures on Requests for Proposals, with direction to staff to return to the Ramsey County Regional Railroad Authority with a selection of artists for contracting authorization, and informational updates at milestones throughout the process.

3. East Metro Rail Capacity Study - Presentation

Mike Rogers, Senior Transportation Planner, RCRRA, presented the update on the East Metro Rail Capacity Study.

[The East Metro Rail Capacity Study powerpoint presentation is on file with the RCRRA office]

Commissioner Parker asked over what period of time is the 36% freight growth predicted.

Mr. Rogers said the timeline for this growth isn't as relevant; it's what the system will look like at 36% growth. He said that this growth may take ten years or twenty years to materialize, but once it does, this is what the system will look like.

Chair McDonough asked for clarification of the infrastructure options and how they arrived at options 1, 1.5, 3 and 5A.

Mr. Rogers said originally the study team thought they would have multiple alternatives or options. As they went through the study, the multiple alternatives became variations of a single alternative that could be built in phases. Option 1, the No-Build alternative, was then compared to a build alternative that includes three phases. Phase 1 encompasses the Option 1.5 improvements, Phase 2 encompasses the Option 3 improvements, and Phase 3 encompasses the Option 5A improvements.

Commissioner Reinhardt commented that, at this point, the option numbers could be eliminated and be referred to as Phases 1, 2 and 3 because the option numbers are confusing. She later asked what railroads' role is for funding; since it's their tracks, why would we have to contribute any funds.

Mr. Rogers said this is a good questions. He said even without our passenger trains, their network is still going to have significant capacity issues. The railroads can invest to improve that piece of their network or it will get worse. Our role with them is to identify projects that are mutually beneficial and then identify how to fund it between the railroads, state, federal and federal and county government. All parties can choose not to invest, but that will result in a slower system.

Commissioner Parker said if it wasn't for passenger rail coming it, the rail companies have probably already figured this out and would eventually have to pay for the costs themselves. By adding passenger rail, we will also be benefitting, and therefore it's trying to figure out what the public share might be. She asked if these statements were true.

Mr. Rogers said yes and no. Yes, they will find out that they have to make some investments to keep things moving but, no, they may never make the investment. The freights don't have the resources or the need to implement all of these improvements, though they will probably take care of some of it. Down the road, we will need to sort out who is benefiting and negotiate how to pay for it.

Chair McDonough commented that we need to recognize that passenger rail is a component that the railroads do not have to accept. The other component that is arguably just as important is the economic competitiveness.

Commissioner Rettman commented that there is a synergy being created with the freight and passenger rails.

Chair McDonough thanked RCRRA staff for their work on this.

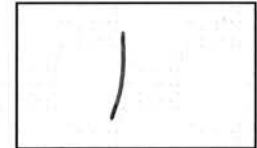
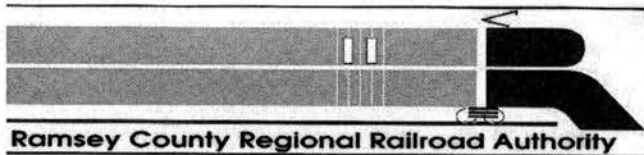
CORRIDOR UPDATES

- Gateway

Commissioner Ortega reported that it was determined at the last Gateway PAC meeting that they will recommend to the Gateway Corridor Commission Alternative 3, bus rapid transit in a dedicated guideway located adjacent to I-94 along Hudson Road, and 5, light rail transit along Hudson road, as the two alternatives to go into the environmental study phase.

● ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 11:07 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/27/2012

Regional Railroad Authority Meeting Date:

SUBJECT: Permanent easement for AT&T Corp.

EXECUTIVE SUMMARY

The Union Depot Multi-Modal Transit Hub project requires that the Depot tracks be connected to the existing freight railroad tracks to accommodate Amtrak. An underground AT&T fiber optic cable on railroad property must be relocated to clear the new tracks from Union Depot. The cost of that work is within the Mortenson Construction Manager at Risk contract. The design of the relocation at the east end keeps the cable on railroad property. At the west end, the cable is to be moved onto RCRRA property just east of the Jackson Street overpass. An easement is needed to allow AT&T to move the cable to a location that allows installation of the tracks to Union Depot.

The attached easement provides underground space for the AT&T fiber optic cable to accommodate the new Union Depot tracks.

ACTION REQUESTED

1. Approve an easement for AT&T Corp. to relocate its fiber optic cable to accommodate the Union Depot Multi-Modal Transit Hub Project.
2. Authorize the Chair to execute the easement.

SUBJECT: Permanent easement for AT&T Corp.

ATTACHMENTS:

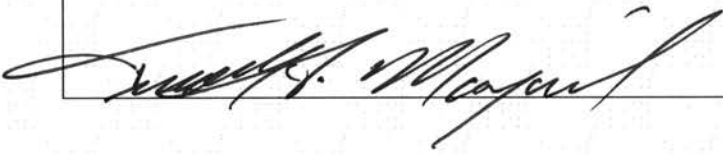
Easement Agreement

PREVIOUS ACTION:

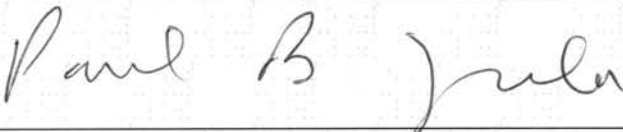
COUNTY MANAGER'S COMMENTS:

This easement is needed to allow passenger trains to serve the Union Depot. It is not anticipated that this area will be impacted by future infrastructure improvements.

SUBJECT: Permanent easement for AT&T Corp.

Regional Railroad Authority – Authorized Signature	Date
	11/16/12

Finance – Authorized Signature	Date
	11/19/12

County Attorney – Authorized Signature	Date
	11/16/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Permanent easement for AT&T Corp.

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) is developing the
2 Union Depot as a multi-modal transit hub, and
3

4 WHEREAS, An existing AT&T fiber optic cable must be relocated onto a portion of RCRRA
5 property to accommodate Union Depot tracks, and
6

7 WHEREAS, An easement is required to allow for the relocation; Now, Therefore, Be It
8

9 RESOLVED, That the Ramsey County Regional Railroad Authority approves an easement
10 for AT&T Corp. to relocate its fiber optic cable to accommodate the Union Depot Multi-Modal
11 Transit Hub Project, and Be It Further
12

13 RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to
14 execute the easement.

Attachment

EASEMENT AGREEMENT

This Easement Agreement ("Easement" or "Agreement"), is entered into by and between the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA"), and AT&T Corp., a New York corporation, ("Grantee"), as of the _____ day of _____, 2012.

RECITALS

WHEREAS, RCRRA is the fee owner of that certain parcel of land located in the City of St. Paul, County of Ramsey, State of Minnesota, legally described on attached Exhibit A (the "Property");

WHEREAS, Grantee desires to install, operate, maintain and have an underground system of cables, wires and conduits, and related facilities, including above ground markers, for communications use and purposes (collectively, the "Facilities") within the area of the Property legally described on attached Exhibit B (the "Easement Area") and as generally shown on attached Exhibit C; and

WHEREAS, RCRRA and Grantee desire and intend that RCRRA grants to Grantee, and that Grantee accept an easement within the Easement Area for the Facilities according to the covenants and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and conditions continued herein, RCRRA and Grantee hereby agree as follows:

1. Recitals. The Recitals above are incorporated in this Agreement.
2. Grant of Easement. RCRRA hereby grants to Grantee an easement (the "Easement") to use the Easement Area for, and only for, the purposes described in this Agreement, including in Exhibit D (the "Additional Conditions"), subject to the conditions and requirements stated herein and in the Additional Conditions, which are incorporated herein and made a part hereof as if explicitly set forth herein. The purpose of the Easement is to provide for the Facilities to be constructed and maintained underground and within the Easement Area. The Easement is for the purpose of installing, constructing, reconstructing, operating, maintaining, altering, replacing, relocating, and removing the Facilities which shall only be for telecommunications purposes and uses.
3. Interest in the Easement Area. The Easement is non-exclusive, and grants to Grantee no right, title, or interest in the Easement Area except as set forth in this Agreement. Grantee shall have no rights to the surface of the Property except as may be necessary for maintenance and repair of the Facilities, and to have above ground markers. Access across the Property for installation, construction, maintenance and repair only at such locations as designated by RCRRA and upon notice and the terms and conditions as provided in this Agreement. Grantee shall use the gate to the Property and the service road shown on attached

Exhibit C, which provide access to other rights and interests of Grantee that provide access to the Easement Area. RCRRA shall have the right to designate alternative access route(s) to the Easement Area. RCRRA will provide Grantee with a key or pass code to the gate. Grantee will use the key (pass code) and gate in accordance with the reasonable requirements of RCRRA, and will maintain the security of the gate and key (pass code). Grantee's access to and use of the Easement Area shall not interfere with or impair RCRRA use of the Property or Easement Area, including, but not limited to, "RCRRA's Use" is further defined in the Additional Conditions.

4. Term. The Easement is perpetual, except that it is and shall be, subject to RCRRA's and Grantee's rights to terminate this Easement as provided in Section 15 below, or as otherwise provided in the Additional Conditions or elsewhere in this Agreement.

5. As Is Where Is. Grantee has inspected the Easement Area on _____ ("Inspection Date") and finds the Easement Area suitable for its purposes in the condition it existed as of the Inspection Date. RCRRA makes no promises or warranties regarding the condition of the Easement Area or suitability of the Easement Area for Grantee's purposes. Except as provided in Exhibit D, RCRRA is not obligated to undertake any improvements or any repairs to the Easement Area, or to complete any maintenance of the Easement Area. Upon any use of the Easement Area by Grantee in connection with this Agreement, Grantee shall be deemed to have accepted the Easement Area, **AS IS WHERE IS**, and the condition thereof in all respects. Grantee further affirms that the grant of the Easement is **AS IS WHERE IS**.

6. Alterations. Except as shown or stated on attached Exhibits C and D, Grantee shall not make any alterations or changes to the Easement Area without the express written consent of RCRRA, and any improvements made to the Easement Area by Grantee shall, upon termination of this Easement and in the sole option of RCRRA, become the property of RCRRA, except that immediately upon termination of this Easement, if requested by RCRRA Grantee shall remove the Facilities from the Easement Area.

7. Maintenance of Easement Area During the Term. Grantee shall not commit or cause any waste, damage, or injury to the Easement Area or Property, and shall promptly as its sole cost and expense repair any damage of any kind to the Easement Area caused by, or in connection with, Grantee's use or occupancy of any of the Easement Area or Property.

8. RCRRA's Right to Enter and Inspect. RCRRA, its employees, and its agents shall have the right to enter the Easement Area at all reasonable times for the purpose of inspecting, altering, or improving the Easement Area. Nothing in this section shall be interpreted as requiring RCRRA to perform any such acts independent of the requirements of the other provisions of this Agreement. RCRRA shall also be permitted to enter the Easement Area for the purpose of posting notices of non-responsibility for alterations, additions or repairs.

10. Touch and Concern. The Easement granted herein shall touch and concern and run with the land, and shall be binding upon RCRRA and Grantee and their permittees, successors and assigns.

11. Insurance. Grantee shall obtain and maintain the insurance that is required by the provisions and requirements stated in Exhibit D.

12. Indemnification. Grantee shall indemnify, hold harmless and defend RCRRA, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims, or actions, including reasonable attorneys' fees, which RCRRA, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of Grantee, its officials, agents, or employees, in the execution, performance, or failure to adequately perform Grantee's obligations pursuant to this Easement, or the use of occupation of the Easement Area for or by the Facilities.

13. Damage or Destruction of Easement Area. In the event the Easement Area is damaged, or there is any casualty as to make the Easement Area impracticable or unsuitable for Grantee's use, this Easement may be terminated at the option of either party upon written notice. In no case shall RCRRA be required to restore the Easement Area to a condition suitable for Grantee's continued used, though RCRRA may do so if it so elects at its sole discretion.

14. Hazardous Substances. As used herein, the term "hazardous substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority. The term "hazardous substances" includes but is not limited to any material substance which is (i) designated as a hazardous substance pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317); (ii) defined as a hazardous substance pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); or (iii) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §9601, et seq.). As used herein, the term, "environmental requirements" means all laws, ordinances, rules, regulations, order, and other requirements of any government or public authority now in force or which may hereafter be in force relating to protection of human health or the environment, including all requirements pertaining to reporting, licensing permitting, investigation and remediation of emissions, discharges, storage, disposal or releases of hazardous substances and all requirements pertaining to the protection of the health and safety of employees or the public. Grantee shall not permit or conduct the generation, treatment, storage or disposal on, in or about the Easement Area or Property of any hazardous substances. Grantee shall indemnify and defend RCRRA against and hold RCRRA harmless from all claims, demands, liabilities, damages, fines, encumbrances, liens, losses, costs and expenses, including reasonable attorney's fees and disbursements, and costs and expenses of investigations, arising from or related to the existence of hazardous substances in or on the Easement Area or Property as a result of the acts or omissions of Grantee.

15. Signs. Grantee shall not have the right to place, construct, or maintain any other sign, advertisement, awning, banner, or other exterior decoration on the Easement Area, except that if requested by RCRRA Grantee shall place at the Easement Area signage providing notice of the existence of the Facilities, which signage shall be submitted to RCRRA for review and approval before it is installed.

16. Termination.

a. Termination by RCRRA.

RCRRA may terminate this Easement in its sole and absolute discretion, upon 60 days' written notice to Grantee, for any of the following reasons:

- i. Grantee's discontinuation of the use of the Facilities, as active plant and equipment of Grantee or if the Facilities are not in use for the purposes of this Easement.
- ii. A failure by Grantee to observe and perform any other provision of this Agreement to be observed or performed by Grantee, where such failure continues for ten (10) days after written notice thereof by RCRRA to Grantee, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such ten (10) day period, Grantee shall not be deemed to be in default if Grantee shall within such period commence such cure and thereafter diligently prosecute the same to completion.
- iii. The making by Grantee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Grantee of a petition to have Grantee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Grantee, the same is dismissed within ninety (90) days; the appointment of a trustee or receiver to take possession of substantially all of Grantee's assets located at the Easement Area or of interest in this Easement, where possession is not restored to Grantee within sixty (60) days; or the attachment, execution or other judicial seizure of substantially all of Grantee's assets located at the Easement Area or of Grantee's interest in this Agreement, where such seizure is not discharged within forty-five (45) days.

In the event of any such material default or breach by Grantee, RCRRA may at any time thereafter without limiting RCRRA in the exercise of any right or remedy at law or in equity which RCRRA may have by reason of such default or breach.

b. Termination by Grantee. Grantee shall have the right to terminate this Agreement and the Easement at any time and for any reason upon written notice to RCRRA, which notice shall be effective when and as provided in Section 16

below of this Agreement. Upon such termination Grantee shall, unless requested otherwise by RCRRA, remove the Facilities from the Easement Area.

17. Miscellaneous.

- a. Notices. Any notice or election required or permitted to be given or served by any party upon any other shall be deemed given or served in accordance with the provisions of this Agreement, if said notice or election is delivered personally or if mailed in a sealed wrapper by United States certified mail, return receipt requested, postage prepaid, properly addressed as follows:

Grantee:

AT&T Corp.
Right of Way Department
3450 Riverwood Parkway, SE
Atlanta, GA 30339
Attn: Right of Way Manager

RCRRA:

Ramsey County Regional Railroad Authority
Union Depot
214 Fourth Street
Suite 200
St. Paul, MN 55101
Attn: Timothy A. Mayasich, Director

Each such mailed notice or communication shall be deemed to have been given to, or served upon, the party to whom or to which addressed on the date the same is served, or is deposited in the United States certified mail, return receipt requested, postage prepaid, properly addressed in the matter above provided.

- b. Compliance with Laws and Regulations. Grantee shall obtain all licenses and permits required by any governmental authority for its use of the Easement Area, and shall comply with all terms of such licenses or permits and any code, law, or regulation applicable to its use of the Easement Area.
- c. Remedies cumulative. All remedies hereinbefore and hereafter conferred on RCRRA and Grantee shall be deemed cumulative and not one exclusive of the other, or of any other remedy conferred by law of in equity. The failure or either of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option.

- d. Relationship of the parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by a third-party to create the relationship of principal and agent or of a partnership or of a joint venture or of any association whatsoever between RCRRA and Grantee, it being expressly understood and agreed that neither any provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between RCRRA and Grantee other than the relationship of grantor and grantee.
- e. Alteration. Any alteration, variation or modification of this Agreement shall be valid only when reduced to writing and signed by both parties.
- f. Interpretation of Agreement; Venue. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding, arising from, or related to this agreement Grantee's occupancy and use of the Easement Area shall be venued in the District Court, Second Judicial District, Ramsey County, Minnesota.
- g. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to Grantee's use of the Property for the Facilities and shall supersede all prior or written agreements of the parties with respect to Grantee's use of the Easement Area for the Facilities.
- h. Exhibits. The following Exhibits are attached here to and incorporated herein by reference:

Exhibit A -	Legal Description of the Property
Exhibit B -	Sketch Showing the Location of the Easement Area and Access
Exhibit C -	Legal Description of the Easement Area
Exhibit D -	Additional Conditions

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

AT&T CORP.

Jim McDonough, Chair

Date: _____

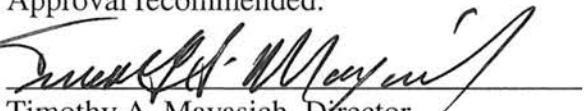
By: Alvin S. Richardson

Print Name: Alvin S. Richardson

Title: Senior Technical Project Manager

Date: 10/17/12

Approval recommended:


Timothy A. Mayasich, Director

Approved as to form and insurance:

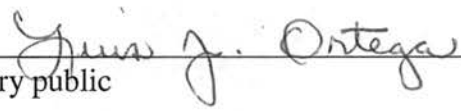
By:


Assistant Ramsey County Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

ACKNOWLEDGEMENT

STATE OF GEORGIA)
) ss.
COUNTY OF DEKALB)

This instrument was acknowledged before me on October 17th, 2012,
by Alvin S. Richardson, a Senior Technical Project Manager of AT & T Corp., a New York
corporation, on behalf of the corporation.


Notary public

NOTARIAL SEAL

My commission expires April 20th, 2015

ACKNOWLEDGEMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

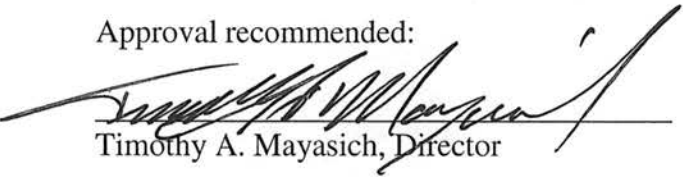
This instrument was acknowledged before me on _____, 2012,
by Jim McDonough, Chair, of the Ramsey County Regional Railroad Authority, a political
subdivision of the State of Minnesota, on behalf of the authority.

Notary public

NOTARIAL SEAL

This instrument was drafted by:
Ramsey County Attorney's Office
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

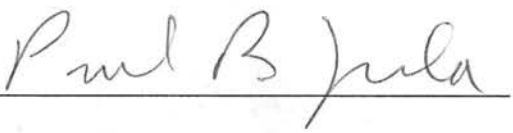
Approval recommended:



Timothy A. Mayasich, Director

Approved as to form and insurance:

By:



Assistant Ramsey County Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

EXHIBIT A

Legal Description of the Property

EXHIBIT A

Union Depot Property Description
Saint Paul, Minnesota

PID: 06.28.22.11.0026

Section / 6-28-22
Township /
Range

Plat City Of St. Paul

Legal Description Subj To Sts Part Of Blk 30 & Of Levee S Thereof & Bet Jackson & Sibley
Sts N Of A Line Beg On Ext S L Of & 62.51ft S Of Se Cor Of Lot 12 Th S
62dg 49mn 5 Sec W To E L Of Sd St & S Of A Line Beg On E L Of &
50.12ft S Of Ne Cor Of Lot 12 Th S 37dg 4mn 22 Sec W 66ft Th S 38dg
51mn 22sec W 66ft Th S 40dg 39mn 22sec W 44ft Th S 43dg 34mn 52sec
W 22ft Th S 49dg 41mn 52sec W To E L Of St On W Line Of Blk 30

EXHIBIT B

Legal Description of the Easement Area

EXHIBIT B

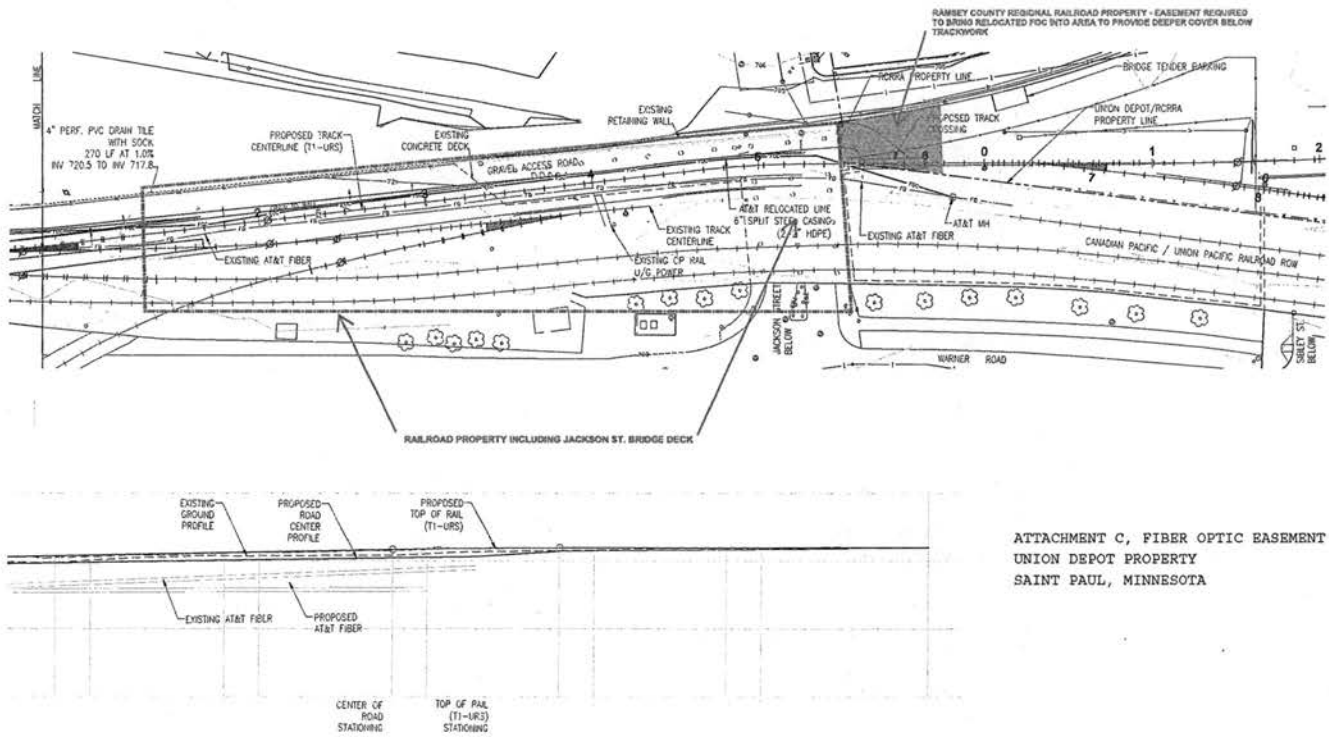
RAMSEY COUNTY RAIL AUTHORITY METES & BOUNDS DESCRIPTION OF PROPOSED AT&T EASEMENT

An easement ten (10.0) feet in width, lying five (5.0) feet on each side of the following described centerline in Section Six (6), Township Twenty-eight (28) North, Range Twenty-two (22) West, Ramsey County, Minnesota: Beginning at a point on the Southerly line of the Ramsey County Rail Authority property, 120 feet, more or less, Southwest of the East line of said Section 6; thence Westerly 20 feet, more or less; thence Southwesterly 72 feet, more or less, to the Southwest line of said Ramsey County Rail Authority property and there ending.

EXHIBIT C

Sketch Showing the Location of the Easement Area

EXHIBIT C



ATTACHMENT C, FIBER OPTIC EASEMENT
UNION DEPOT PROPERTY
SAINT PAUL, MINNESOTA

UNION DEPOT ST. PAUL, MINNESOTA	Mortenson construction	URS	TKDA	BID PACKAGE 2 - VOLUME 1 WEST ACCESS ROAD PLAN & PROFILE	
				W-TRK-2	

EXHIBIT D

ADDITIONAL CONDITIONS TO EASEMENT BETWEEN THE RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (RCRRA OR GRANTOR) AND AT&T CORP. (GRANTEE).

The terms and conditions of this Exhibit D (the "Additional Conditions") and in addition to those of the foregoing Agreement to which it is attached and is a part of, and supplement the foregoing Agreement, except that where there is a conflict between the terms and conditions of the foregoing Agreement, and this Exhibit D, this Exhibit D shall control.

1. Maintenance. RCRRA shall keep and maintain the Easement Area in a condition RCRRA determines is consistent with RCRRA's use of the Property, including, but not limited to as "RCRRA's Use is as defined below. Grantee shall pay all costs and expenses of any nature whatsoever relating to the exercise of the Easement rights granted by this Agreement. If the use of the Easement granted herein detrimentally affects the condition of the Property, or any part thereof, Grantee shall promptly restore the Property, included without any limitation, any filling and compaction of excavations, repaving of paved areas, and replacement of improvements.

2. Insurance. As a condition of this Easement, Grantee's entry upon the Property for the purposes of this Agreement, and Grantee's use and occupancy of the Easement Area as provided in this Agreement, Grantee shall maintain, either through commercial insurance or a program of self insurance, insurance as follows:

2.1 Grantee shall purchase and maintain such insurance as will protect RCRRA from claims which may arise out of, or result from, Grantee's operations under this Agreement, whether such operations are by Grantee or by any subcontractor, or agent of Grantee, or any third party installing, maintaining, repairing or using the Facilities, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

2.2 Grantee shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to RCRRA throughout the term of the Easement.

2.2.1 Fire and All-Risk Property Insurance.

2.2.1.1 Coverage shall be written on a replacement cost basis for any personal property and/or improvements or betterments of the Grantee at the Easement Area.

2.2.1.2 Grantee hereby waives and releases RCRRA, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of Grantee's property resulting from fire or other perils covered in the standard property insurance coverage. Grantee agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against RCRRA.

2.2.1.3 Commercial General Liability Insurance

- 2.2.1.3.1 \$ 1,500,000 per occurrence
\$ 2,000,000 aggregate per project
\$ 2,000,000 products/completed operations total
limit
\$ 1,500,000 personal injury and advertising liability
\$ 5,000 per person medical payment
\$ 100,000 fire legal

2.2.1.4 This policy is to be written as acceptable to RCRRA.

2.2.1.5 RCRRA, its officials, employees and agents, shall be added to the policy as additional insured, using ISO form CG 20 11 or its equivalent.

2.2.2 Automobile Insurance.

2.2.2.1 Coverage shall be provided for hired, non-owned and owned auto.

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

2.3.1 Workers' Compensation and Employer's Liability.

2.3.1.1 Workers' Compensation as required by Minnesota Statutes

2.4.1 Employer's Liability limits:
\$500,000/\$500,000/\$500,000

2.5 The above sub-paragraphs of this Section 2 of Exhibit D establish minimum insurance requirements, and it is the sole responsibility of Grantee to purchase and maintain additional insurance that may be necessary in connection with the Agreement.

2.6 All Certificates of Insurance must indicate if the policy is issued pursuant to these requirements. Grantee shall not occupy or use the Easement Area until Grantee has obtained the required insurance and filed acceptable Certificate(s) of Insurance with RCRRA. Copies of insurance policies shall be submitted to the RCRRA upon request.

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

2.8 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-.

Relocation.

3. Construction Specifications. The Facilities shall be maintained at Grantee's sole cost and expense in accordance with any statute, order, rule or regulation of any public authority having jurisdiction. After the completion of any Facilities construction by Grantee or of any maintenance thereof by or on behalf of Grantee, Grantee shall remove, or cause to be removed, from the Property, to RCRRA's satisfaction, all false work, scrap materials and equipment used in such construction, repair or removal work, and repair any damage done to the Property and restore any change to the Property caused by the entry and maintenance by or on behalf of Grantee. All Facilities shall be underground except that Grantee shall install aboveground markers at locations and of type and number designated by RCRRA and which shall provide adequate notice of the location of the Facilities. Installation of the Facilities shall not unreasonably interfere with RCRRA use, and shall be by directional boring unless otherwise agreed to by RCRRA.

4. Relocation and RCRRA's Use. RCRRA reserves the right to relocate all or a portion of the Easement Area together with the Facilities therein, provided that the Easement Area and Facilities will be of substantially equivalent usefulness for the purposes of this Easement Agreement, and further provided that RCRRA pays the cost of the relocation. RCRRA and Grantee agree and acknowledge that, in addition to or in connection with any current use of the Property, at such time as determined by RCRRA, RCRRA may elect to develop or modify the Property for railroad or other purposes as determined by RCRRA (collectively "RCRRA's Use"). Grantee agrees and acknowledges that the Facilities shall not interfere with RCRRA's Use as determined by RCRRA in its sole and absolute discretion and if RCRRA determines that the Facilities interfere with RCRRA's Use, or with any activity of RCRRA to prepare or improve the Easement Area or Property for RCRRA's Use, RCRRA may elect to relocate the Facilities and, if necessary, the Easement Area, at RCRRA's expense. If RCRRA relocates the Easement Area on the Property, upon request by RCRRA, Grantee shall promptly execute and deliver to RCRRA a relocation agreement evidencing the relocated Easement Area, which RCRRA shall promptly record in the real estate records of Ramsey County, Minnesota.

5. Assumption of Risk. It is understood by the parties that the Facilities may be in danger from, and subject to, damage or destruction by causes incident to the operation, maintenance, or improvement related to RCRRA's Use. Grantee accepts the Easement subject to such dangers and agrees that Grantee hereby assumes all risk of loss, damage or destruction to the Facilities without regard to whether such loss be occasioned by any cause incident to or arising from, or whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of RCRRA, or of defective equipment of any kind, appliances, engines or machinery in connection with RCRRA's Use.

6. Electrical Interference. If the operation or maintenance of the Facilities shall at any time cause interference including, but not limited to, physical interference from electromagnetic induction, electrostatic induction, or from stray or other currents, with the communication facilities of RCRRA or in any manner interfere with operation, maintenance or use by RCRRA of its right-of-way, or any tracks, structures, pole lines, signal and communication lines, radio or other equipment, devices, or other property or appurtenances

thereto related to RCRRA's Use, Grantee agrees immediately to make such changes in the Facilities and furnish such protective devices to RCRRA as shall be necessary in the judgment of RCRRA to eliminate such interference. The cost of such protective devices and their installation shall be borne solely by Grantee. If any of the interference covered by this Section 7 of this Exhibit D shall be, in the judgment of RCRRA, of such importance to the safety of RCRRA's operations as to require immediate corrective action, Grantee, upon notice from RCRRA, shall either, at RCRRA's election, alter the Facilities or take such other interim protective measures as RCRRA may deem advisable until the protective devices required by this Section 7 have been installed, put in operation, tested, and found to be satisfactory to correct the interference.

7. Contaminated Soil. If, during the construction, maintenance, or removal of the Facilities, soils or other materials that are considered environmentally contaminated are exposed and are required to be removed for the construction, operation, maintenance, or removal of the Facilities, Grantee agrees to remove and safely dispose of such materials. Grantee further agrees that if soils or other materials are excavated or removed during the construction, maintenance or removal of the Facilities, such soils or materials will be replaced by imported soils that are free of contaminants.

8. Minimum Notice. Grantee shall give to the person designated by RCRRA in Section 17 of the foregoing Easement Agreement or other written notice to Grantee, at least forty-eight (48) hours advance notice of any non-emergency work to be done by Grantee in the excavation for, construction, reconstruction, maintenance, repair, change of location, or removal of the Facilities, so that RCRRA can take such actions as it deems appropriate for the safety and desirable use of its operations on the Property, and Grantee shall conduct its work in such a manner as not to interfere with the maintenance and operation of RCRRA's Use. Notice of emergency work shall be given by Grantee as soon as practicable.

9. Expense Reimbursement. Except as provided in Sections 3 and 7 of these Additional Conditions, in the event that RCRRA performs any work, furnishes any material or service, or incurs any expense whatsoever on account of the excavation for, construction, reconstruction, maintenance, repair, change of location, or removal of the Facilities, Grantee shall reimburse RCRRA for the cost thereof within thirty (30) days after bills for such expenses are delivered to Grantee by RCRRA and if the excavation for, construction, reconstruction, maintenance, repair, change of location, or removal of the Facilities requires any or all of the following work: removal and replacement of track, bridging, protection of track or other railroad facilities by work or flagging, engineering, and/or supervision, such work is to be performed by RCRRA employees and the cost borne by Grantee.

10. Communication Cables and Other Improvements On or Under the Easement Area. GRANTEE IS PLACED ON NOTICE THAT FIBER OPTIC COMMUNICATIONS, CONTROL SYSTEMS, AND OTHER TYPES OF LONGITUDINAL CABLES MAY BE BURIED ON THE PROPERTY. Before beginning any work within the Easement Area, Grantee shall telephone RCRRA at the telephone number directed in writing to Grantee from time to time, to assist in determining if longitudinal cable systems or other improvements are buried on any of the Property to be used by Grantee. Grantee will contact the appropriate personnel to have longitudinal cables and other improvements located and make arrangements as to the protective measures that must be adhered to prior to the commencement of any work on

RCRRA's Property. The existence and location of transverse cables and other improvements shall be determined and verified by Grantee using its normal procedures.

Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE 19-Sep-2012	
This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=null . The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.						
PRODUCER Marsh USA Inc. ("Marsh")			COMPANIES AFFORDING COVERAGE			
INSURED Subsidiaries of AT&T Inc. One AT&T Plaza 208 South Akard, Room 2731, Dallas Texas 75202 United States			Co. A Old Republic Insurance Company			
			Co. B			
			Co. C			
			Co. D			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	MWZY 59628	01-JUN-2012	01-JUN-2013	GENERAL AGGREGATE	20,000,000
					PRODUCTS - COMP/OP AGG	10,000,000
					PERSONAL AND ADV INJURY	10,000,000
					EACH OCCURRENCE	10,000,000
					FIRE DAMAGE (ANY ONE FIRE)	1,000,000
					MED EXP (ANY ONE PERSON)	N/A
A	AUTOMOBILE LIABILITY Any Auto	MWTB 21585	01-JUN-2012	01-JUN-2013	COMBINED SINGLE LIMIT	10,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
A	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	**MWC 117464 00	01-JUN-2012	01-JUN-2013	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	1,000,000
					EL DISEASE - POLICY LIMIT	1,000,000
					EL DISEASE - EACH EMPLOYEE	1,000,000
A	PROFESSIONAL LIABILITY	MWZZ 50645	01-OCT-2011	01-OCT-2012	\$10,000,000 Aggregate / \$10,000,000 Each Occurrence	RETENTION: \$10,000,000
The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.						

MEMORANDUM OF INSURANCE					DATE 19-Sep-2012	
This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by						

the insured named herein to access this Memorandum via <https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=null>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER
Marsh USA Inc.
("Marsh")

INSURED
Subsidiaries of AT&T Inc.
One AT&T Plaza
208 South Akard, Room 2731, Dallas
Texas 75202
United States

ADDITIONAL INFORMATION

ADDITIONAL INSURED:

Additional Insured applies under the General Liability and/or Automobile Liability policy(ies) but only as required written contract.

WAIVER OF SUBROGATION:

Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by the written contract and allowable by law.

PRIMARY & NON-CONTRIBUTORY:

The General Liability insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non contributory with this insurance as required by the written contract.

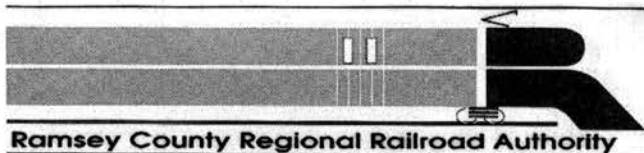
General Liability and Automobile Liability coverage evidenced applies to Subsidiaries of AT&T Inc., EXCLUDING Pacific Bell Telephone Company, Nevada Bell Telephone Company, Southwestern Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., The Southern New England Telephone Company and BellSouth Telecommunications LLC.

****This coverage does not apply in Ohio and Washington.**

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

[Click here for a printer-friendly version of this document.](#)

25



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **11/27/2012**

Regional Railroad Authority Meeting Date:

SUBJECT: Amendment Number Two to the agreement between Mortenson Construction and the Ramsey County Regional Railroad Authority for renovation of the Union Depot

EXECUTIVE SUMMARY:

Ramsey County Regional Railroad Authority (RCRRA) and M. A. Mortenson Company entered into an agreement for renovation of the Union Depot as a multi-modal transit hub. The agreement calls for substantial completion by December 31, 2012. The concrete floor slab between the basement and sub-basement of the headhouse requires more work than was originally anticipated. The substantial completion date for the slab restoration needs to be changed to April 30, 2013. The rest of the facility remains at the original date. The cost of this work is already included in the Mortenson contract and no budget amendment is needed.

The attached amendment would change the substantial completion date for the basement and sub-basement parking slab to April 30, 2013.

ACTION REQUESTED:

1. Approve Amendment Number Two to the Agreement between the M. A. Mortenson Company and Ramsey County Regional Railroad Authority for additional renovation in the Union Depot Headhouse, for the period of December 31, 2012 to April 30, 2013, for the estimated amount of \$3,500,000, which is within the existing contract budget contingency .
2. Authorize the Chair to execute the Amendment.

SUBJECT: Amendment Number Two to the agreement between Mortenson Construction and the Ramsey County Regional Railroad Authority for renovation of the Union Depot

ATTACHMENTS:

Amendment Number Two to the Mortenson agreement for the renovation of the Union Depot

PREVIOUS ACTION:

Resolution R10-47 approving the Agreement with M. A. Mortenson Company for renovation of the Union Depot

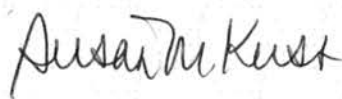
Resolution R12-28 approving Amendment Number One to the Agreement to modify bonding requirements.

COUNTY MANAGER'S COMMENTS:

The renovation of the parking slab will help reduce future maintenance and repair costs in the area. The estimated cost of \$3,500,000 is within the existing contract budget contingency.

SUBJECT: Amendment Number Two to the agreement between Mortenson Construction and the Ramsey County Regional Railroad Authority for renovation of the Union Depot

Regional Railroad Authority – Authorized Signature	Date
	11/16/12

Finance – Authorized Signature	Date
	11/19/12

County Attorney – Authorized Signature	Date
	11/16/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Amendment Number Two to the agreement between Mortenson Construction and the Ramsey County Regional Railroad Authority for renovation of the Union Depot

Draft Resolution

1
2 WHEREAS, The Ramsey County Regional Railroad Authority entered into an agreement
3 with M. A. Mortenson Company for the renovation of the Union Depot; and

4
5 WHEREAS, The date of substantial completion in the agreement is December 31, 2012;
6 and

7
8 WHEREAS, The scheduled completion of concrete slab between the basement and sub-
9 basement of the headhouse is now April 30, 2013; Now, Therefore, Be It

10
11 RESOLVED, Ramsey County Regional Railroad Authority approves Amendment Number
12 Two to the Agreement between the M. A. Mortenson Company and Ramsey County Regional
13 Railroad Authority for additional renovation needed in the Union Depot Headhouse, for the period
14 of December 31, 2012 to April 30, 2013, for the estimated amount of \$3,500,000, which is within
15 the existing contract budget contingency.; and Be It Further

16
17 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
18 execute the Amendment.

**AMENDMENT NUMBER TWO TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION
MANAGER AT RISK FOR RENOVATION OF THE UNION DEPOT MULTIMODAL TRANSIT
AND TRANSPORTATION HUB IN SAINT PAUL, MINNESOTA**

WHEREAS, the Ramsey County Regional Railroad Authority ("Owner") and M. A. Mortenson Company, 700 Meadow Lane North, Minneapolis, MN 554322 ("Construction Manager at Risk") entered into an Agreement dated November 8, 2010 ("Agreement"), for Phase 2 services for the renovation of the transit hub at Union Depot ("Project"); and

WHEREAS, The Agreement included provisions regarding the date of Substantial Completion; and

WHEREAS, The parties wish to amend the Agreement to clarify the provisions regarding the date of Substantial Completion.

Therefore, the parties agree to amend the Agreement as follows:

1. Paragraph 14.3 is amended to read as follows;
"The Construction Manager at Risk shall commence providing services upon final execution of this Part 2 Agreement. The date of the Substantial Completion for the project excluding the sub-basement and basement parking slab restoration is December 31, 2012. The date of the Substantial Completion for the sub-basement and basement parking slab restoration is April 30, 2013.
2. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

Wherefore, the parties have executed this Amendment on the last date written below.

OWNER:

CONSTRUCTION MANAGER AT RISK:

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

M. A. MORTENSON COMPANY

Jim McDonough, Chair
Ramsey County Regional Railroad Authority

By: _____
Kenneth L. Sorensen, Vice President

Date: _____

Date: _____

Approval recommended:


Timothy A. Mayasich, Director
Ramsey County Regional Railroad Authority

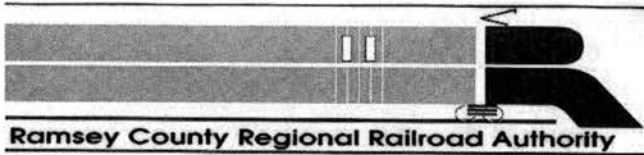
Approved as to form and insurance:


Assistant County Attorney

Purchase Order or
Aspen Vendor Contract Number:

Funds are Available
Account Number: _____

Budgeting and Accounting



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 11/27/2012

Regional Railroad Authority Meeting Date:

SUBJECT: Agreement between Ramsey County and the Ramsey County Regional Railroad Authority for the Corridors of Opportunity Jobs Central Project

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority ("RCRRA") would like to enter into an agreement with Ramsey County for services to be provided through Workforce Solutions, the County's jobs and training department, as part of the implementation of a grant project.

The RCRRA is part of the regional, interjurisdictional Corridors of Opportunity Initiative. Corridors of Opportunity has received a grant from the Department of Housing and Urban Development (HUD) for approximately 20 activities in the Twin Cities area that relate to development around major transit corridors. The Metropolitan Council is the fiscal agent for the HUD grant.

One of the grant-funded activities is the Jobs Central Project, now using the name Corridors to Careers, for its work in the community ("Project"). The Project is being managed by the RCRRA as part of the subrecipient agreement with the Metropolitan Council which was approved on June 7, 2011. This is a pilot project to demonstrate the efficacy of on-the-ground outreach to residents and businesses in integrating workforce and economic development activities within the Central Corridor communities.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

- 1) Approve an agreement with Ramsey County for the provision of services by Workforce Solutions for the Project for the period from January 1, 2012, through January 31, 2014, in a total sum not to exceed \$120,550, in a form approved by the County Attorney's Office.
- 2) Authorize the Board Chair to execute the Agreement with Ramsey County.

SUBJECT: Agreement between Ramsey County and the Ramsey County Regional Railroad Authority for the Corridors of Opportunity Jobs Central Project

Executive Summary (continued from page 1)

On the workforce side, the Project will provide support to low-income residents within the Central Corridor who are unemployed or underemployed, particularly people who are from underrepresented communities, and who are not currently receiving formal workforce services. This population would normally be eligible to receive only a limited range of services. The Project will provide access to additional work-related assessment and career preparation support. The outreach for the grant will focus on the priority geographic areas of Frogtown; Summit University; Skyline Tower in Union Park; Glendale community within Prospect Park; and Cedar Riverside. People who live outside these areas may also participate.

On the business side, the Project is connecting with businesses in order to understand the employment potential in the area and related issues. Three industries along the Central Corridor have been targeted due to their relatively large presence and due to Department of Employment and Economic Development ("DEED") data that suggests that they are likely to have good employment opportunities: health services, manufacturing and transportation/logistics. The Project will conduct outreach to individual businesses, discuss employment prospects, explore business expectations on the Central Corridor, and connect businesses to a range of workforce development resources.

In order to operate well, the Project requires expertise in the workforce services system and in communicating with businesses. As the employment and training department of Ramsey County, Workforce Solutions has expertise in providing workforce services, using WorkKeys skills assessments, coordinating and contracting with workforce service providers and working with local businesses. In addition to providing coordination and direct services, WFS anticipates subcontracting with several community based workforce service providers to provide career preparation services to Central Corridor residents. The use of WFS in the Project was included in the work plan and budget for the agreement between the Metropolitan Council and RCRRA.

Because the RCRRA is a separate political subdivision under state law, an agreement with the County is required to purchase the services.

SUBJECT: Agreement between Ramsey County and the Ramsey County Regional Railroad Authority for the Corridors of Opportunity Jobs Central Project

ATTACHMENTS:

Proposed RCRRA/RC Corridors to Careers Agreement for period from January 1, 2012, through January 31, 2014

PREVIOUS ACTION:

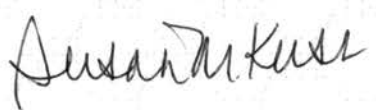
On June 7, 2011, the RCRRA approved the Consortium and Subrecipient agreements with the Metropolitan Council for the Corridors of Opportunity Jobs Central and Gateway projects. (R11-19)

COUNTY MANAGER'S COMMENTS:

This agreement will allow the Jobs Central-Corridors to Careers Project to use the special skills and talents of Workforce Solutions staff and some of their subcontractors. A formal agreement is required because the RCRRA and the County are separate legal entities.

SUBJECT: Agreement between Ramsey County and the Ramsey County Regional Railroad Authority for the Corridors of Opportunity Jobs Central Project

Regional Railroad Authority – Authorized Signature	Date
	11/16/12

Finance – Authorized Signature	Date
	11/19/12

County Attorney – Authorized Signature	Date
	11/16/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Agreement between Ramsey County and the Ramsey County Regional Railroad Authority for the Corridors of Opportunity Jobs Central Project

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority ("RCRRA") would like to enter into an agreement with Ramsey County for services to be provided through Workforce Solutions, the County's jobs and training department, as part of the implementation of a grant project; and

WHEREAS, The RCRRA is part of the regional, interjurisdictional Corridors of Opportunity Initiative which has received a grant from the Department of Housing and Urban Development (HUD) for approximately 20 activities in the Twin Cities area that relate to development around major transit corridors; and the Metropolitan Council is the fiscal agent for the HUD grant; and

WHEREAS, One of the grant-funded activities is the Jobs Central Project, now using the name Corridors to Careers, for its work in the community ("Project"), which is being managed by the RCRRA as part of the subrecipient agreement with the Metropolitan Council which was approved on June 7, 2011; and

WHEREAS, This is a pilot project to demonstrate the efficacy of on-the-ground outreach to residents and businesses in integrating workforce and economic development activities within the Central Corridor communities; and

WHEREAS, On the workforce side, the Project will provide support to low-income residents within the Central Corridor who are unemployed or underemployed, particularly people who are from underrepresented communities, and who are not currently receiving formal workforce services; this population would normally be eligible to receive only a limited range of services; and the Project will provide access to additional work-related assessment and career preparation support; and

WHEREAS, The outreach for the grant will focus on the priority geographic areas of Frogtown; Summit University; Skyline Tower in Union Park; Glendale community within Prospect Park; and Cedar Riverside; people who live outside these areas may also participate; and

WHEREAS, On the business side, the Project is connecting with businesses in order to understand the employment potential in the area and related issues; three industries along the Central Corridor have been targeted due to their relatively large presence and due to Department of Employment and Economic Development ("DEED") data that suggests that they are likely to have good employment opportunities: health services, manufacturing and transportation/logistics; and the Project will conduct outreach to individual businesses, discuss employment prospects, explore business expectations on the Central Corridor, and connect businesses to a range of workforce development resources; and

WHEREAS, In order to operate well, the Project requires expertise in the workforce services system and in communicating with businesses; as the employment and training department of Ramsey County, Workforce Solutions has expertise in providing workforce services, using WorkKeys skills assessments, coordinating and contracting with workforce service providers and working with local businesses; in addition to providing coordination and direct services, WFS anticipates subcontracting with several community based workforce service providers to provide career preparation services to Central Corridor residents; and the use of WFS in the Project was included in the work plan and budget for the agreement between the Metropolitan Council and RCRRA; and

WHEREAS, Because the RCRRA is a separate political subdivision under state law, an agreement with the County is required to purchase the services; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves an agreement with Ramsey County for the provision of services by Workforce Solutions for the Project for the period from January 1, 2012, through January 31, 2014; in a total sum not to exceed \$120,550, in a form approved by the County Attorney's Office; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Board Chair to execute the Agreement with Ramsey County.

Attachment

Agreement Between The Ramsey County Ramsey County Regional Railroad Authority and Ramsey County For Services under the Corridors of Opportunity-Jobs Central Project

WHEREAS, The Ramsey County Regional Railroad Authority ("RCRRA") is operating the Corridors of Opportunity Jobs Central Project, that is now using the name Corridors to Careers for its work in the community ("Project"), which is a pilot project demonstrating the efficacy of on-the-ground outreach to businesses and residents within four target areas along and near the Central Corridor Light Rail Transit route in Saint Paul and Minneapolis in integrating workforce and economic development activities; and

WHEREAS, The focus of the Project is to provide support to low-income residents within the Central Corridor who are unemployed or underemployed, particularly from underrepresented communities, and are not currently receiving formal workforce services, and who reside in the priority geographic areas of Frogtown; Summit University; Skyline Tower in Union Park; Glendale community within Prospect Park; and Cedar Riverside; and

WHEREAS, Several fundamental commitments are important to the success of the Project: building collaborative relationships between Ramsey County ("County") and the community, that focus on authentic and courageous conversation; building a productive working relationship with DCC; identifying and understanding barriers experienced by community members in accessing County and/or workforce system services; identifying and implementing strategies that address these barriers; and enhancing culturally-appropriate services and responsiveness of the County in and through its communications and connections with the community; and

WHEREAS, On September 11, 2012, the Board of the RCRRA approved a contract with the District Councils Collaborative of Saint Paul and Minneapolis ("DCC") for community outreach and engagement services through Career Connectors for the Project ("DCC Agreement"); and

WHEREAS, The Project will also require services from workforce service providers in the community; and

WHEREAS, Workforce Solutions ("WFS") is the employment and training department of Ramsey County; and

WHEREAS, The RCRRA desires to obtain services from WFS, both directly and through subcontractors, for the Project due to the expertise of WFS in providing workforce services, using WorkKeys assessments, and coordinating and contracting with workforce service providers; and

WHEREAS, The RCRRA has requested that the Ramsey County Manager's Office provide project management services for the Project ("Project Manager");

NOW THEREFORE, The parties agree as follows:

I. TERM

The term of this Agreement is the period from January 1, 2012, through January 31, 2014 ("Term").

II. WFS ROLES AND RESPONSIBILITIES

During the Term of this Agreement, WFS, either directly or through its subcontractors, will provide the following services ("Purchased Services") in relation to the Project:

A. Planning & Project Management

1. Provide timely responses to the Project Manager.
2. Identify a Project Lead and a Project Trainer.
3. Work with the Project Manager and DCC to prepare a joint Project Work Plan that is consistent with and implements the provisions of this Agreement and the DCC Agreement.
4. Provide customized JobConnect database services to Project staff to assist in communicating with Central Corridor Light Rail Transit area residents about employment opportunities, training and education opportunities and information about area businesses.
5. Manage the planning and implementation of skills assessment activities including a target of 400 WorkKeys assessments of area residents.
6. Purchase and maintain the WorkKeys license and purchase 300 assessment sets.
7. Coordinate with the Minnesota Department of Employment and Economic Development ("DEED") for the receipt of 100 assessment sets at no additional cost to RCRRA or the County.
8. Provide administrative support through the WFS fiscal and information systems services.
9. Sub-contract with Goodwill/Easter/Seals of Minnesota to provide personnel who will serve as WorkKeys proctors.
10. Subcontract with additional workforce service providers for services in the community as described in the Project Work Plan.
11. Prepare a monthly reporting form for approval by the Project Manager
12. Provide monthly summary reports to the Project Manager along with monthly invoices.
 - a. The report is subject to review and approval by the Project Manager.
 - b. The report must at minimum, show progress toward meeting targets identified in the Project Work Plan and a list of new barriers identified during the month, and recommended strategies to address those barriers.
13. Provide oversight, through the Project Lead, of the workforce development component of the Project Work Plan, which will be planned and implemented in collaboration with DCC staff, and will include but not be limited to, the following activities:

- a. Lead the work of implementing a pilot workforce development project that includes the administration of WorkKeys assessments as a central component.
- b. Communicate with and meet with the DCC supervisor for the Career Connectors to review progress in outreach efforts and in connecting with area residents.
- c. Arrange locations for work skills assessments that are convenient for Project participants.
- d. Contact and collaborate with employment with employment and training organizations throughout the Central Corridor for their involvement in the Project.
- e. Serve as the primary liaison between workforce service providers who are participating in the Project, the DCC and the Project Manager.
- f. Work in close collaboration with the Project Trainer to provide training to Career Connectors, assessment proctors, and other workforce service providers participating in the Project; the training would include occupational education, workforce, and other resources available for people looking for employment.
- g. In coordination with the Project Manager, develop and maintain through JobConnect a database system for residents who are contacted by Career Connectors, take the WorkKeys assessments and participate in community meetings
- h. Troubleshoot problems as they arise.
- i. Provide, in cooperation with the DCC, both a narrative and visual aid that portrays the planned sequence of connections and process between Central Corridor job seekers and the workforce services and resources.
- j. Provide, in cooperation with the DCC, both a narrative and visual aid that portrays the sequence of connections between Central Corridor employers participating in the Project and the workforce services and resources.
- k. Meet with Central Corridor employers to identify needs to which the workforce system could appropriately respond and the range of services and tools available through the workforce system that could benefit them.
- l. Inform employers about the WorkKeys and National Career Readiness Credential, and help them identify potential value in utilizing these tools when hiring new workers.
- m. Encourage employers to list job openings in the Job Connect database as a way to recruit Central Corridor residents to apply.
- n. Invite and encourage employers to attend the community meetings to inform residents about their businesses and the prospects for hiring.

- o. Prepare monthly reports for the Project Manager and oversee invoicing between Ramsey County and the RCRRA.
 - p. Assist in drafting workforce-related elements in the final Project report.
- 14. Provide the following services of the Project Trainer:
 - a. In collaboration with DCC staff, train the Career Connectors on the use of the WorkKeys assessment tool, and on workforce development programs and services that are available in the five priority Central Corridor Light Rail Transit areas identified in the Recitals above, including education programs, workforce intermediaries, and other resources important to individuals and families who are looking for work or attempting to improve their work.
 - b. Oversee the proctors who will register Project participants to take the WorkKeys assessments and monitor to insure the integrity of the testing.
 - c. Train and work with contracted workforce service providers to provide the interpretation of assessment results to help residents understand the meaning and value of their individual assessments, and to refer individuals to other resources and job training organizations that can help them further their job and career goals.
 - d. Develop the initial group meetings where Project participants receive an interpretation of their WorkKeys scores and guidance as to how to use this information in their job search.
 - e. Coordinate with the Career Connectors and other workforce service providers in the development of group learning sessions in the community for job seekers where residents and workforce professionals can meet to discuss strategies for conducting successful job searches, improving employment, identifying training, educational opportunities and other resources in the community.

III. County Project Manager Roles and Responsibilities

Project Management services will be provided through the County Manager's Office and will include the following activities:

- A. Provide timely direction to WFS.
- B. Meet periodically with WFS regarding the efficacy of services provided through WFS to the Project and jointly identify changes and /or adjustments to Project services or communications that are needed to improve operations and outcomes of the Project.
- C. Provide direction to WFS regarding Project-specific requirements for the Project JobConnect webpage contents, database elements, and reports to be generated.

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- D. Review and approve monthly reports.
- E. Review and process invoices received from WFS in a timely manner so that payment will be made within 30 days of the Project Manager's receipt of proper billing and documentation from WFS.

IV. COST/PAYMENT

A. Cost

1. Use of the Cost Reimbursement method to determine the amount of payment to the County is applicable to this Agreement.
2. The RCRRA will pay the County on a time and materials basis up to a maximum not to exceed sum of \$88,900 for the Purchased Services provided by Workforce Solutions, and up to a maximum not to exceed sum of \$31,650 for the Purchased Services provided by the subcontractors of WFS. The total contract maximum not to exceed amount is \$120,550, inclusive of expenses.
3. Reimbursement of expenses 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.

B. Payment

1. Reimbursement of costs incurred by the County for the provision of the Purchased Services shall be consistent with the following budget.

January 1, 2012 –January 31, 2014

Workforce Solutions' Activities

Project Lead	\$28,800
Project Trainer	\$29,450
Proctors	\$10,000
JobConnect database	\$10,000
Assessments 300 @ \$25	\$ 7,500
Administration (fiscal)	\$ 3,150
Workforce Solutions Total	\$88,900

Subcontractor Activities \$31,650

Contract Total \$120,550

2. WFS shall submit monthly invoices to the Project Manager for the actual costs of the Purchased Services provided by both WFS and its subcontractors. Each invoice will identify who provided the services, summarize activities and itemize the expenditures

under the provisions of Section II. The Project Manager will review the invoice and submit it to the RCRRA Accounts Payable staff.

3. The RCRRA shall make payment within 35 days of the Project Manager's receipt of proper billing and documentation from WFS.

**V.
GENERAL CONDITIONS**

- A. WFS will enter into subcontracts as deemed necessary to meet its obligations under this Agreement.
- B. Either party may terminate this Agreement, with cause, upon fifteen (15) days written notice, delivered by USPS mail, by e-mail, or in person. Notice shall be provided to the following:
For Ramsey County:
Patricia Brady, Director
Workforce Solutions
2098 - 11th Ave. E
North St. Paul, MN 55109

For the RCRRA:
Timothy Mayasich, Director
Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 4th St E
St Paul, MN 55101
- C. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing in the form of an Amendment and signed by the authorized representatives of the RCRRA and Ramsey County.
- D. Each party agrees that it shall be responsible for the acts and omissions of its officials and employees, subject to applicable statutory and common law limitations of liability, defenses, and immunity.
- E. All data collected, created, received, maintained or disseminated for any purpose in the course of the County'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.
- F. Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the County, 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 County relating to this Agreement.
- G. The purchase of goods or services from the County 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 Ramsey County Regional Railroad Board. 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

RCRRA Board. Upon receipt of the RCRRA's notice of termination of the Agreement the County 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.

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

RAMSEY COUNTY

**RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY**

Rafael Ortega, Chair
Ramsey County Board of Commissioners

Jim McDonough, Chair
Ramsey County Regional Railroad Authority

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

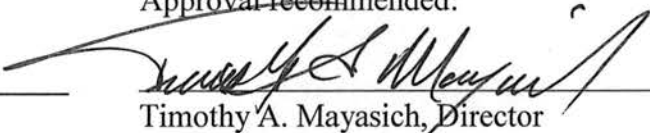
Date: _____

Date: _____

Approval recommended:

Approval recommended:

Patricia Brady, Director
Workforce Solutions

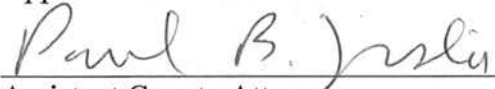


Timothy A. Mayasich, Director

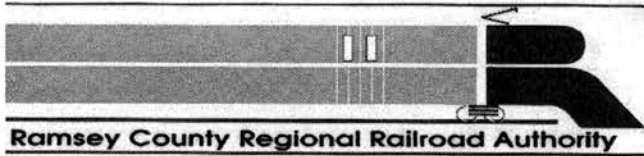
Approved as to form and insurance:

Approved as to form and insurance:

Assistant County Attorney



Assistant County Attorney



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 11/27/2012

SUBJECT: Transitway Impacts Research Program - Presentation

EXECUTIVE SUMMARY:

Jan Lucke, Manager of Research Administration, Center for Transportation Studies, and Yingling Fan, Assistant Professor at the Humphrey of Public Affairs, will present on the Transitway Impacts Research Program and the research that Ms. Fan has completed.

ACTION REQUESTED:

None. For information and discussion only.

SUBJECT: Transitway Impacts Research Program - Presentation

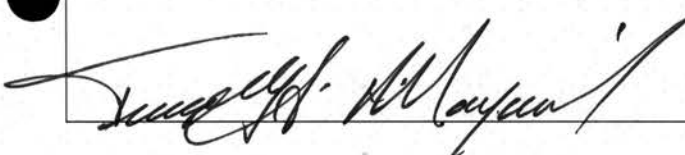
ATTACHMENTS:

1. Transitway Impacts Research Program Overview
2. Research Brief – “Assessing Neighborhood and Social Influences of Transit Corridors”
3. Transitway Impacts Research Program Power Point Presentation

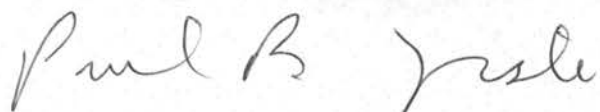
PREVIOUS ACTION:

COUNTY MANAGER’S COMMENTS:

SUBJECT: Transitway Impacts Research Program - Presentation

Regional Railroad Authority – Authorized Signature	Date
	11/16/12

Finance – Authorized Signature	Date
	11/19/12

County Attorney – Authorized Signature	Date
	11/16/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Transitway Impacts Research Program

A research program developed through collaboration between Twin Cities public agencies and the University of Minnesota

Background:

For decades, the Twin Cities metropolitan region has been interested in the potential economic, social, environmental, and health impacts of major transitways on the surrounding community. In addition to reducing travel times and congestion, transitways appear to have positive impacts on economic development, jobs, housing, the environment, and public health.

As the region continues to build a system of transitways—including light-rail transit (LRT), commuter rail, bus rapid transit (BRT), and streetcars—interest continues to grow in understanding these benefits and how travel behaviors change with the development of a transitway system.

Local and national implications that position the Twin Cities metro area for this program:

- The Hiawatha light-rail line has received national attention due to its exceptional success, both as a mobility improvement and also as a catalyst for economic and community revitalization.
- Northstar Commuter Rail—the state's first commuter-rail line—is open for service from downtown Minneapolis to Big Lake, with connecting coach bus service between Big Lake and St. Cloud. This new transit option is a great asset to the Northstar Corridor and beyond.
- The Twin Cities metro area is well on its way to developing or planning for additional transitways.
- The University of Minnesota is one of the few land-grant universities located in a major metropolitan area, and it is highly regarded for its strong research capabilities.
- The Hiawatha LRT line was one of the first lines required by the Federal Transit Administration to conduct a “before-and-after-study” of the impacts of the transitway, allowing the Twin Cities to influence national evaluation standards.



The Transitway Impacts Research Program (TIRP) was launched in 2006 and has grown to include a mix of funding partners and program supporters, including Anoka County, Center for Transportation Studies, Center for Urban and Regional Affairs, Central Corridor Funders Collaborative, City of Bloomington, City of Minneapolis, City of St. Paul, Dakota County, Federal Transit Administration, Hennepin County, Hennepin–University Partnership, Humphrey School of Public Affairs State and Local Policy Program, Itasca Group, Metropolitan Council, Metro Transit, Minneapolis Chamber of Commerce, Minnesota Department of Transportation, Ramsey County, University Metropolitan Consortium, St. Paul Chamber of Commerce, and Washington County.

The research program has the following priorities:

- Economic and business impacts
- Housing market impacts
- Land-use impacts
- Land value impacts
- Neighborhood and social issues
- Traffic and parking impacts
- Environment and health issues

Benefits of taking this collaborative approach:

- Support of local jurisdictions ensures that research is relevant and responds to local needs.
- The research methodology developed could become a national model for the conduct of transitway research.
- Research protocols meeting academic standards will allow for greater comparability between various studies and transitways.
- Communication with the public about the impacts of transitways will be more consistent and credible.
- It provides the ability to demonstrate a new approach to responding to the revised New Starts rating system, which considers mobility improvements, cost-effectiveness, economic development effects, land use that supports public transportation, environmental benefits, and operating efficiencies.

Completed research:

- ***The Hiawatha Line: Impacts on Land Use and Residential Housing Value***, Edward Goetz, Center for Urban and Regional Affairs. Examined how Hiawatha LRT affected residential property values, land use patterns, and housing investments.
- ***Demographic and Behavioral Differences Between Hiawatha Light-Rail and Other Transit Riders***, Jason Cao, Humphrey School of Public Affairs. Examined the profile of transit riders in the Twin Cities and the factors that influence mode choice. Researchers compared demographic and behavioral differences in riders of light rail, local buses, express buses, and premium express buses.
- ***How Light-Rail Transit Improves Job Access for Low-Wage Workers***, Yingling Fan, Humphrey School of Public Affairs. Examined how Hiawatha LRT affected the number of



suitable job opportunities accessible to low-wage workers in 30 minutes or less.

- ***Impacts of the Hiawatha Light-Rail Line on Commercial and Industrial Property Values in Minneapolis***, Jason Cao, Humphrey School of Public Affairs. Examined how Hiawatha LRT affected commercial and industrial property values.
- ***Assessing Neighborhood and Social Influences of Transit Corridors***, Yingling Fan, Humphrey School of Public Affairs. Examined neighborhood and social influences associated with major transit improvements. Focused on Hiawatha LRT, Northstar Commuter Rail, Cedar Avenue BRT, and Central Corridor LRT.

Active research:

- ***Transportation, Environmental, and Health Impacts of Transitways: A Case Study of the Hiawatha Line***, Jason Cao, Humphrey School of Public Affairs. Examines associated environmental and health benefits of transitways, such as travel behavior, energy savings, reductions in greenhouse gas emissions, and health care savings associated with healthy lifestyle changes.
- ***Evaluating Twin Cities Transitways' Performance and their Interaction with Traffic on Neighboring Major Roads***, John Hourdos, Minnesota Traffic Observatory. Develops a multi-resolution traffic analysis tool to study the impact of transitways on modal shift and evaluate management policies used to stimulate modal shift.

Contacts for more information:

For additional information about this program, please contact Jan Lucke, Center for Transportation Studies, at 612-625-8401 or jlucke@umn.edu.

www.cts.umn.edu/Research/Featured/Transitways

UNIVERSITY OF MINNESOTA

CENTER FOR TRANSPORTATION STUDIES, 200 Transportation and Safety Building, 511 Washington Avenue S.E., Minneapolis, MN 55455-0375, Phone: 612-626-1077
E-mail: cts@umn.edu Web: www.cts.umn.edu • October 2012

The University of Minnesota is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, or sexual orientation. This publication is available in alternative formats upon request.

UNIVERSITY OF MINNESOTA

Understanding the Impacts of Transitways

Assessing Neighborhood and Social Influences of Transit Corridors

A Transitway Impacts Research Program (TIRP) Research Brief



Project Fast Facts

- The majority of residents and businesses in transitway corridors have a positive view of transit-induced neighborhood change.
- The extent of positive neighborhood change that transitway corridor residents and businesses anticipate varies widely from corridor to corridor.
- People with any experience using light-rail transit, frequent transit users, and transit-dependent riders all have overwhelmingly positive attitudes regarding transit-induced neighborhood change.
- Racial differences in perceptions of transit-induced neighborhood change do exist, with specific groups on certain corridors having markedly more negative or positive views than others.
- Five key strategies may help address negative perceptions and possible negative impacts of transit-induced neighborhood change: address misperceptions, engage the neutrals, play to the strengths, include transit users, and conduct community-sensitive planning.

Research Question

How do residents and businesses along transit corridors perceive neighborhood changes caused by transitways?

Transit investments such as new light-rail transit (LRT) or bus rapid transit (BRT) lines often significantly improve mobility and accessibility to surrounding neighborhoods and lead to the physical upgrading of those neighborhoods. Other effects may be less desirable, such as neighborhood transformation, demographic changes, housing conversions, and shifts in the social prestige of a neighborhood.

Though researchers have measured these neighborhood changes using objective data, few have examined neighborhood residents' self-reported perceptions of transit-induced change. To fill this knowledge gap and gain a better understanding of individual perceptions regarding changes caused by transitway development, University of Minnesota researchers surveyed residents and businesses along four Twin Cities transitway corridors.

Through this study, researchers aim to help policymakers by identifying groups with positive or negative expectations for transit-induced neighborhood change and proposing population-specific solutions for improving social equity.

"Overall, the perception of transitways' impacts on neighborhoods is positive, but there are specific groups that have largely negative perceptions of transit-induced change."

—Yingling Fan, Principal Investigator

About the Survey

Researchers randomly surveyed 750 households in 16 neighborhoods along four Twin Cities transitways: the existing Hiawatha LRT line, the existing Northstar commuter rail line, the planned Cedar Avenue BRT line, and the planned Central Corridor LRT line. The questionnaire sorted respondents into two groups—those with positive perceptions of transit-induced change and those with negative perceptions of transit-induced change—based on their responses to four key questions:

- **Question 1:** Overall, has this neighborhood become a better or worse place to live over the PAST five years—or since you moved in—or has it stayed about the same?
- **Question 2:** Overall, what is your opinion of any effects the [transitway] has had on the neighborhood so far?
- **Question 3:** Overall, will this neighborhood become a better or worse place to live over the NEXT five years, or will it stay about the same?
- **Question 4:** Overall, what is your opinion of how the [transitway] will affect this neighborhood in the future?

In addition, researchers surveyed 160 businesses along the same corridors and asked a comparable set of four questions, focusing on the impacts of transitways on their businesses.

The survey also explored how respondent characteristics shape their perception of neighborhood change and specific transit impacts.

Key Findings

How do residents perceive transit-induced neighborhood change?

- Both urban and suburban corridor residents expect positive changes from transitways—however, significant differences appear in the extent of the positive change from corridor to corridor (see Figure 1).
- People who have any experience with fixed-guideway transit corridors had overwhelmingly positive attitudes.
- Frequent transit users and transit-dependent residents see themselves and their neighborhoods gaining from transitway development.
- Perceptions can vary by race and by corridor. For example:
 - Asians along the Central Corridor LRT view the future impacts of light rail less positively than other Central Corridor resident groups.
 - African-Americans perceive future neighborhood change along the Hiawatha corridor more positively than whites do in that corridor.
 - Contrary to media coverage centering on the African-American community's concerns about the Central Corridor project, Central Corridor African-American respondents do not vary from others in their perception of transitway impacts.

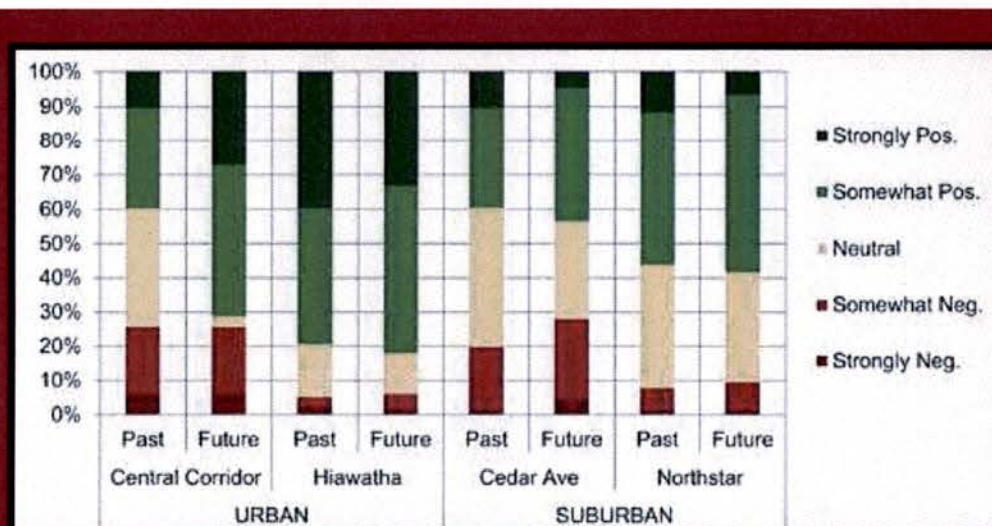


Figure 1: Residents' Perception of Transitway Impacts, by Corridor

Figure 1 shows residents' perceptions of the specific effects they have seen and expect to see on their neighborhoods from the transitway. While residents along transitway corridors anticipated positive neighborhood impacts in the next five years, the extent of positive impact they expected varied significantly by corridor.

How do businesses perceive transit-induced neighborhood change?

- Businesses are generally more positive about the future than the past (see Figure 2).
- Significant concerns about construction impacts are present in incomplete corridors.
- Positive perceptions of future impacts outnumber negatives for all corridors, but significant corridor-to-corridor differences appear.
- Some businesses may feel they're being "planned out" of transitway areas based on sector, size, and/or age.
- The belief that customers ride or will ride has a major, positive impact on perceptions.

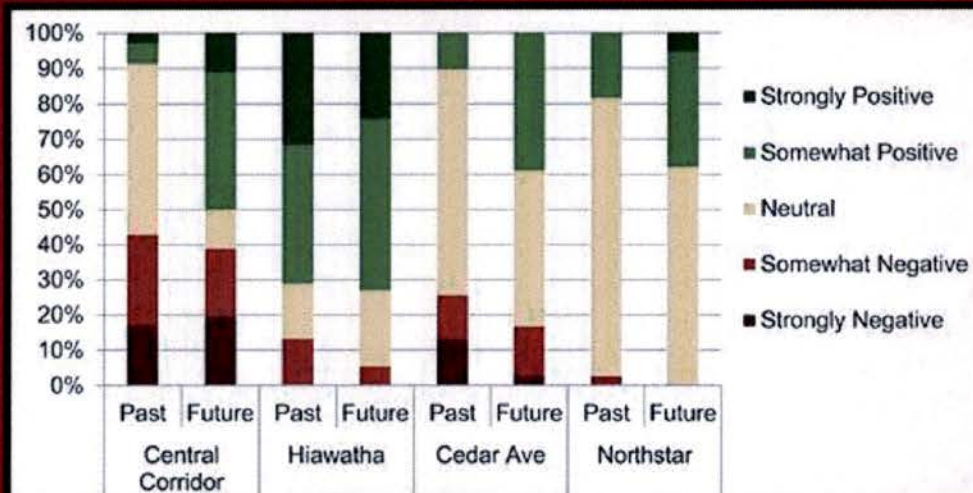


Figure 2: Businesses' Perception of Transitway Impacts, by Corridor

Figure 2 shows businesses' perceptions of the specific effects they have seen and expect to see on their neighborhoods from the transitway. Once again, a significant urban-suburban divide appears, as well as clear differences between individual corridors.

Conclusions and Policy Implications

Overall, the perception of the impacts of transitways on neighborhoods is positive; however, there are specific groups that have largely negative perceptions of transit-induced change. This research provides several important insights and policy recommendations for addressing negative perceptions and possible negative impacts of transit-induced neighborhood change.

Strategy #1: Address Misperceptions

Outreach to individuals and groups with negative perceptions may address concerns about transitway projects—in particular regarding these common concerns:

- **Crime**—While concern that transitways increase neighborhood crime rates is common, this is seldom the case. Public education efforts explaining the facts and demonstrating secure design features of transit stations may alleviate these concerns.
- **Continued automotive access**—The expectation that automotive access will worsen as a result of transitways is another common concern. However, transitway projects invariably include significant traffic mitigation strategies to preserve automotive access. Improving communication of these mitigations may be helpful.
- **Pedestrian safety**—Concerns about transitways creating a less-safe environment for pedestrians persist, despite the fact that all four corridors include major pedestrian-safety-oriented design features. Researchers suggest improving communication of pedestrian improvements.

Program Supporters:

Anoka County

Center for Transportation Studies, University of Minnesota

Center for Urban and Regional Affairs, University of Minnesota

Central Corridor Funders Collaborative

City of Bloomington

City of Minneapolis

City of Saint Paul

Dakota County

Federal Transit Administration

Hennepin County

Hennepin-University Partnership

Itasca Group

Metropolitan Council

Minneapolis Regional Chamber of Commerce

Minnesota Department of Transportation

Ramsey County

Saint Paul Area Chamber of Commerce

State and Local Policy Program, Humphrey School of Public Affairs, University of Minnesota

University Metropolitan Consortium, University of Minnesota

Washington County

Strategy #2: Engage the Neutrals

Although nearly all respondents along the urban Central Corridor and Hiawatha lines expected transitways to have impacts on their neighborhoods, large percentages of respondents from Cedar Avenue and Northstar neighborhoods did not expect any impacts—positive or negative. The fact that many suburban corridor residents do not see transitways as relevant is a cause for concern; highlighting relevant “success stories” from suburban portions of the Hiawatha corridor may help increase community buy-in.

Strategy #3: Play to the Strengths

Community members who expect positive impacts from transitways may offer a valuable base of grass-roots support but may not be as strongly motivated to participate in public involvement efforts as those with concerns. If these individuals can be actively engaged early in the transitway planning process, they may provide a strong anchor of local support and a way to open dialogue with more skeptical community members.

Strategy #4: Include Transit Users

Residents who use transit frequently and business owners who believe their customers use transit frequently are much more likely than others to expect positive future change in their neighborhoods from transitways. As a result, these groups should be key targets for outreach efforts in the planning process for future transitways.

Strategy #5: Conduct Community-Sensitive Planning

Both the business and residential surveys demonstrate a need for local community-sensitive planning of transitways. In addition, the results demonstrate that local communities can be defined in multiple ways, including:

- **Geography**—In addition to the basic concept of station areas, both surveys show many differences between the way urban and suburban residents and businesses perceive transitways.
- **Cultural identity**—Both surveys reveal powerful, complex differences in the perceptions of transitways based on race, ethnicity, and/or nativity status. This demonstrates the importance of reaching out to the many communities of culture and identity that often exist within a single community of geography.
- **Time in neighborhood**—The more recently a resident or business has moved into the neighborhood, the more likely they are to perceive transitways as having positive impacts. These findings demonstrate the importance of considering the present while planning for the future.

About the Research

Assessing Neighborhood and Social Influences of Transit Corridors was authored by Assistant Professor Yingling Fan and Research Fellow Andrew Guthrie of the University of Minnesota’s Humphrey School of Public Affairs.

“Yingling Fan’s work is encouraging because it shows us that the public perceives the project positively and looks forward to the benefits of transitway projects. The results also reinforce the lessons we’ve learned about public engagement.”

—Robin Cauffman, Metro Transit

cts.umn.edu/Research/Featured/Transitways

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Transitway Impacts Research Program



Presentation to Ramsey County Regional Rail Authority

November 27, 2012

Mission

- Investigate the economic, social, environmental and health impacts of transitway corridors
- Serve as a national model of inter-jurisdictional collaboration between government and academia.
- Maximize benefits to local partners by leveraging partnerships to support large-scale studies.

Sponsors

Funding Sources:

- Anoka County
- Center for Transportation Studies, University of Minnesota
- Central Corridor Funders Collaborative
- Dakota County
- Hennepin County
- Hennepin – University Partnership
- Itasca Project
- Metropolitan Council/Metro Transit
- Minnesota Department of Transportation
- Ramsey County
- University Metropolitan Consortium, University of Minnesota
- Washington County

In Cooperation With:

- Center for Urban and Regional Affairs, University of Minnesota
- City of Bloomington
- City of Minneapolis
- City of Saint Paul
- Federal Transit Administration
- State and Local Policy Program, Hubert H. Humphrey School of Public Affairs, University of Minnesota

Funding

- Local sponsors have provided over \$900,000 for TIRP activities since 2006
- Local contributions helped attract over \$450,000 in funding from federal and foundation sources since 2006

PERCEPTIONS OF CENTRAL CORRIDOR LRT

Report to the Ramsey County Regional Rail Authority

November 2012



HUMPHREY SCHOOL
OF PUBLIC AFFAIRS



UNIVERSITY OF MINNESOTA
Driven to Discover

Assessing Neighborhood & Social Influences of Transit Corridors

Research Need:

- Major transit build-out in Twin Cities
- Overwhelmingly in developed areas
- Little research on **individuals' perceptions**
- Do residents/business **themselves** see—
 - Benefits?
 - Harms?
 - Some of each?



Methodology:

- In-depth surveys of residents and small businesses
 - Conducted June, 2010 to October, 2011
 - 750 residents, 160 businesses
- Central Corridor, Hiawatha, Cedar and Northstar
 - 4 neighborhoods per corridor
 - Random sampling within neighborhoods
- Regression models to explain perceptions by characteristics/circumstances

Survey of Residents and Business Owners

- **“Key” questions**

- Neighborhood: better/worse?
- LRT project impact: positive/negative
- Past & future

- **Central Corridor LRT Sample**

195 residents (response rate 37%)

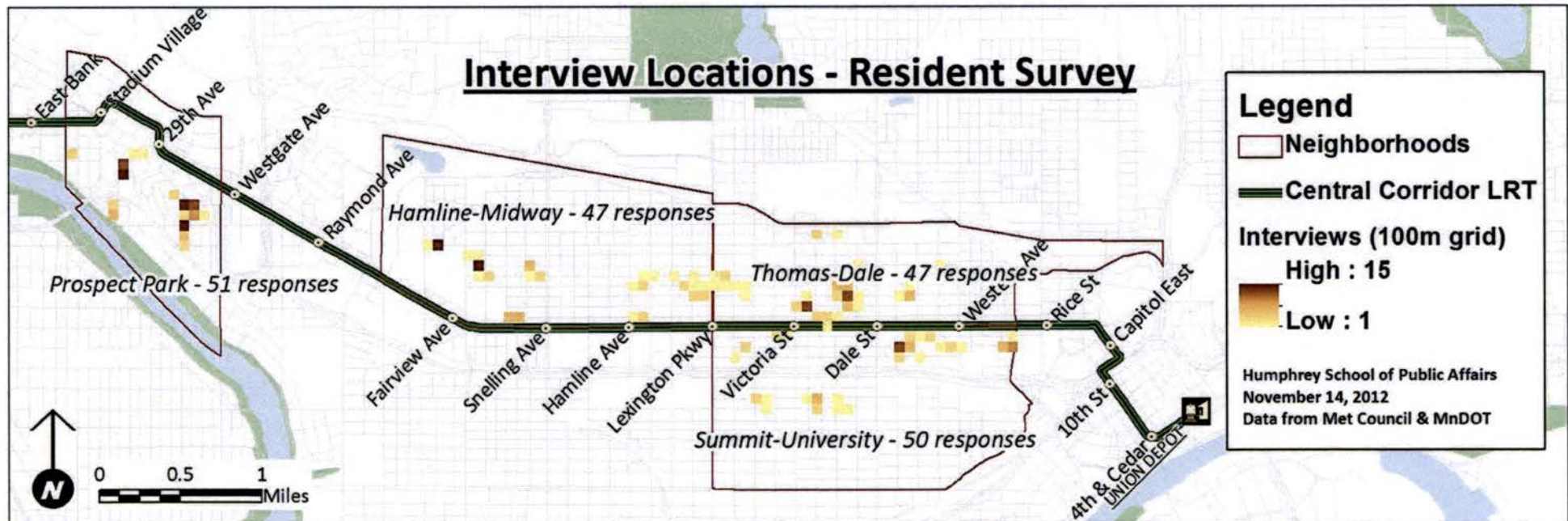
40 businesses (response rate 43%)

- **Survey dates**

Residential: Jun-Aug, 2010

Business owner: Mar-Jun, 2011

7



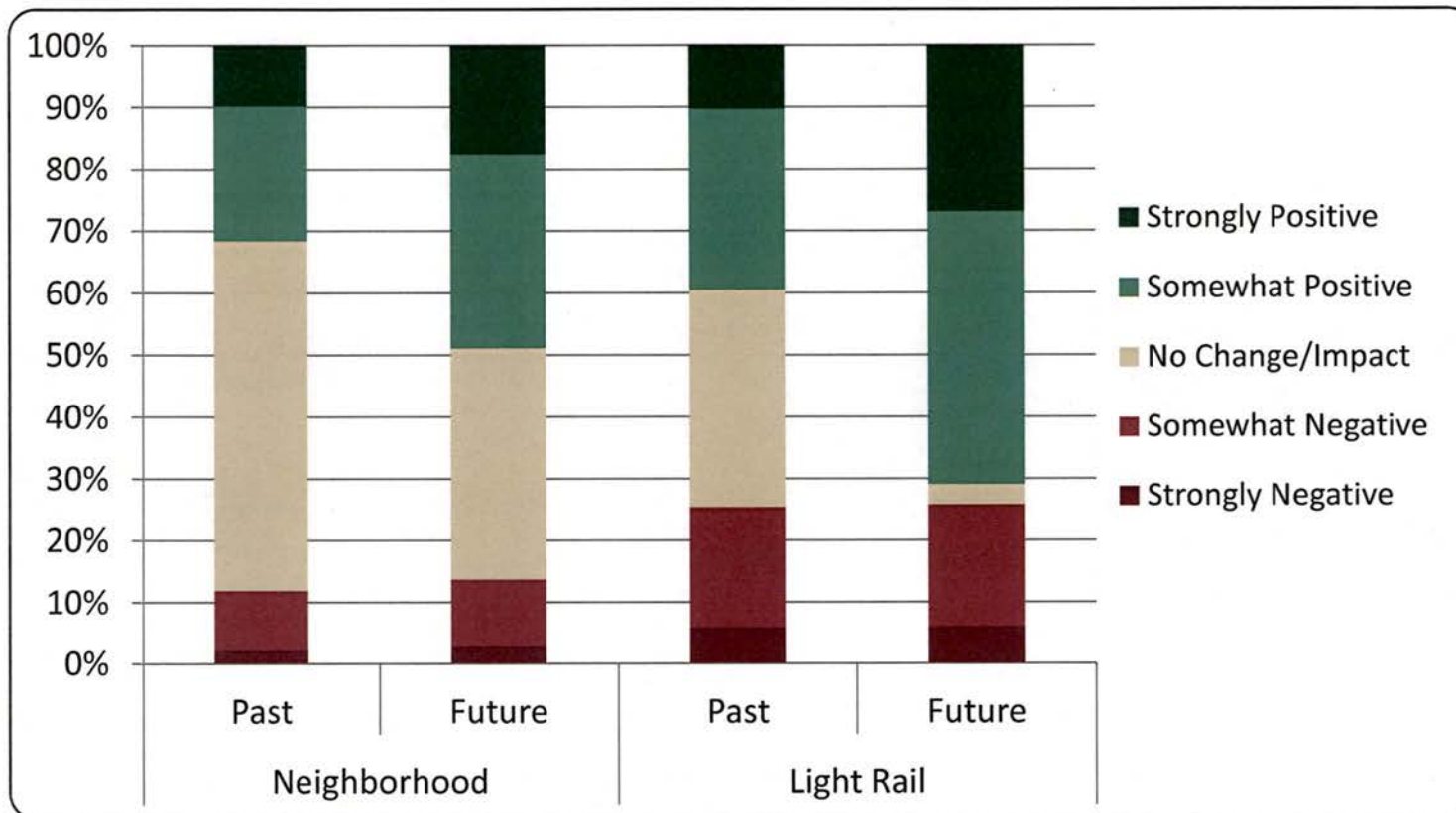
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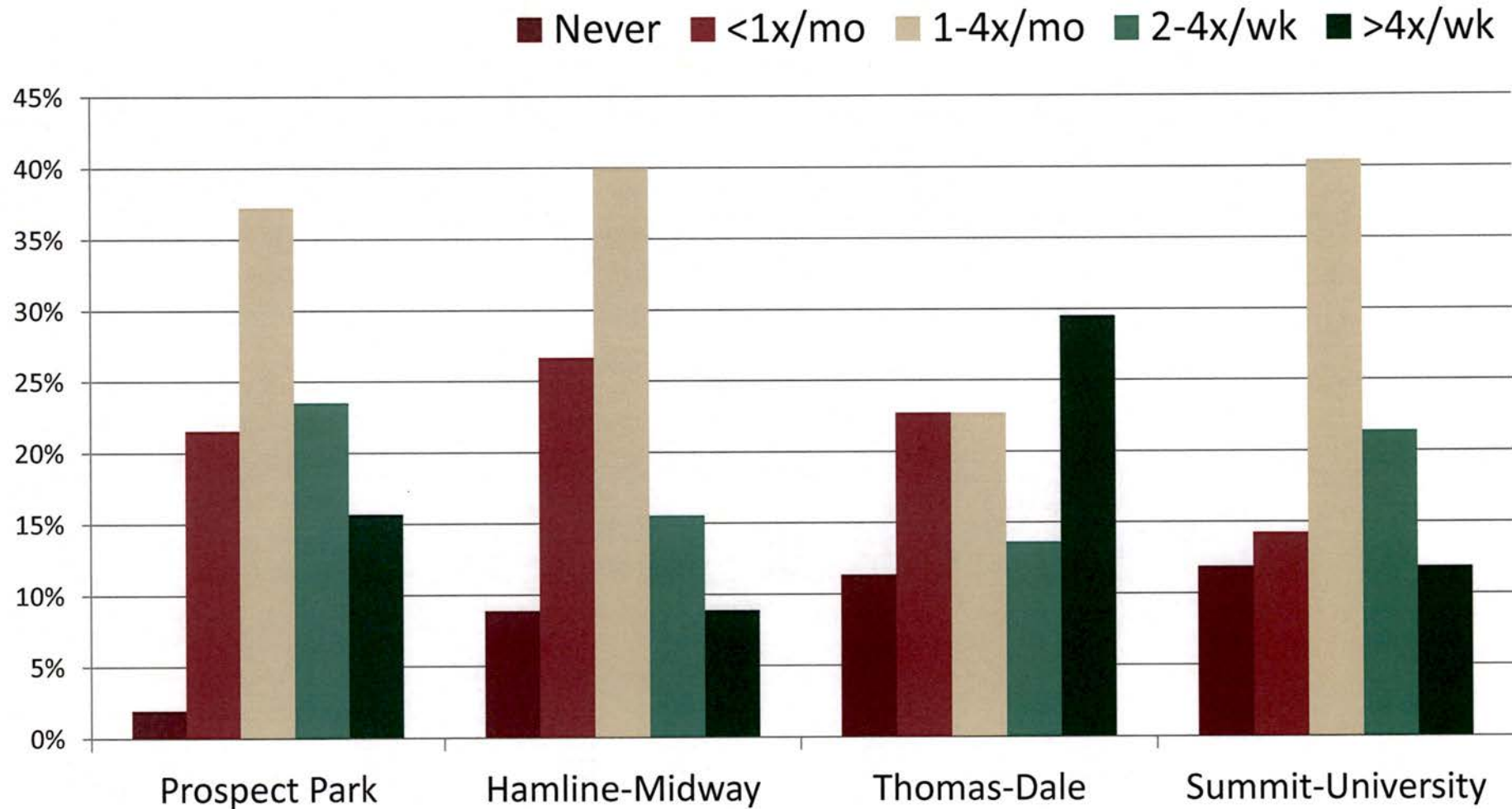


- Who tend to have positive outlook of Central Corridor LRT?
 - Frequent transit users
 - Non-Asian residents (no other racial divides significant)
 - New residents

Specific Neighborhood Changes

- Respondents were asked to rate the expected change of 18 specific neighborhood qualities. Although seeing positive *overall* changes associated with LRT...
 - **Strong concerns**
 - security
 - pedestrian safety
 - Moderate concerns
 - traffic congestion
 - street quietness
 - bus service
 - parking

Expected Transit Use

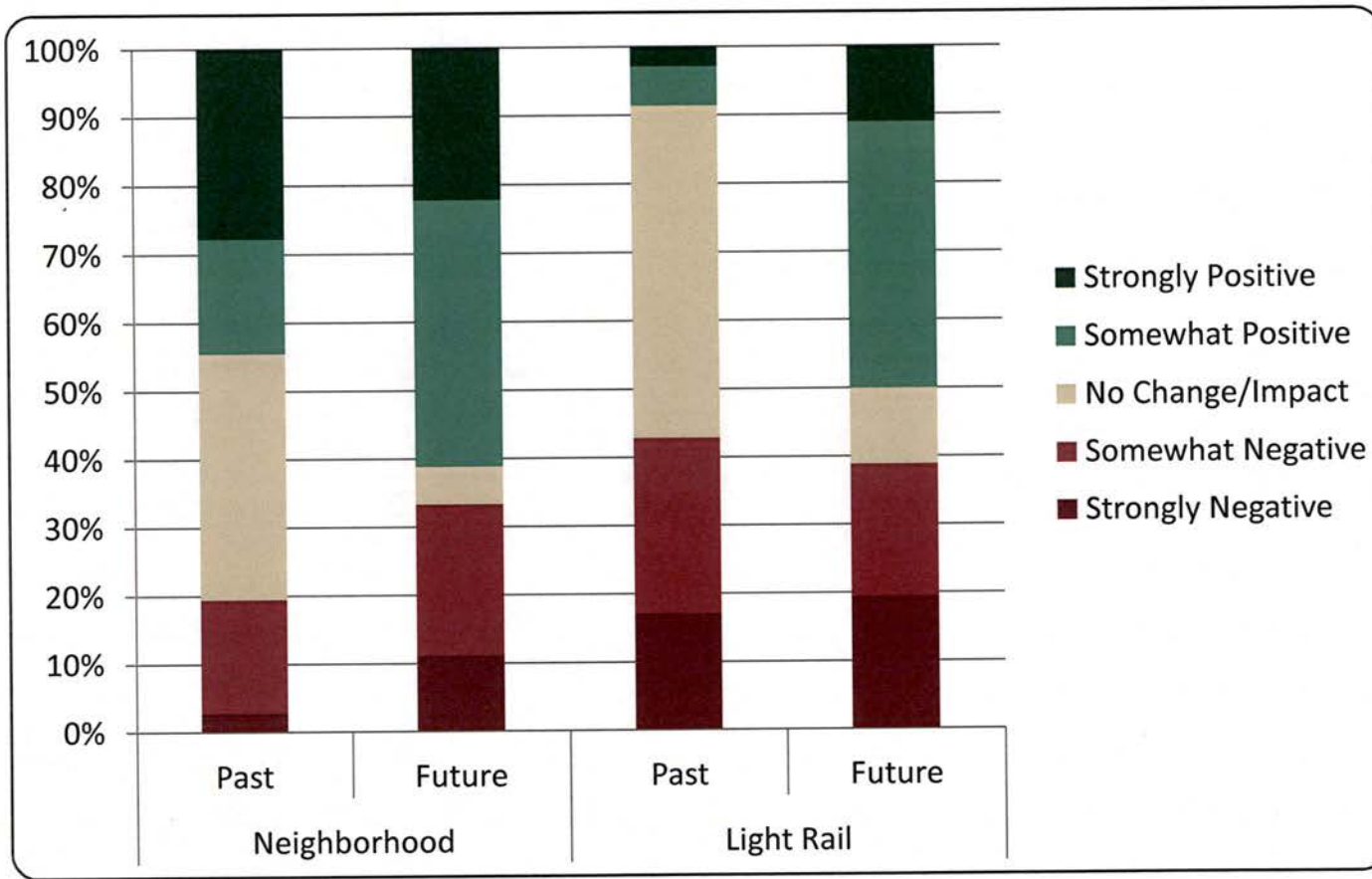




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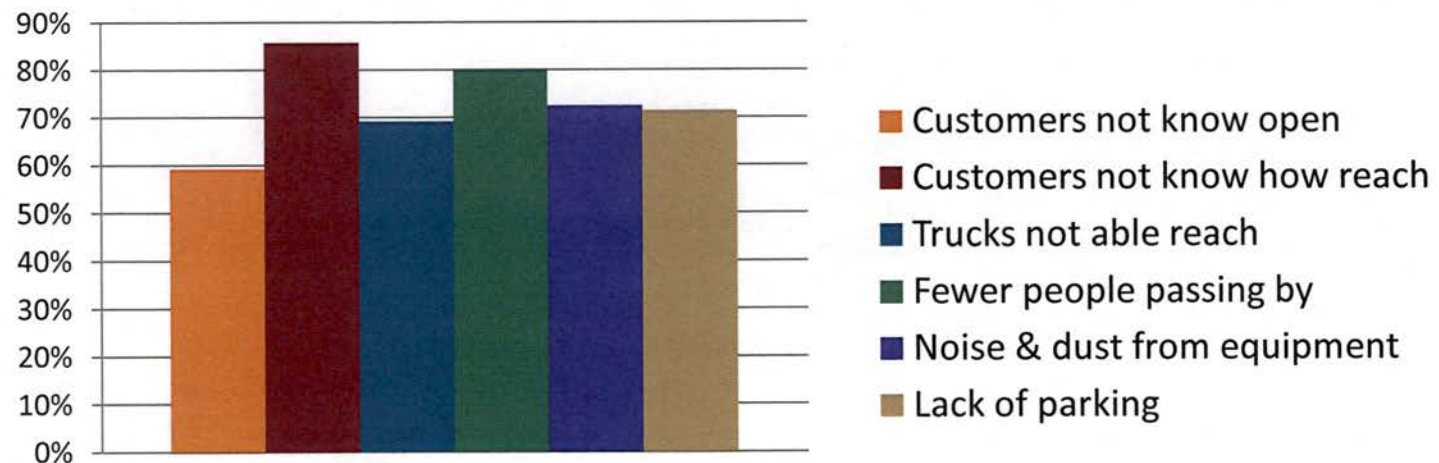


- **Who tend to have positive outlook of Central Corridor LRT?**
 - Non-auto sale/service related businesses
 - New businesses
 - Businesses with larger sale volumes
 - Expectation of customers using LRT
 - Building owners

Construction Concerns

- Most have moderate/serious concerns.
 - 41% very concerned, 22% concerned, and 16% slightly concerned.
- Specific concerns fairly consistent.
 - Customers' convenience—highest concerns
 - Customers not knowing business open—less concern

Specific Concerns



Key Conclusions

- Generally positive about future impacts.
- Yet, significant minority expect negative impacts.
 - Divide between Asians and other residents.
 - Context & community sensitive planning needed
- Need for interventions that address real concerns and education that addresses misperceptions (e.g., crime).
- Significant business concerns about construction impacts.
- Some businesses may feel like they're being "planned out" of transitway areas.
 - Type/ Size/ Age
- Residents who use transit see the benefits.
- For businesses, belief that customers (will) ride is a major plus.
- **Implications for project management, marketing, outreach, and education efforts.**

Thank you!

Sponsored by the Transitway Impacts Research Program

Partners and supporters

Anoka County

Center for Transportation Studies

Center for Urban and Regional Affairs

Central Corridor Funders Collaborative

City of Bloomington

City of Minneapolis

City of Saint Paul

Dakota County

Federal Transit Administration

Hennepin County

Hennepin – University Partnership

Humphrey School of Public Affairs State and
Local Policy Program

Itasca Project

Metropolitan Council/Metro Transit

Minnesota Dept. of Transportation

Ramsey County

University Metropolitan Consortium

Washington County

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**HUMPHREY SCHOOL
OF PUBLIC AFFAIRS**



**UNIVERSITY OF MINNESOTA
Driven to Discover**

16

Research Team

Principal Investigator

- Yingling Fan- yingling@umn.edu

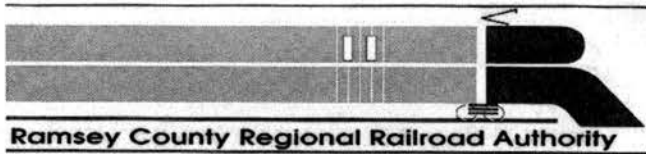
Project Manager

- Andrew Guthrie

Surveyors

- Chris Berrens
- Matt Fyten
- Lewis Kuhlman
- Sarah Swingley
- Rose Teng

17



5

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date:

Regional Railroad Authority Meeting Date: 11/27/2012

SUBJECT: Transitway Impacts Research Program 2012 funding request

EXECUTIVE SUMMARY:

The Transitway Impacts Research Program (TIRP) is a cooperative effort between the University of Minnesota and local governments to identify the impacts of transitway developments. Various local governments have participated in the program. Ramsey County Regional Railroad Authority participated in the program in 2008, 2009 and 2010 by providing \$20,000 annually for its share. In 2011, the RCRRA provided \$25,000 for its share. A \$25,000 request is also being made for 2012. Funding is available in the Authority's 2012 operating budget.

The continued request for \$25,000 is made so that there continues to be a stable base level of funding for TIRP activities. For 2012, this funding will allow research to be conducted on *Transit Station and Stop Designing and Travel Time Perceptions*. This research will identify the impact of various factors on mode choice including how station amenities, weather, accessible to multiple transit routes impacts perceived travel time.

This sustained local investment is critical for attracting national attention and outside funding. Since calendar year 2011, it helped to secure an additional \$437,000 in outside funding.

Continued participation in the TIRP program will help the Ramsey County Regional Railroad Authority and others understand the potential impacts of transitways that are under development.

ACTION REQUESTED:

Approve the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2012.

1

SUBJECT: Transitway Impacts Research Program 2012 Funding Request

ATTACHMENTS:

PREVIOUS ACTION:

R11-38 authorizing \$25,000 for the program in 2011
R10-22 authorizing \$20,000 for the program in 2010
R09-30 authorizing \$20,000 for the program in 2009
R07-42 authorizing \$20,000 for the program in 2008

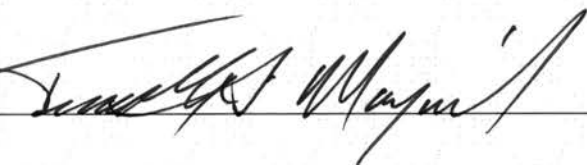
COUNTY MANAGER'S COMMENTS:

Continued research will take advantage of skills at the University of Minnesota to provide useful information for decisions on transitway development.

SUBJECT: Transitway Impacts Research Program 2012 Funding Request

Regional Railroad Authority – Authorized Signature

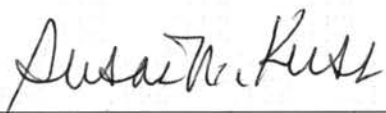
Date



11/16/12

Finance – Authorized Signature

Date



11/19/12

County Attorney – Authorized Signature

Date



11/16/12

Property Management – Authorized Signature

Date

Information Services – Authorized Signature

Date

Other – Authorized Signature

Date

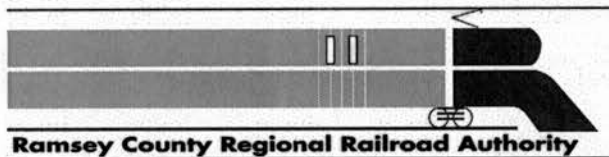
SUBJECT: Transitway Impacts Research Program 2012 Funding Request

Draft Resolution

2 WHEREAS, Ramsey County and other Railroad Authorities and the University of Minnesota
3 have supported research initiatives to study transitway projects' economic and community impacts
4 through the Transitway Impacts Research Program; and

5 WHEREAS, The Transitway Impacts Research Program has requested \$25,000 from the
6 Ramsey County Regional Railroad Authority to research residential and commercial property
7 values, land use patterns, neighborhood impacts, and travel behaviors; Now, Therefore, Be It
8

9 RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of
10 \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts
11 Research Program for 2012.



Union Depot, Suite 200
214 4th Street East
St. Paul, Minnesota 55101
(651) 266-2760

REGIONAL RAILROAD AUTHORITY MEETING

December 18, 2012

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

.....
ROLL CALL and Call to Order

AGENDA of the December 18, 2012 Regional Railroad Authority Meeting is presented for approval.

MINUTES of the November 27, 2012 Regional Railroad Authority Meeting is presented for approval.

ADMINISTRATIVE AGENDA

1. Red Rock Corridor - Newport Station - Reassignment of Funds

Board Action Requested:

- 1) Authorize \$475,000 from FTA 5309 earmark #2009-BUSP-504 to be reassigned to Washington County Regional Railroad Authority for use on the construction of the new Newport Transit Station.
- 2) Request the Metropolitan Council and Washington County Regional Railroad Authority to enter into a subrecipient agreement for the purposes of implementing this redirection of funds.

2. Lease with Jefferson Partners, L.P.

Board Action Requested:

- 1) Approve a lease agreement between Jefferson Partners, L.P. and the Ramsey County Regional Railroad Authority.
- 2) Authorize the Chair to execute the lease agreement.

3. Union Depot Renovation Project Revised and Restated Term Sheets with BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad

Board Action Requested:

- 1) Approve the Revised and Restated Term Sheet between the Ramsey County Regional Railroad Authority and BNSF Railway.
- 2) Approve the Revised and Restated Term Sheet between the Ramsey County Regional Railroad Authority and Canadian Pacific Railway.
- 3) Approve the Revised and Restated Term Sheet between the Ramsey County Regional Railroad Authority and Union Pacific Railroad.
- 4) Authorize the Chair to execute the Revised and Restated Term Sheets on behalf of the Ramsey County Regional Railroad Authority.

(continued)

4. Amendment # 1 to the Engineering Agreement with Canadian Pacific Railway

Board Action Requested:

- 1) Approve Amendment #1 to the Engineering Agreement with Canadian Pacific Railway for the completion of track and signal design for the West Terminal Lead, CP 1/ Saint Paul Union Depot Crossover, CP to UP DTMF switch, and track design for the CP crossover in Hoffman Interlocking to be completed by December 31, 2013.
- 2) Authorize the Chair to execute the Amendment #1 on behalf of the Ramsey County Regional Railroad Authority.

5. Amended and Restated Public Project Reimbursement Agreement with Union Pacific Railroad

Board Action Requested:

- 1) Approve the Amended and Restated Public Project Reimbursement Agreement with Union Pacific Railroad for the completion of track and signal design for the switch on the State Street Industrial Lead, track design on the East Terminal Lead and Canadian Pacific to Saint Paul Union Depot Track crossover and the Saint Paul Union Depot Track, to be completed by December 31, 2013.
- 2) Authorize the Chair to execute the Amended and Restated Public Project Reimbursement Agreement on behalf of the Ramsey County Regional Railroad Authority.

6. Engineering Agreement with BNSF Railway

Board Action Requested:

- 1) Approve the Preliminary Engineering Agreement with Burlington Northern Santa Fe Railway for the completion of track and signal design for west leg of the Division Street Wye and the signalization of Union Depot, Saint Paul Union Depot Track, and the conversion of the Gillette Spur Track switch to electric lock to be completed by May 31, 2013, in an amount not to exceed \$140,901.
- 2) Authorize the Chair to execute the agreement on behalf of the Ramsey County Regional Railroad Authority.

POLICY AGENDA

7. Approval of the 2013 budget and 2013 tax levy for the Ramsey County Regional Railroad Authority

Board Action Requested:

- 1) Approve the 2013 budget of \$20,500,290 as shown in the Details of Adjustments.
- 2) Approve the 2013 tax levy in the amount of \$19,938,811.

CORRIDOR UPDATES

ADJOURNMENT

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

November 27, 2012

The Ramsey County Regional Railroad Authority met with the following members present: Bennett (late), Carter, Ortega, Parker, Reinhardt, Rettman, McDonough – 7. Absent – 0. Also present were Julie Kleinschmidt, County Manager and Paul Zisla, Assistant County Attorney, Ramsey County Attorney's Office.

Chair McDonough called the meeting to order at 10:18 A.M.

AGENDA

Commissioner Reinhardt moved approval of the Agenda of the November 27, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Carter. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.

MINUTES

Commissioner Carter moved approval of the Minutes of the September 25, 2012 Regional Railroad Authority Meeting, seconded by Commissioner Ortega. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0.

1. Permanent Easement for AT&T Corp.

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. (R12-40)

WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) is developing the Union Depot as a multi-modal transit hub, and

WHEREAS, An existing AT&T fiber optic cable must be relocated onto a portion of RCRRA property to accommodate Union Depot tracks, and

WHEREAS, An easement is required to allow for the relocation; Now, Therefore, Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves an easement for AT&T Corp. to relocate its fiber optic cable to accommodate the Union Depot Multi-Modal Transit Hub Project, and Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority authorizes the Chair to execute the easement.

2. Amendment Number Two to the agreement between Mortenson Construction and the Ramsey County Regional Railroad Authority for renovation of the Union Depot

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Reinhardt. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Rettman, Bennett, McDonough – 7. Nays – 0. (R12-41)

WHEREAS, The Ramsey County Regional Railroad Authority entered into an agreement with M. A. Mortenson Company for the renovation of the Union Depot; and

WHEREAS, The date of substantial completion in the agreement is December 31, 2012; and

WHEREAS, The scheduled completion of concrete slab between the basement and sub-basement of the headhouse is now April 30, 2013; Now, Therefore, Be It

RESOLVED, Ramsey County Regional Railroad Authority approves Amendment Number Two to the Agreement between the M. A. Mortenson Company and Ramsey County Regional Railroad Authority for additional renovation needed in the Union Depot Headhouse, for the period of December 31, 2012 to April

30, 2013, for the estimated amount of \$3,500,000, which is within the existing contract budget contingency.; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Amendment.

3. Agreement between Ramsey County and the Ramsey County Regional Railroad Authority for the Corridors of Opportunity Jobs Central Project

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

Commissioner Rettman commented that she will maintain her previous position on this; she believes there is already an established and familiar information source for the community to access and that the funding for this should be spent elsewhere.

Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, Bennett, McDonough – 6. Nays – Rettman – 1. (R12-42)

WHEREAS, The Ramsey County Regional Railroad Authority ("RCRRA") would like to enter into an agreement with Ramsey County for services to be provided through Workforce Solutions, the County's jobs and training department, as part of the implementation of a grant project; and

WHEREAS, The RCRRA is part of the regional, interjurisdictional Corridors of Opportunity Initiative which has received a grant from the Department of Housing and Urban Development (HUD) for approximately 20 activities in the Twin Cities area that relate to development around major transit corridors; and the Metropolitan Council is the fiscal agent for the HUD grant; and

WHEREAS, One of the grant-funded activities is the Jobs Central Project, now using the name Corridors to Careers, for its work in the community ("Project"), which is being managed by the RCRRA as part of the subrecipient agreement with the Metropolitan Council which was approved on June 7, 2011; and

WHEREAS, This is a pilot project to demonstrate the efficacy of on-the-ground outreach to residents and businesses in integrating workforce and economic development activities within the Central Corridor communities; and

WHEREAS, On the workforce side, the Project will provide support to low-income residents within the Central Corridor who are unemployed or underemployed, particularly people who are from underrepresented communities, and who are not currently receiving formal workforce services; this population would normally be eligible to receive only a limited range of services; and the Project will provide access to additional work-related assessment and career preparation support; and

WHEREAS, The outreach for the grant will focus on the priority geographic areas of Frogtown; Summit University; Skyline Tower in Union Park; Glendale community within Prospect Park; and Cedar Riverside; people who live outside these areas may also participate; and

WHEREAS, On the business side, the Project is connecting with businesses in order to understand the employment potential in the area and related issues; three industries along the Central Corridor have been targeted due to their relatively large presence and due to Department of Employment and Economic Development ("DEED") data that suggests that they are likely to have good employment opportunities: health services, manufacturing and transportation/logistics; and the Project will conduct outreach to individual businesses, discuss employment prospects, explore business expectations on the Central Corridor, and connect businesses to a range of workforce development resources; and

WHEREAS, In order to operate well, the Project requires expertise in the workforce services system and in communicating with businesses; as the employment and training department of Ramsey County, Workforce Solutions has expertise in providing workforce services, using WorkKeys skills assessments, coordinating and contracting with workforce service providers and working with local businesses; in addition

to providing coordination and direct services, WFS anticipates subcontracting with several community based workforce service providers to provide career preparation services to Central Corridor residents; and the use of WFS in the Project was included in the work plan and budget for the agreement between the Metropolitan Council and RCRRA; and

WHEREAS, Because the RCRRA is a separate political subdivision under state law, an agreement with the County is required to purchase the services; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves an agreement with Ramsey County for the provision of services by Workforce Solutions for the Project for the period from January 1, 2012, through January 31, 2014; in a total sum not to exceed \$120,550, in a form approved by the County Attorney's Office; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Board Chair to execute the Agreement with Ramsey County.

4. Transitway Impacts Research Program - Presentation

Tim Mayasich, Director, Ramsey County Regional Railroad Authority (RCRRA), introduced the presenters: Jan Lucke, Program Coordinator, Center of Transportation Studies, University of Minnesota, and Yingling Fan, Assistant Professor, Humphrey Institute of Public Affairs, University of Minnesota.

Ms. Lucke gave a brief overview of the mission, sponsors, and funding history of the Transitway Impacts Research Program (TIRP) before she turned the presentation over to Yingling Fan.

Ms. Fan explained to the board that the presentation would cover the recently completed research project. She reminded them that last year she presented the preliminary results of this project; therefore, she now will share the final results, particularly the results associated with the Perceptions of Central Corridor Light Rail Project (CCLRT).

[The TIRP powerpoint presentation is on file with the RCRRA office]

Chair McDonough said with the data showing that residents have a particularly positive outlook for the future with the CCLRT, can it be interpreted that they will participate in that brighter future because of the CCLRT investment.

Ms. Fan replied that it is safe to say that over 70% of the residents along CCLRT have a positive outlook toward the CCLRT project, but the research data cannot answer the question as to whether they will participate in that future. She said it's a fair implication, however, that it is likely that residents who are positive about the future of their neighborhood will participate in the bright future they will have in their neighborhood.

Chair McDonough said he asked the question because for a long time much of the concern in the community was the uncertainty or distrust that people living in the corridor would benefit from this investment. He is encouraged to see that they have a good outlook, but it's important for us as leaders in the community to be aware that this positive outlook can suddenly change if we don't help ensure that everyone living in that corridor shares in its success.

Commissioner Reinhardt asked what is meant by the research finding that some businesses may feel like they're being "planned out" of transitway areas.

Ms. Fan said they found that there are specific types of businesses that feel they will not survive through the construction phase; that they will not have enough profit to keep their business open. This is their perception; we do not know whether they will actually move out, but they are legitimate concerns that need to be discussed, addressed and mitigated.

Commissioner Carter asked if they found that certain businesses have concerns about not fitting as opposed to not having enough profit to secure their existence, or zoning concerns.

Ms. Fan said this is a good question; however, the current data cannot tell them why the business owners feel that way. A follow-up study that focuses on those business owners who have a particularly negative perception toward the CCLRT would help to answer the question.

Chair McDonough suggested that a potential follow-up study at the completion of the corridor to assess if the concerns that were voiced actually materialized, and get a sense of what mitigation efforts the businesses felt were most helpful would be useful to know as other corridors are developed throughout the region. A follow-up study two years after the initiation of operations, or even an on-going study, would really help us to understand the impacts on the community. This study is very valuable, but it becomes more valuable as you can build on it into the future.

Ms. Fan agreed that a longitudinal study would be beneficial. She said, for example, if they tracked the addresses that were interviewed, then they would be able to answer many more questions about the turn-outs at those addresses. Then they could also, for example, analyze whether the people who had negative perceptions tended to move out of the neighborhood.

Chair McDonough thanked Ms. Fan and Ms. Lucke for the presentation and the results of the research.

5. Transitway Impacts Research Program 2012 funding request

[Commissioner Bennett was absent for this item]

Commissioner Ortega moved approval of the following resolution, seconded by Commissioner Carter. Roll Call: Ayes – Carter, Ortega, Parker, Reinhardt, McDonough – 5. Nays – Rettman – 1 (R12-43)

WHEREAS, Ramsey County and other Railroad Authorities and the University of Minnesota have supported research initiatives to study transitway projects' economic and community impacts through the Transitway Impacts Research Program; and

WHEREAS, The Transitway Impacts Research Program has requested \$25,000 from the Ramsey County Regional Railroad Authority to research residential and commercial property values, land use patterns, neighborhood impacts, and travel behaviors; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2012.

CORRIDOR UPDATES

- Rush Line

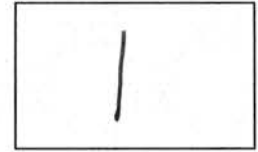
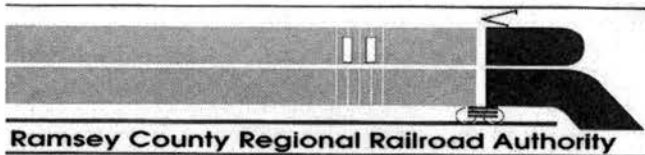
Commissioner Reinhardt reported that the Rush Line Task Force is excited that the Rush Line route is being merged with and taken over by Metro Transit, which is a positive step. Next steps are the advanced alternatives analysis.

- Union Depot

Chair McDonough reported that on December 8, 2012 an all day celebration will take place at the Union Depot for its grand opening.

ADJOURNMENT

There being no further business, Chair McDonough declared the meeting adjourned at 11:00 A.M.



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/18/2012

Regional Railroad Authority Meeting Date: _____

SUBJECT: Red Rock Corridor – Newport Station – Reassignment of Funds

EXECUTIVE SUMMARY

The Red Rock Corridor is a thirty (30) mile transit-way corridor that originates in Hastings, extends north to the Union Depot in St. Paul and continues on to Minneapolis generally following U.S. Highway 61, Interstate 94, and the freight tracks. One of the identified station locations on the Red Rock Corridor is on the former Know Lumberyard site, near the interchange of Interstate 494 and U.S. Hwy 61 in the city of Newport.

The Washington County Regional Rail Authority is working in cooperation with the city of Newport to design and construct the transit station. This project is to construct a new transit station for Newport using \$475,000 of federal earmark 43 USC 5309 Bus and Bus Facility funds (FFY 2009) along with \$118,750 local match (CTIB \$106,875, WCRRA \$11,875), for a total project cost of \$593,750.

When the federal 5309 funds were appropriated, funds were designated to go to the Ramsey County Regional Railroad Authority. In order to streamline management of the funds, a reassignment of funds is needed between the WCRRA and the RCRRA. This reassignment will assign the federal funding, the responsibility of grant management, and all the associated federal conditions to the WCRRA. Following reassignment of funds, WCRRA will enter into a subrecipient agreement with Metropolitan Council to access the \$475,000 in federal funds.

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

ACTION REQUESTED

1. Authorize \$475,000 from FTA 5309 earmark #2009-BUSP-504 to be reassigned to Washington County Regional Railroad Authority for use on the construction of the new Newport Transit Station.
2. Request the Metropolitan Council and Washington County Regional Railroad Authority to enter into a subrecipient agreement for the purposes of implementing this redirection of funds.

SUBJECT: Red Rock Corridor – Newport Station – Reassignment of Funds

(Executive Summary continued)

Identification of a transit station in Newport was included in the Alternatives Analysis that was conducted for the corridor in 2007 and both the City of Newport's and Washington County's 2030 Comprehensive Plans are consistent with the Met Council 2030 Transportation Policy Plan. Funding for this transit station will allow continued development of the Red Rock Corridor in implementing expanded bus service in the short term while working toward the long-term vision of commuter rail.

The park-and-ride facility will consist of a paved surface lot with approximately 200 spaces and a partially enclosed waiting area. The facility will be approximately 1,200 square feet in area. The project will include demolition and removal of two one-story buildings and five open one-story storage shelters currently on the site. The existing paved surface of the lot will also be removed.

SUBJECT: Red Rock Corridor – Newport Station – Reassignment of Funds

ATTACHMENTS:

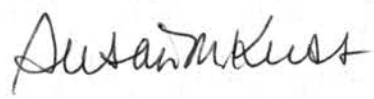
PREVIOUS ACTION:

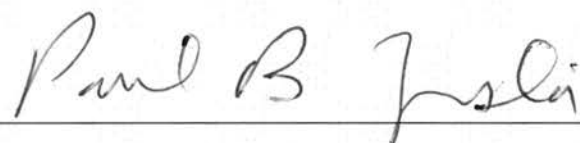
COUNTY MANAGER'S COMMENTS:

The reassignment of funds and responsibility to Washington County Regional Railroad Authority allows the most effective and efficient management of the grant.

SUBJECT: Red Rock Corridor – Newport Station – Reassignment of Funds

Regional Railroad Authority – Authorized Signature	Date
	12/12/12

Finance – Authorized Signature	Date
	12/11/12

County Attorney – Authorized Signature	Date
	12/12/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Red Rock Corridor – Newport Station – Reassignment of Funds

Draft Resolution

1 WHEREAS, The Red Rock Corridor originates in Hastings, extends north to the Union
2 Depot in St. Paul and on to Minneapolis generally following Trunk Highway 61, Interstate 94, and
3 the freight tracks; and
4

5 WHEREAS, The Alternatives Analysis completed in 2007 identified a possible station
6 location in the city of Newport; and
7

8 WHEREAS, The Washington County Regional Railroad Authority and city of Newport
9 having been working cooperatively in the design and construction of a transit station on the former
10 Knox Lumberyard site, near the interchange of Interstate 494 and U.S. Highway 61; and
11

12 WHEREAS, The Washington County Regional Railroad Authority desires to use up to
13 \$475,000 in federal 5309 funds designated for the for the Newport Transit Station; and
14

15 WHEREAS, The existing federal 5309 funds were designated to go to Ramsey County
16 Regional Railroad Authority; and
17

18 WHEREAS, The Washington Regional Railroad Authority and Counties Transit
19 Improvement Board will provide the federally required 20% local match; and
20

21 WHEREAS, The Metropolitan Council is the designated recipient for all funds flowing to the
22 region from the Federal Transit Administration (FTA); and
23

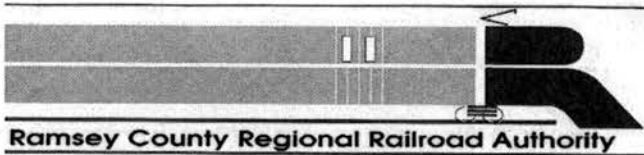
24 WHEREAS, The Washington County Regional Railroad Authority is the lead agency on the
25 design and construction of the Newport Transit Station; and
26

27 WHEREAS, The reassignment of funds to Washington County Regional Railroad Authority
28 streamlines the management of the grant funds; Now, Therefore, Be it
29

30 RESOLVED, The Ramsey County Regional Railroad Authority authorizes \$475,000 from
31 FTA 5309 earmark #2009-BUSP-504 to be reassigned to Washington County Regional Railroad
32 Authority for use on the construction of the new Newport Transit Station; and Be It Further
33

34 RESOLVED, The Ramsey County Regional Railroad Authority requests the Metropolitan
35 Council and Washington County Regional Railroad Authority to enter into a subrecipient
36 agreement for the purposes of implementing this redirection of funds.

5



2

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/18/2012

Regional Railroad Authority Meeting Date: _____

SUBJECT: Lease with Jefferson Partners, L. P.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has renovated the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes bus and office spaces for intercity bus services. Jefferson Partners L. P., operating under the business name of Jefferson Lines is currently the intercity bus operator in Saint Paul and wishes to lease space in the facility for their intercity bus operations. These activities will include passenger ticketing and baggage handling for eight to nine buses per day. Service will begin on January 14, 2013 after the holidays.

A lease agreement has been negotiated to provide 646 square feet of space at a rate of \$14.00 per square foot plus a share of associated operating costs. Lease costs escalate with the Consumer Price Index. The agreement provides a ten-year term and two additional five-year renewal options. The draft lease is attached to this Request for Action. Due to holiday meeting schedules, RCRRA needs to act on the agreement before it has been executed by Jefferson Lines so minor changes in wording may occur, as approved by the County Attorney's office.

ACTION REQUESTED

1. Approve a lease agreement between Jefferson Partners, L.P. and the Ramsey County Regional Railroad Authority.
2. Authorize the Chair to execute the lease agreement in a form to be approved by the County Attorney's Office.

1

SUBJECT: Lease with Jefferson Partners, L. P.

ATTACHMENTS:

Draft Lease Agreement between RCRRA and Jefferson Partners, L. P.

PREVIOUS ACTION:

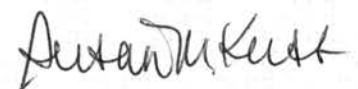
None

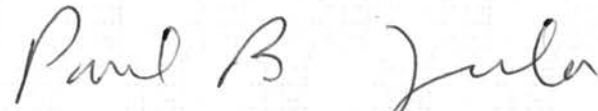
COUNTY MANAGER'S COMMENTS:

Intercity bus service has always been an important component of the Union Depot Multi-Modal Transit Hub vision. Jefferson Lines services will be integral to the success of the project.

SUBJECT: Lease with Jefferson Partners, L. P.

Regional Railroad Authority – Authorized Signature	Date
	12/12/12

Finance – Authorized Signature	Date
	12/11/12

County Attorney – Authorized Signature	Date
	12/12/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Lease with Jefferson Partners, L. P.

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union
2 Depot Multi-Modal Transportation and Transit Hub to serve all transportation modes, including
3 intercity buses; and

4
5 WHEREAS, Jefferson Partners, L. P. (Jefferson Lines) operates intercity bus services in the
6 Twin Cities area and desires to lease space in the Union Depot facility; and

7
8 WHEREAS, A lease agreement has been negotiated between Ramsey County Regional
9 Railroad Authority and Jefferson Lines for the use of space at Union Depot for intercity bus
10 services; Now Therefore, Be It

11
12 RESOLVED, The Ramsey County Regional Railroad Authority approves a lease agreement
13 between Jefferson Partners, L.P. and the Ramsey County Regional Railroad Authority; and Be It
14 Further

15
16 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
17 execute the lease agreement in a form to be approved by the County Attorney's Office.

Attachment

LEASE AGREEMENT

UNION DEPOT

SAINT PAUL, MN

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY,

AS LANDLORD

AND

JEFFERSON PARTNERS, L.P.,

AS TENANT

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LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of _____, 2012 and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota organized under the authority of Minnesota Statutes Chapter 398A (1986) ("Landlord"), and Jefferson Partners, L.P., a Minnesota limited partnership ("Tenant").

WITNESSETH:

For and in consideration of the rents and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Landlord hereby leases to Tenant, and Tenant hereby accepts and leases the Premises from Landlord, upon the following terms and conditions:

DATA SHEET

The following terms, conditions and definitions are incorporated in this Lease and shall have the meanings set forth in this Data Sheet, except as may be modified by provisions of this Lease:

- (a) "Union Depot": The multi-modal transit and transportation hub, including the Building and the Property, and all other improvements thereon, commonly known as the Union Depot and generally located at 214 East 4th Street, Saint Paul, Minnesota 55101.
- (b) "Union Depot Building" or "Building": The building and improvements located on the Property.
- (c) "Property": The land and all improvements thereon, including the Building, legally described on attached Exhibit A.
- (d) "Premises": The area in the Building outlined on Exhibit B identified as Suite K100, Union Depot, 240 East Kellogg Boulevard, Saint Paul, MN 55101, and known as the "Jefferson Lines Office". The Premises consists of 646 net leasable square feet.
- (e) "Common Areas": The common areas and common facilities in Union Depot including hallways, public bathrooms, loading docks, common entrances, lobbies, other public portions of the Building, and as further provided in Section 4 below.
- (f) "Additional Rent": In addition to the Base Rent payable by Tenant under the terms and conditions of Section 3 of this Lease, Tenant shall pay to Landlord Additional Rent as provided in Section 3 of this Lease or as otherwise provided in this Lease.
- (g) "Kellogg Building": The portion of Union Depot Building referred to on Exhibit ___ which contains the Premises, Common Areas within that portion of Union Depot, the escalators to the portion of Union Depot identified thereon as the train deck (which includes a bus loading area) and an elevator to the train deck and the portion of Union Depot referred to as the Waiting Room.
- (h) "Rent": any and all amounts to be paid by Tenant to Landlord as provided in this Lease including, but not limited to, Base Rent and Additional Rent.
- (i) "Base Rent": The amounts due from Tenant to Landlord in consideration of the Lease of the Premises as provided in Section 1 of this Lease, as follows:

Period	Base Rent per Square Foot (Annual)	Monthly Base Rent (Each Calendar Month)	Annual Base Rent (Base Rent per Lease Year)
1/14/2013 - 12/31/2015	\$14.00	\$754	\$9,044

Starting 1/1/2016: Base Rent shall be adjusted as of January 1 of 2016, 2019, and 2022 in accordance with changes in the Consumer Price Index as provided on Exhibit C ("CPI Adjustment").

- (j) "Commencement Date": January 14, 2013, and as further provided in Section 2.2 of this Lease.
- (k) "Extension Term": Tenant shall have the option to extend the Term of this Lease for two (2) additional five (5) year terms (each an "Extension Term", and respectively the "First Extension Term" and "Second Extension Term"), as further provided in Section 3.11 of this Lease, by providing written notice to Landlord no fewer than 180 days before the expiration of the then current Term. Rent during each Extension Term shall be as provided in Section 3.11 of this Lease, and all other items of Rent shall be determined in the same manner as during the Initial Term.
- (l) "Tenant Improvements": The improvements to the Premises to modify the Premises for Tenant's Use as shown on attached hereto as Exhibit E (the "Plans", as is defined in Section 2 below).
- (m) "Termination Date": December 31, 2022, except as adjusted as provided in Section 2.2 below of this Lease.
- (n) "Exhibits": The following exhibits are attached to this Lease and are incorporated in the Lease by reference:
 - Exhibit A - Legal Description of the Property
 - Exhibit B - Premises
 - Exhibit C - Kellogg Building
 - Exhibit D - CPI Adjustment Schedule
 - Exhibit E - Plans
 - Exhibit F - Landlord Rules and Regulations
 - Exhibit G - Landlord Sign Criteria/Sign Plan and Exterior Sign Location
 - Exhibit H - Form of Ratification Agreement
- (o) "Term" or "Lease Term": The initial term of this Lease ("Term" or "Initial Term") is a period of ten (10) years commencing on the Commencement Date and terminating on the Termination Date, except as may be adjusted as provided in Section 2.2 below. Upon the effective date of any extension of this Lease, the words "Lease Term" or "Term" shall mean the Term as extended by the then in effect applicable Extension Term.
- (p) Tenant's Address for Notice:

(q) Landlord's Address for Notice:

Ramsey County Regional Railroad Authority
Union Depot, Suite 200
214 4th Street East
St. Paul, MN 55101
Attn: Director

(r) Rent Payment Address:

Ramsey County Regional Railroad Authority
c/o Jones Lang LaSalle Americas
Union Depot, Suite ____
214 4th Street East
St. Paul, MN 55101
Attn: General Manager

(s) "Tenant's Use": Tenant shall use the Premises for an office, passenger services, including ticketing and baggage handling, for Tenant's business of intercity passenger bus service, as further described in Section 6 below.

(t) "Security Deposit": None.

TERMS

SECTION 1 - PREMISES AND TERM

1.1. Premises. Landlord hereby leases to Tenant and Tenant hereby takes from Landlord, subject to the terms and conditions of this Lease (including the Data Sheet) and for the Term set forth above, the Premises identified above, together with the right to use in common with other users of Union Depot the Common Areas, all subject to the reasonable rules and regulations supplied by Landlord as adjusted from time to time, as provided in Section 5 below. The initial Rules and Regulations of Landlord are attached to this Lease as Exhibit F.

1.2. Bus Bays. Tenant shall have the non-exclusive right have access to and use at any one time for passenger loading and unloading (and no other purpose) at least two bus passenger loading bays located in the Common Area as shown on attached Exhibit C, and additional bus bays as determined by Landlord as available and not otherwise in use as determined solely by Landlord, all in accordance with the reasonable Rules and Regulations of Landlord.

1.3 Term. The Term (or "Lease Term") of this Lease shall be as set forth above in the Data Sheet, commencing on the Commencement Date set forth above, and shall terminate and expire on the date set forth in the Data Sheet as the Termination Date, except as the Commencement Date or the Termination Date may be modified as provided in Section 2 below, and except if this Lease is sooner terminated as provided in Section 2.2 below, or otherwise.

SECTION 2 – POSSESSION/CONSTRUCTION

2.1. Acceptance of the Premises. Subject to Landlord's completion of Landlord's Work as provided in Subsection 2. 3 below, Tenant takes and accepts the Premises in their "as is" condition, and that Tenant acknowledges that it has inspected the Premises and accepts them in their present condition as suitable for the purposes for which they are leased. Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord, except as may be provided in this Section 2 or elsewhere in this Lease. Except as provided in this Section 2, the taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were at that time in good and satisfactory condition.

2.2 Delivery of Possession. Except as otherwise provided in this Section 2, Landlord shall deliver possession of the Premises on or before the date specified above in the Data Sheet as the Commencement Date. Delivery of possession prior to such Commencement Date shall not affect the Termination Date of this Lease. Failure of Landlord to deliver possession of the Premises by the date provided above for the Commencement Date due to any cause beyond Landlord's control, or time required for construction, delays due to material shortages, strikes, or force majeure, (as provided in Section 26.8 below of this Lease) shall automatically postpone the date of commencement of the Term and shall extend the Termination Date by periods equal to those which shall have elapsed between and including the date specified above for commencement of the Term and the date on which possession of the Premises is delivered to Tenant. Should the commencement of the Rent obligations of Tenant under this Lease occur for any reason on a day other than the first day of a calendar month, then in that event solely for the purposes of computing the Term of this Lease, the Commencement Date of the Term shall become and be the first day of the first full calendar month following the date when Tenant's rental obligation commences, or the first day of the first full calendar month following the Commencement Date set out above in the Data Sheet (if such is other than the first date of a calendar month), whichever date is later, and the Termination Date shall be adjusted accordingly; provided however, that the Termination Date shall be the last day of a calendar month, which date shall in no event be earlier than the Termination Date set out in the Data Sheet. Occupancy by Tenant prior to the beginning of the Term shall in all respects be the same as that of a tenant under this Lease, except that the Commencement Date

for the payment of Base Rent (the "Rent Commencement Date") shall be the earlier of (i) the date Tenant first opens the Premises for business or (ii) the Commencement Date set forth above. If Landlord shall be delayed in delivery of the Premises to Tenant due to any delay caused by Tenant, or a party employed by Tenant or the agent of Tenant, then in such case the Rent shall be accelerated by the number of days of such delay, and the Rent shall commence the same as if occupancy had been taken by Tenant. Prior to the commencement of the Term, Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left on the Premises. By occupying the Premises as a Tenant, or to install fixtures, facilities or equipment, or to perform finishing work, Tenant shall be conclusively deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this Lease, except items which are not in compliance with Exhibit E and for which Tenant has given Landlord a written "punch list" within thirty (30) days of Tenant's first occupancy of the Premises.

2.3 Construction. Plans and/or a description for construction improvements to the Premises are attached hereto as Exhibit E and by this reference incorporated herein (the "Plans"). The Plans have been approved by Landlord and Tenant and are to modify the Premises to accommodate Tenant's Use. The work shown on the Plans is referred to herein as the "Tenant Improvements". Landlord shall be responsible for completing certain of the Tenant Improvements to prepare the Premises to enable Tenant to enter into the Premises and take occupancy thereof for the purpose of installing fixtures and completing other work to complete the preparation of the Premises for Tenant's Use.

2.4 Ratification Agreement. Immediately after Tenant's occupancy of the Premises Landlord and Tenant shall execute a ratification agreement which shall set forth the final Commencement Date and Termination Date for the Term and shall acknowledge delivery of the Premises in the condition required by this Lease substantially in the form of attached Exhibit H ("Ratification Agreement").

SECTION 3 - RENT

3.1. Base Rent. In consideration of the leasing of the Premises, Tenant agrees to pay to Landlord without setoff, deduction or demand, unless specifically provided for herein, at the address set forth in the Data Sheet, or at such other place as Landlord from time to time may designate in writing, Base Rent as set forth in the Data Sheet, commencing on the Commencement Date and continuing on the first day of each and every month thereafter for the next succeeding months during the balance of the Term. If the Term commences on a date other than the first day of a calendar month, Monthly Base Rent for such partial month, as the case may be, shall be obtained by multiplying the number of days in the term within such month by a fraction, the numerator of which is the Annual Base Rent and the denominator of which is 365.

3.2. Additional Rent. In addition to the Base Rent payable by Tenant under the provisions of this Lease, including this Section 3, Tenant shall pay to Landlord Additional Rent, Tenant's Share of Operating Expenses, Real Estate Taxes, and Rental Taxes as hereinafter provided.

3.3 Definitions: For purposes of this Section 3, Landlord and Tenant agree upon the following definitions:

(a) Operating Expenses. The term "Operating Expenses" shall mean and include all expenses incurred with respect to the maintenance and operation of Union Depot, including without limitation the parking areas and parking structures and the Common Areas, as determined by Landlord in accordance with generally accepted accounting principles consistently followed, including, but not limited to the following: insurance premiums; maintenance and repair costs; steam, electricity, water, sewer, gas, and other utility charges; fuel; lighting; window washing; janitorial services; trash and rubbish removal; wages payable to employees of Landlord whose duties are related directly to the operation and maintenance of Union Depot the prorated for time actually spent at the Union Depot and excluding any personnel above the rank of building or property manager of Union Depot; amounts paid to contractors or subcontractors for work or services performed relating directly to the operation

and maintenance of Union Depot; all costs of uniforms, supplies and materials used in direct support of the operation and maintenance of Union Depot; all payroll taxes, unemployment insurance costs, vacation allowances, and the cost of providing disability insurance or benefits, pensions, profit sharing benefits, hospitalization, retirement or other so-called fringe benefits; and any other expense imposed on Landlord, pursuant to law or pursuant to any collective bargaining agreement covering such employees; reasonable attorney's fees and costs in connection with appeal or contest of real estate taxes or valuation or other taxes or levies, and such other expenses as may be ordinarily incurred in the operation and maintenance of Union Depot; and a reasonable management fee in the amount of 4% of all rent and other fees and charges of any kind paid to Landlord for or with respect to Union Depot; and the cost of a management office.

(b) Exclusions from Operating Expenses. The term "Operating Expenses" shall not include any capital improvement to Union Depot; repairs, restoration or other work occasioned by fire, windstorm or other insured casualty; expenses incurred in leasing to or procuring tenants; costs that are separately billed to tenants and for which Landlord receives reimbursement; leasing commissions; expenses for renovating space for new tenants; legal expenses incident to enforcement by Landlord of the terms of any leases (except this Lease); interest or principal payments on any mortgage or other indebtedness of Landlord; and depreciation allowance or expense other than depreciation on equipment. Notwithstanding the foregoing, in the event Landlord installs equipment in or makes improvements or alterations to Union Depot that are for the purpose of reducing energy costs, maintenance costs or other Operating Expenses, or that are required under any governmental laws, regulations, or ordinances and which were not required at the Commencement Date of the Term of this Lease, Landlord may include in Operating Expenses reasonable charges for interest on such investment and reasonable charges for depreciation on the same so as to amortize such investment over the reasonable life of such equipment, improvement or alteration on a straight line basis.

(c) Tenant's Share. The term "Tenant's Share of Operating Expenses" as further provided shall be the total of Tenant's Share of Operating Expenses for the Premises, determined as follows: Tenant's Share of Operating Expenses for the Premises shall mean the percentage the leasable area of the Premises is of the total leasable area of the Kellogg Building with respect to the Operating Expenses for the Kellogg Building, plus (a) the percentage the leasable area the Premises is of the total leasable area of the Kellogg Building with respect to the Operating Expenses of the Union Depot exclusive of the Kellogg Building.

(d) Tenant's Share of Real Estate Taxes. The term "Tenant's Share of Real Estate Taxes" shall mean the Real Estate Taxes, and which shall be paid by Tenant as Additional Rent, as provided in Section 4 below.

3.4 Additional Rent Amount and Adjustment: Notwithstanding the foregoing, Landlord and Tenant hereby agree that the amount of Tenant's Share of Operating Expenses, Real Estate Taxes and Rental Taxes (all of which together are included as Additional Rent) during the first calendar year of the Term, which shall be deemed to be the time period starting the Commencement Date and ending December 31, 2013 shall be calculated at the rate of \$8.0 a square foot for each square foot of leasable area of the Premises. Each calendar year of the term the amount of Additional Rent to be paid by Tenant to Landlord shall be adjusted by the larger of (i) the percentage of increase in the actual amounts incurred with respect to all such amounts included in Additional Rent, and (b) the CPI adjustment calculated in the manner set forth on attached Exhibit D. The adjustment shall be calculated annually in the same manner as the CPI Adjustment is calculated for Base Rent and is referred to as the CPI Adjustment. As to each calendar year of the Term and each partial calendar year during the Term after the initial calendar year, Landlord shall estimate for each such calendar year (i) the total amount of Real Estate Taxes; (ii) the total amount of Operating Expenses, (iii) Tenant's Share of Real Estate Taxes and of Rental Taxes; if any (iv) Tenant's Share of Operating Expenses; (v) the computation of the Additional Rent payable during such calendar year as a result of increases or decreases in all such amounts and the CPI Adjustment. Said estimate shall be in writing and Landlord shall use reasonable

efforts to deliver or mail same to Tenant at the Premises within ninety (90) days of the close of each calendar year. Landlord may adjust such estimates from time to time during the calendar year.

3.5 Payment of Additional Rent Estimates. Tenant shall pay the Additional Rent so estimated, in equal monthly installments, in advance, on the first day of each month during each applicable calendar year during the Term. In the event that said estimate is delivered to Tenant after the first day of January of the applicable calendar year, said amount, so estimated, shall be payable as Additional Rent, in equal monthly installments, in advance, on the first day of each month over the balance of such calendar year, with the number of installments being equal to the number of full calendar months in such calendar year.

3.6 Annual Determination of Additional Rent. Upon completion of each calendar year, Landlord shall determine the actual amount of Additional Rent for such calendar year and deliver a written, itemized certification of the amounts thereof to Tenant. If Tenant has paid less than the amount of Additional Rent due for any calendar year, Tenant shall pay the balance of its Share of the same within twenty (20) days after the receipt of such statement. If Tenant has paid more than the amount so due for any calendar year, Landlord shall, at Tenant's option, either (i) promptly refund such excess, or (ii) credit such excess against the most current monthly installment or installments due Landlord for Base Rent and for Additional Rent estimates. A pro rata adjustment shall be made for a fractional calendar year occurring during the Term of this Lease or any renewal or extension thereof based upon the number of days of the Term of this Lease during said calendar year as compared to three hundred sixty-five (365) days and all additional sums payable by Tenant or credits due Tenant as a result of the provisions of this Section 3 shall be adjusted accordingly.

3.7 Rental Taxes. Further, Tenant shall pay, also as Additional Rent, any tax or excise on rents, gross receipts tax, or other tax, however described, which is levied or assessed against Landlord in respect to the Base Rent, Additional Rent, or other charges reserved under this Lease or as a result of Landlord's receipt of such Rents or other charges accruing under this Lease, all of which shall herein be termed "Rental Taxes"; provided, however, Tenant shall have no obligation to pay net income taxes of Landlord, if any.

3.8 Tenant's Taxes. Tenant shall pay, prior to delinquency, all real and personal property taxes assessed or levied upon its occupancy of the Premises, or upon the trade fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises, and when possible, Tenant shall cause such trade fixtures, furnishing, equipment and other personal property and the Premises to be assessed and billed separately from the property of Landlord ("Tenant's Taxes"). In the event any or all of Tenant's trade fixtures, furnishings, equipment or other personal property, or Tenant's occupancy of the Premises, shall be assessed and taxed with the property of Landlord, Tenant shall, within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's occupancy of the Premises, trade fixtures, furnishings, equipment or other personal property, pay to Landlord the amount set forth in the notice as Tenant's Taxes.

3.9 Payment of Rent. Any installment of Base Rent, Additional Rent, or any other charges to be paid by Tenant accruing under the provisions of this Lease that shall not be paid when due, shall bear interest at the rate of two (2) points over the quoted prime rate of interest charged by U.S. Bank, N.A. (or its successor) per annum from the date when the same is due until the same shall be paid, but if such rate exceeds the maximum interest rate permitted by law, such rate shall be reduced to the highest rate allowed by law under the circumstances. Tenant's covenants to pay the Base Rent and the Additional Rent are independent of any other covenant, condition, provision or agreement herein contained.

3.10 No Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Base Rent and Additional Rent, or other charges (each of which is, and together, are Rent) to be paid by Tenant to Landlord shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease.

3.11 Rent During the Extension Term(s). During an Extension Term, Additional Rent, and all other amounts to be paid by Tenant to Landlord as Rent or otherwise shall be determined in same manner as during the Initial Term, and Base Rent shall be determined as follows: Base Rent during the first two calendar years of the First Extension Term shall be the same amount as during the last calendar year of the Initial Term; Base Rent shall be adjusted by the CPI Adjustment as provided in Exhibit D on January 1 of the second calendar year of the First Extension Term (2025); Annual Base Rent shall be adjusted by the CPI Adjustment as of January 1 of the first and fourth calendar years of the Second Extension Term.

3.12 Late Payments. Tenant recognizes that late payment of any Rent when due or of any other sum due under this Lease will result in administrative expense to Landlord which will be extremely difficult and impractical to ascertain and agrees that if any such amount is not paid within five (5) days when due and payable pursuant to this Lease, a late charge shall be imposed in the amount of \$150.00 and shall be reassessed with respect to each such amount due that is not paid within five (5) days of the due date. The provisions of this Section 3.12 shall not relieve Tenant of the obligation to timely pay Rent or any amount due on or before the date due, nor any of Landlord's remedies under this Lease, including but not limited to, as provided in Section 16 below.

SECTION 4 - TAXES

4.1 Real Estate Taxes. Landlord shall pay all real property taxes and installments of special assessments payable therewith on any of the Union Depot land and improvements payable during the Lease Term and rental taxes (if any) on rentals levied during the term hereof upon the rentals from the Premises. Tenant shall pay Landlord, as Additional Rent, for Tenant's Share of such payments of real property taxes and installments of special assessments, except as allocated to other Tenant's. Tenant's Share of such costs shall be based on the ratio that the leasable area in the Premises bears to the total net leasable area in Union Depot. One-twelfth of a full year's taxes, installments of which are next payable, shall be payable on the first day of each month and added to the monthly rental. This amount may be based on Landlord's reasonable estimate until the actual tax amounts are available and when available an adjustment shall be made and any difference shall be payable based on Tenant's actual share as determined. Tenant's share of such taxes payable in the first and last calendar year of the Lease Term shall be equitably prorated based on the portion of the year included in the Lease Term. Tenant shall pay all personal property and similar taxes on its property in the Premises (e.g. including Tenant's Taxes as provided in Section 3.8 above). If Landlord elects, in Landlord's discretion, to seek a reduction of the real estate taxes payable on the Union Depot, Tenant shall likewise reimburse Landlord for Tenant's share of Landlord's costs in seeking such reduction, including, but not limited to, any fees paid to third parties hired by Landlord to seek such reduction and all reasonable attorneys' fees and legal costs incurred by Landlord in such proceedings.

SECTION 5 - COMMON AREAS

5.1 Common Areas. The term "Common Areas" means that portion of Union Depot now or hereafter available for the common use, convenience or benefit of Landlord, Tenant, other tenants of Union Depot, Landlord's licensees, their employees, customers, and invitees; the general public and the intended users of Union Depot as a mixed use, multi-modal transportation facility, and as determined designated by Landlord (each a "Permitted User" and collectively the "Permitted Users"). The term Common Areas shall include restrooms (as designed by Landlord), parking areas, roadways, walkways, sidewalks, driveways, loading docks and areas, ramps, elevators, streets, stairways, and open and enclosed areas within the Union Depot. Landlord has made no representation as to identity, type, size or number of other tenancies at Union Depot, and Landlord reserves the unrestricted right to change the design or size of Union Depot, the driveways, parking areas, and identity and type of other tenants and add buildings and other structures, provided only that the size of the Premises, reasonable access to the Premises, access to Union Depot for intercity buses, and minimum parking facilities as required by governmental authorities having jurisdiction, shall not be substantially or materially impaired.

5.2 Use of the Common Areas. Landlord grants to Tenant, its employees, customers, and invitees, the non-exclusive right during the Term of this Lease to use the Common Areas from time to time constructed, such use to be common with the Permitted Users (provided, however, that use of the structural elements of Union Depot is reserved to Landlord); and subject to such rules and regulations as may time to time be made by Landlord for the safety, comfort and convenience of the Permitted Users, and as consistent with the use of Union Depot as a mixed use, multi-modal transportation facility, as determined by Landlord (the "Rules and Regulations"). Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their employees, customers, and invitees, to use any part of the Common Areas. The initial Rules and Regulations are attached to this Lease as Exhibit F.

5.3 Landlord to Manage and Operate the Common Areas. Landlord agrees to manage, operate and maintain all Common Areas. The manner in which such areas and facilities shall be maintained and the expenditures therefore shall be at the sole discretion of Landlord, who shall have the right to adopt and promulgate reasonable nondiscriminatory rules and regulations, from time to time, for use of the Common Areas and Union Depot, including the right to designate parking areas for the use of employees of tenants of Union Depot and to restrict such employees from parking areas designated exclusively for customers or the general public. Upon reasonable request by Landlord, Tenant shall furnish a complete list of the names of the Tenant's employees at the Premises who have automobiles and of the license numbers of their automobiles and the license numbers of all motor vehicles operated by Tenant. If any employee of Tenant parks his or her motor vehicle in an area that is designated exclusively for customers or the general public, Landlord may tow that vehicle off the Union Depot, and all costs incurred by Landlord in towing and/or storing the vehicle shall be paid by Tenant to Landlord within 30 days after written notice from Landlord. Landlord shall have the right to use portions of the Common Areas for the purpose of displays, promotions, programs, or other uses which may be of interest to all or part of the general public, and as Landlord determines portions thereof may be used at Landlord's discretion for events open to the public, private receptions and other similar activities. Landlord shall have the right to close portions of the Common Areas from time to time for repairs, to prevent accruing of public rights therein, and for any other legitimate purpose.

SECTION 6 - USE

6.1 Use. The Premises may be used for Tenant's intercity passenger bus business and its operations in connection with that use, which may include ticketing, baggage handling, parcel delivery, passenger loading and unloading, passenger waiting area (as space permits), and for no other purpose. Tenant shall have the right to use in common with other tenants and licensees of Union Depot as determined by Landlord the break room for transit and intercity bus drivers located in the Kellogg Building, which break room shall be subject to modification as determined by Landlord. The use of the break room shall be subject to reasonable rules and regulations as established from time to time by Landlord. Tenant shall have the right, subject to the Rules and Regulations of Landlord, to have passenger and employees access from and to the Premises from the Common Areas of Union Depot, and from and to the bus loading and unloading areas, as shown on attached Exhibit C, and access to the Bus Bays for loading and unloading of the passenger buses operated by Tenant. Tenant agrees to occupy the Premises upon the Commencement Date of the Term and thereafter to continuously operate the entire Premises for Tenant's Use during the Term of this Lease unless prevented from doing so by damage to the Premises, or other similar cause beyond Tenant's control, and to conduct its business at all times in good faith, in a high-grade and reputable manner. Tenant shall promptly comply with all laws, ordinances and regulations affecting the Premises or Tenant's business therein, plus insurance company requirements affecting the cleanliness, safety, use and occupation of the Premises, and including (i) the Americans With Disabilities Act (ADA) as amended or supplemented from time to time, and (ii) all laws, ordinances, and regulations pertaining to the generation, use, storage, removal, and disposal of hazardous substances. Landlord disclaims any warranty that the Premises are suitable for Tenant's Use. Tenant's use of the Premises shall be subject to the reasonable rules and regulations of Landlord as established from time to time including the initial Rules and Regulations attached hereto, provided that if modifications of the Rules and Regulations result in a material conflict with the terms and conditions expressly set forth in this Lease, or materially impair or interfere with Tenant's use of the Premises and its rights and obligations under,

this Lease, (including the attached Rules and Regulations), this Lease and the attached Rules and Regulations shall control.

6.2 Prohibited Uses. Except ordinary business operations of passenger bus service, which shall be subject to the reasonable rules and regulation of Landlord, Tenant shall not, conduct any auction, fire, closing-out or bankruptcy sales in or about the Premises, obstruct the Common Areas or use the same for business or display purposes, abuse Union Depot or any of the fixtures or personal property of Union Depot, use plumbing for any purpose other than that for which constructed; make or permit any loud noise or offensive odor to emit from the Premises; create, maintain or permit a nuisance thereon; do any act tending to injure the reputation of Union Depot; place or permit any radio, television, loud speaker or sound amplifier, or other devices similar to any of the foregoing outside of the Premises or at any place where the same may be seen or heard outside of the Premises (except, however, that Tenant shall be able to use the Union Depot paging system to be provided by Landlord for use in common with other tenants and licensees of Union Depot); where loading and delivery facilities are provided, use or permit to be used entrances for delivery or pick-up of merchandise or supplies to or from the Premises; permit trucks or other delivery vehicles while being used for any such purpose to be parked at any place within Union Depot except at such facilities as are specifically provided for such purpose; nor permit any blinking or flashing light to emit from the Premises.

6.3 Right to Exclude. Landlord reserves the right, without liability to Tenant, to refuse admission to the Union Depot and the Premises outside ordinary business hours to any person who is not known to any watchman or security personnel in charge, or who is not properly identified, to eject any person from the Union Depot whose conduct may be harmful to the safety and interest of Union Depot tenants, invitees, or the public; and to close any part of the Union Depot during any riot or other commotion where person or property may be imperiled.

6.4 Hours of Operation. Tenant shall staff and operate the Premises from 6:00 a.m. through 8:00 p.m. daily and at all additional times when Tenant is providing passenger bus service at Union Depot (including bus arrival and departure). Operational hours (and staffing of the Premises) may increase or decrease or in accordance with seasonal fluctuations as to Tenant's business. Tenant shall provide Landlord, in advance, with copies of Tenant's schedule for passenger bus service at Union Depot. The Premises shall be open for business during all times when the Tenant is using Union Depot for passenger bus loading and unloading.

SECTION 7 – UTILITIES AND SERVICES

7.1 Tenant's Obligations. Tenant shall pay for all electricity, natural gas, water, telephone, and data and communications utilities and services, and sewer services furnished to the Premises, commencing upon the date that Landlord first delivers possession of the Premises to Tenant and continuing thereafter until the expiration of the Term of this Lease. Tenant shall keep the Premises in neat and orderly condition.

7.2 Shared Meter. If Tenant receives utilities through a meter which utilities are also supplied to other tenants of Union Depot, then Tenant shall pay to Landlord as Additional Rent a sum equivalent to Tenant's proportionate share of the total utility meter charges as Tenant's portion thereof. Tenant shall pay Landlord, as Additional Rent, along with Tenant's payment of Monthly Rent, a sum equivalent to Tenant's consumption of said services as computed by Landlord.

7.3 Landlord's Services. Landlord will provide janitorial service in Union Depot and to the Premises, the cost of such services provided to the Premises to be charged to Tenant. Landlord agrees to furnish, at Landlord's expense, heat during the usual heating season and air conditioning during the usual air conditioning season, all during normal business hours as defined in this Lease. Landlord reserves the right to charge Tenant for excessive utilities used in the Premises and excessive utilities used outside of the normal business hours set forth in Section 6.4 above.

7.4 No Liability of Landlord. Landlord shall not be liable in damages or otherwise if the furnishing by Landlord or by any other supplier of any utility or other service to the Premises shall be interrupted or impaired by fire, repairs, accident, or by any causes beyond Landlord's reasonable control.

SECTION 8 – REPAIRS

8.1 Landlord Repairs. Landlord, at its expense, shall keep the foundations and structure of Union Depot and the Common Areas in good repair, and if necessary or required by proper governmental authority, make modifications or replacements thereof, except that Landlord shall not be required to make any such repairs, modifications or replacements which become necessary or desirable by reason of the negligence, gross negligence or willful misconduct of Tenant, its agents, or employees or the misuse or abuse of Union Depot by Tenant, its employees or agents.

8.2. Facilities Serving the Premises. Landlord shall keep and maintain in good repair the heating, ventilating and air conditioning system (HVAC), plumbing, and electrical system serving the Premises at Tenant's expense. Landlord shall, at all times, have access to the items, and may enter upon the Premises for the purpose of repair and maintenance as provided in this Section 8.2. Tenant shall pay the costs and expenses necessary to maintain, repair and replace all utility lines exclusively serving the Premises, including all electrical, data and telecommunications lines serving and within the Premises. Tenant shall, pay a proportionate share as to such items that serve the Premises and additional areas of Union Depot. Tenant's proportionate share of such costs shall be determined by multiplying the total costs incurred by Landlord for said costs by a fraction, the numerator of which shall be the leasable square feet of the Premises, and the denominator of which shall be the leasable square feet of area within the Union Depot served by the item maintained, repaired or replaced as provided in this Section 8.2. Tenant shall pay to Landlord the amounts due as provided in this Section 8.2. as Additional Rent, within thirty days after demand therefore.

8.3 Tenant's Duty of Repair. Tenant shall, during the Term of this Lease, at Tenant's expense, keep the Premises in as good order, condition and repair as they were at the time Tenant took possession of the same, reasonable wear and tear and damage from fire and other casualties excepted, and except for Landlord's obligations as provided in Section 8.1 above. Tenant shall keep the Premises in a neat and sanitary condition and shall not commit any nuisance or waste on the Premises or in, on, or about Union Depot, throw foreign substances in the plumbing facilities, or waste any of the utilities furnished by the Landlord. All uninsured damage or injury to Union Depot caused by Tenant moving furniture, fixtures, equipment, or other devices in or out of the Premises or Union Depot or by installation or removal of furniture, fixtures, equipment, devices or other property of Tenant, its agents, contractors, or employees, due to carelessness, omission, neglect, improper conduct, or other cause of Tenant, its employees, agents, visitors, or licensees, shall be repaired, restored and replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. All repairs, restorations and replacements shall be in quality and class equal to the original work. Except as provided in Sections 8.1 and 8.2 of this Lease, Landlord shall have the right at Tenant's cost and expense, but shall not be obligated, to make repairs, replacements or improvements of any kind upon the Premises, or any equipment, facilities or fixtures therein contained, or other equipment serving only the Premises even if located outside the Premises. If Landlord exercises its rights pursuant to this Section 8.3, Tenant shall reimburse Landlord for costs and expenses incurred hereunder upon demand. Tenant shall permit no waste, damage, or injury to the Premises.

8.4 Exterior of the Premises. Tenant shall not alter the exterior of the Premises in any manner.

SECTION 9 – TRADE FIXTURES, ALTERATIONS, SIGNS, NAME

9.1. Trade Fixtures. Tenant, at its own expense shall purchase, install and maintain in good condition its trade fixtures and shall, except as initially provided by Landlord as shown on the plans, be solely responsible for floor covering, and all interior wall coverings and decorating.

9.2. Alterations. Subject to and except as provided in Section 2 above of this Lease with respect to the work described and as provided for therein, Tenant shall not make any improvements, alterations, additions or installations in or to the Premises without Landlord's prior written consent. Along with any request for Landlord's consent to, and before commencement of, any such work, (the "Work") and before commencement of or delivery to Union Depot of any materials to be used in the Work, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and except when Landlord, its agent or affiliate is the contractor, an indemnification in such form and amount as may be reasonably satisfactory to Landlord. Tenant agrees to defend and hold Landlord harmless from any and all claims and liabilities of any kind and description that may arise out of or be connected in any way with any such Work to the Premises by Tenant. All Work done by Tenant, its agents, employees, or contractors shall be done in such a manner as to avoid labor disputes. Tenant shall pay the cost of all such Work, and also the cost of painting, restoring, or repairing the Premises and the Union Depot occasioned by such Work. Upon completion of the Work, Tenant shall furnish Landlord with contractor's sworn affidavits and full and final waivers of liens, or receipted bills covering all labor and materials expended and used. The Work shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all governmental authorities and shall be constructed in a good and workmanlike manner. Tenant shall permit Landlord to inspect construction operations in connection with the Work. Tenant shall not be allowed, without Landlord's reasonable approval, to perform such Work if such action results or would result in a labor dispute or otherwise would materially interfere with Landlord's operation of Union Depot, or the use of Union Depot by any authorized user, unless such interference is specifically approved by Landlord in each instance. Tenant shall promptly pay all contractors and material-men so as to avoid the possibility of a lien attaching to the Premises. In the event any such lien is filed or notice thereof given to Tenant, Tenant shall, within twenty-four (24) hours of filing of notice, receipt of the lien or notice thereof, give Landlord notice of such lien and Tenant shall, within ten (10) days after the earlier of receiving notice of the lien or the filing of the lien, discharge such lien by payment of the amount due or by providing security guarantying payment the amount due the claimant and in such form and amount as Landlord determines is sufficient in Landlord's sole discretion. Landlord may, at its option, require Tenant to demonstrate its ability to pay for the Work, or require Tenant to furnish such bonds or other security satisfaction of such Work free and clear of all mechanic's and materialmen's liens. Landlord shall have the right to post the Premises in accordance with Minn. Stat. §514.06. Nothing in this Lease shall be construed as consent on the part of the Landlord so as to subject the Landlord's estate in the Premises, or any of Union Depot to any lien or liability under the lien laws of the State of Minnesota.

9.3 ADA. Tenant hereby acknowledges and agrees that it is aware of the requirements set forth in the Americans with Disabilities Act, 42 U.S.C. Secs. 12101-12213 (the "ADA") and warrants that all construction done by Tenant in connection with the terms and conditions of this Lease, both in the first instance and subsequently throughout the Term of this Lease, shall be in compliance with the requirements of the ADA as may be amended from time to time. If the Landlord grants its consent to proposed changes to be made by the Tenant in the Premises, the granting of such consent by the Landlord will not mean that Tenant's proposed changes necessarily comply with the ADA; the question of compliance is Tenant's responsibility. Tenant shall hold Landlord harmless and shall protect and defend Landlord in any cause of action brought against Landlord or to which Landlord is a defendant, arising out of alleged violations of the ADA, wherein, by the provisions of this Lease, Tenant was obligated to and failed to comply with any provision of the ADA.

9.4 Signs. Except to the extent permitted by Landlord's Sign Criteria on attached Exhibit G hereto, as the Sign Criteria may be modified by Landlord from time to time, and except the Sign Plan for the Premises as shown on attached Exhibit G, (the "Sign Plan of the Premises"), Tenant shall not erect or install any exterior window or door signs, advertising media or window lettering or placards or other signs or install any interior window or door signs, advertising media or window or door lettering or placards or other signs without Landlord's prior written consent. Tenant shall not install any exterior light or fixtures, shades or awnings, or make any exterior decoration or painting, or make any changes to the exterior of the Premises. Tenant shall have the right to have an exterior sign at the location shown on attached Exhibit G. Signage specific to the Premises, including for Tenant's ticket booth at the Premises, shall be consistent with the Sign

Plan for Union Depot as to size, format and location, shall conform to all legal requirements, including zoning laws and shall not be installed without the prior written approval of Landlord, which consent shall not be unreasonably withheld. Landlord intends to develop a monument sign for the exterior of Union Depot, directional signage within Union Depot and also bus loading signage and will include therein signage respecting Tenant. Tenant shall provide Landlord with current schedule information consistently with the reasonable requirements of Landlord, as established from time to time, and Landlord will include the information in the Union Depot electronic sign system as established and operated by Landlord in accordance with the procedures and practices as Landlord may establish from time to time.

SECTION 10 - RELEASES AND INDEMNITY

10.1 Tenant's Indemnification. Tenant agrees to indemnify Landlord, its officials, employees, and agents, harmless against and from any and all liability claim, loss, cost, damages, expense or action, by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from Tenant's occupancy or use of the Premises or Union Depot, the execution, performance, or breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, or arising from any act or negligence, gross negligence or willful misconduct on the part of Tenant, or its agents, contractors, employees, licensees, or invitees, or arising from any accident, injury or damage to the extent caused by Tenant, its agents, or employees, to any person, firm or corporation (or similar entity) occurring during the Term of this Lease or any renewal or extension thereof, in or about the Premises, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or action or proceeding which may be brought thereon; and in case any action or proceeding be brought against Landlord, its officials, employees or agents by reason of any such claim, Tenant, upon notice from Landlord, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord.

10.2 Tenant's Waiver. Tenant agrees, to the extent not expressly prohibited by law, that Landlord, its officials, employees and agents shall not be liable and Tenant waives all claims for damage to property and business sustained during the Term of this Lease by Tenant occurring in or about Union Depot, resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Premises, Union Depot, or any part thereof, or from equipment or appurtenances becoming out of repair or from accident, or from any occurrence or act or omission of Landlord, its officials, employees or agents, or any tenant or occupant of Union Depot or any other person, unless caused by the negligence or intentional act of Landlord, its agents or employees. This Section 10.2 shall apply especially, but not exclusively, to damage caused as aforesaid or by the flooding of basements or other subsurface areas, or by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, or other material that is incorporated in Union Depot, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally, whether any such damage results from the act or omission of other tenants, licensees or occupants or users of Union Depot or any other persons, and whether such damage be caused by or result from any of the aforesaid, or shall be caused by or result from other circumstances of a similar or dissimilar nature.

10.3 Tenant's Liability. All property in Union Depot or on the Premises belonging to Tenant, its agents, employees, invitees or otherwise located at the Premises, shall be at the risk of Tenant only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof and Tenant agrees to defend and hold Landlord, its officials, employees and agents harmless and indemnify them against claims and liability for injuries to such property.

SECTION 11 - INSURANCE

11.1 Landlord's Casualty Insurance. Landlord shall, as a portion of Operating Expenses, keep Union Depot insured for the benefit of Landlord in an amount equivalent to the full insurable value thereof (excluding foundation, grading and excavation costs) against (a) loss or damage by fire; and (b) such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect

to buildings and improvements similar in construction, general location, use, occupancy and design to Union Depot including, but without limiting, the generality of the foregoing, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion, law and ordinance, and such other coverage as may be deemed necessary by Landlord, provided such additional coverage is obtainable and provided such additional coverage is such as is customarily carried with respect to buildings and improvements similar in construction, general location, use, occupancy and design to Union Depot.

11.2 Landlord's Liability Insurance. Landlord shall, as a portion of the Operating Expenses, maintain, for its benefit and the benefit of its agent and lender, if any, commercial general liability insurance against claims for personal injury, death or property damage occurring upon, in or about Union Depot.

11.3 Tenant's Insurance. Tenant shall purchase and maintain such insurance as will protect Tenant from claims which may arise out of, or result from, Tenant's operations under this Lease, whether such operations are by Tenant or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions any one of them may be liable. Tenant shall secure the following coverages and comply with all provisions noted below. Certificates of Insurance shall be issued evidencing such coverage to the Landlord throughout the term of this Lease:

(a) Fire and All-Risk Property Insurance.

- i. Coverage shall be written on a replacement cost basis for any personal property and/or improvements or betterments of Tenant at the Premises.
- ii. Tenant hereby waives and releases Landlord, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of Tenant's property resulting from fire or other perils covered in the standard property insurance coverage. Tenant agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against Landlord.

(b) Commercial General Liability Insurance.

- i. Amounts
 1. \$1,500,000 per occurrence.
 2. \$2,000,000 general aggregate.
 3. \$2,000,000 products/completed operations total limit \$1,500,000 personal injury and advertising liability \$5,000 per person medical payment.
 4. \$100,000 fire/legal.
- ii. The policy is to be written as acceptable to the Landlord.
- iii. Landlord and Ramsey County, and their officials, employees and agents, shall be added to the policy as additional insureds, using ISO form CG 20 11 or its equivalent.

(c) Automobile Insurance.

- i. Coverage shall be provided for hired, non-owned and owned auto.
- ii. Minimum limits: \$1,000,000 combined single limit.

(d) Workers' Compensation and Employer's Liability.

i. Workers' Compensation as required by Minnesota Statutes.

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

- (e) All certificates of insurance shall provide that the insurance company gives Landlord thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.
- (f) This Section 11 of this Lease establishes minimum insurance requirements, and it is the sole responsibility of Tenant to purchase and maintain additional insurance that may be necessary in connection with this Lease.
- (g) Certificates of insurance must indicate if the policies are issued pursuant to these requirements. Tenant shall not occupy the Premises until Tenant has obtained the required insurance and filed (an) acceptable Certificates of Insurance with Landlord. Copies of insurance policies shall be submitted to Landlord upon request.
- (h) Nothing in this Lease shall constitute a waiver by the Landlord or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.
- (i) Certificates shall specifically indicate if policy is written with an admitted or non-admitted carrier. Bests' Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

11.4 Mutual Release and Waiver. Notwithstanding any other provision in this Lease, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause-of-action, against the other, (including partners, both general and limited), their agents, officers, directors, and employees, for any personal injuries or property loss or damage that may occur to the Premises, or any improvements thereto, or Union Depot, or any improvements thereto, or any property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard commercial liability, worker's compensation, or fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party hereto, its officials, agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

11.5 Releases. Landlord and Tenant each agree that such policy or policies of insurance for loss or damage by fire or other risks shall permit releases of liability as provided in this Lease and shall include a waiver of subrogation clause as to Tenant and Landlord respectively.

SECTION 12 – FIRE OR OTHER CASUALTY

12.1 Total Destruction. If Union Depot is totally destroyed by any fire or other casualty and Landlord elects not to repair or restore Union Depot, or if Landlord elects not to repair or restore Union Depot in such manner as to be suitable for use as a facility for intercity passenger bus service, this Lease shall terminate and Landlord and Tenant shall have no obligations to each other effective as of the date of the damage or destruction. Landlord shall provide Tenant with notice of its election hereunder within 180 days of the date of the damage or destruction. In the event that Landlord elects to repair or restore Union Depot in such manner as to be suitable for intercity passenger bus service, the repair or restoration shall include the Premises, or such space as is reasonably equivalent in all material respects for Tenant's Use, at the expense of Landlord, , and the Rent shall abate until the Premises or equivalent space is delivered to Tenant in such condition that Tenant may resume its intercity passenger bus service at Union Depot.

12.2 Partial Damage to Union Depot. If the Premises are substantially destroyed or rendered wholly untenable for Tenant's Use, Union Depot is not totally damaged or destroyed, Landlord is able to provide Tenant with alternative space within Union Depot for Tenant's Use and Union Depot is suitable as a location for Tenant to provide intercity passenger bus service, Landlord shall promptly restore the Premises at Landlord's expense and Rent shall abate until the restored Premises are delivered to Tenant, unless Landlord does not complete the restoration within 270 days of the damage, in which event Tenant may terminate this Lease upon 90 days written notice to Landlord and if Landlord does not deliver the restored Premises within 30 days of the date of Tenant's notice of termination. If the Premises are partially damaged or destroyed and the remainder is tenable for Tenant's Use, Landlord shall promptly repair the damage and restore the Premises to the condition existing immediately before the damage or destruction and Rent shall abate proportionately with the area of the Premises that is rendered untenable. Landlord's obligation to repair or rebuild as proved in this Section 12 of this Lease shall exclude leasehold improvements, except as installed by Landlord prior to the Commencement Date. In no event in the case of any such damage or destruction shall Landlord be required to repair or replace Tenant's stock in trade, leasehold improvements installed by Tenant, or fixtures, furniture, furnishings or floor coverings and equipment of Tenant or installed by Tenant. In the event the Premises are repaired or restored as provided in this Section 12, Tenant covenants to make such repairs and replacements of all such items which are not the responsibility of Landlord as provided in this Section 12.2 and to furnish Landlord, on demand, evidence of insurance assuring its ability to do so.

SECTION 13 - EMINENT DOMAIN

13.1 Total Taking. If the whole of the Premises shall be taken under the power of eminent domain or purchased in lieu of condemnation thereof, then the Term of this Lease shall terminate as of the day possession shall be taken and the Rent shall be paid up to that date.

13.2 Partial Taking. If any of the Premises shall be taken under the power of eminent domain, then Landlord or Tenant shall have the right either to terminate this Lease, or, subject, in the case of Tenant, to Landlord's rights of termination as set forth in this Section 13.2, to continue in possession of the remainder of the Premises upon notice in writing to the other party hereto within thirty (30) days after such taking of possession. In the event this Lease is not terminated pursuant to Section 12.2 of this Lease, all of the terms herein provided shall continue in effect except that the Rent shall be equitably abated as to any portion of the Premises so taken and Landlord shall make all necessary repairs or alterations to the extent provided in Section 13.2. In the event that as a result of any such taking, Union Depot is not suitable for use for intercity passenger bus service, Landlord shall have the right to terminate this Lease as of the day possession shall be taken by giving Tenant written notice of termination within thirty (30) days after the taking of possession by such public authority.

13.3 Award. The entire award for the taking of the fee and leasehold shall belong to Landlord, but Landlord shall not be entitled to any award made to Tenant for Tenant's trade fixtures or for relocation and moving expenses.

SECTION 14 - ASSIGNMENT AND SUBLETTING

14.1 Limitation on Assignment/Subletting. Tenant shall not assign, sublease, mortgage, pledge or in any manner transfer this Lease or any interest therein, or the Premises or any part or parts thereof, nor permit occupancy by anyone without the prior written consent of Landlord. Consent by Landlord to one or more assignments sublettings or other transfer of the Premises or this Lease shall not operate as a waiver of Landlord's rights under this Section. No assignment shall release Tenant of any of its obligations under this Lease or be construed or taken as a waiver of any of Landlord's rights hereunder. If Tenant (or its permitted assignee, subtenant or successor is a corporation, partnership, limited liability corporation or other entity, any transfer of the controlling interests in Tenant shall be deemed to be an assignment requiring Landlord's

consent. The acceptance of Rent from someone other than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease or as consent to any assignment or subletting of the Premises.

14.2 Effect of Bankruptcy on Assignment. Neither this Lease nor any interest therein, shall pass to any trustee or receiver in bankruptcy, or any assignee for the benefit of creditors, or by operation of law.

SECTION 15 - ACCESS TO PREMISES

15.1 Landlord Access. Landlord shall have the right to enter upon the Premises immediately in the event of emergency and during all business hours for the purpose of inspecting the same or of making repairs, additions or alterations thereto or to Union Depot or for the purpose of exhibiting the same to prospective tenants, purchasers or others. At any time 90 days or less before the expiration of the Term, Landlord may install and maintain a sign in the premises that advertises the Premises as being available for Lease. Landlord shall not be liable to Tenant in any manner for any expense, loss, or damage by reason thereof, nor shall exercise of such rights be deemed an eviction or disturbance of Tenant's use or possession. Landlord shall have the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises and serving other parts of the Union Depot in locations which will not materially interfere with Tenant's use of the Premises. Landlord or its employees or agents shall have the right to enter the Premises at any reasonable time or times for the purpose of inspection, cleaning, repairs, altering, or improving the same but nothing contained herein shall be construed as imposing any obligation on Landlord to make any repairs, alterations or improvements that are the obligation of Tenant.

SECTION 16 - DEFAULT OF TENANT AND REMEDIES

16.1 Events of Default. Any one of the following events shall constitute an "Event of Default":

- (a) Tenant shall fail to pay any monthly installment of Rent, or timely pay any Rent or any monies due from Tenant to Landlord, and such default shall continue for a period of ten (10) days after the due date;
- (b) Tenant shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant, and such default shall continue for thirty (30) days after notice from Landlord, except that if such default cannot with due diligence be cured within a period of thirty (30) days, if Tenant fails to proceed promptly after said notice and with all due diligence to commence to cure the same and thereafter to prosecute the curing of such default with all due diligence, it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Tenant is to cure the same shall be extended for such period as may be reasonably necessary to complete the same with all due diligence but not to exceed ninety (90) days.
- (c) Tenant shall have filed a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee for it or its property, or any similar petition, or shall have made an assignment for the benefit of creditors, or an order for relief shall have been entered in any proceeding under the Federal Bankruptcy Code in which Tenant is named as debtor.
- (d) Any involuntary petition of the type or similar to those referred to in Section 16.1 of this Lease shall have been filed against Tenant and shall not be vacated or withdrawn within sixty (60) days after the date of filing thereof.
- (e) Tenant shall have abandoned the Premises, or shall not operate the Premises in the manner provided in Section 6 above of this Lease.

16.2 Right of Landlord to Terminate the Lease. If an Event of Default shall have occurred and be continuing, Landlord may, at its sole option, by written notice to Tenant, terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights under this Section 16.2.

16.3 Repossession. If an Event of Default shall have occurred and be continuing, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Premises (said repossession being hereinafter referred to as "Repossession"), by summary proceedings, ejectment, or otherwise, and may remove Tenant and all other persons and property from the Premises at Tenant's sole cost and expense.

16.4 Reletting. From time to time after Repossession of the Premises, whether or not this Lease has been terminated, Landlord may, but shall not be obligated to, attempt to re-let the Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Lease Term) and on such provisions (which may include concessions or free rent) and for such uses as Landlord, in its absolute discretion may determine, and may collect and receive the rent therefore. Any rent received shall be applied against Tenant's obligations hereunder, but Landlord shall not be responsible or liable for any failure to collect any rent due upon any such re-letting.

16.5 Obligations of Tenant. No termination of this Lease pursuant to Section 12 and no Repossession of the Premises pursuant to Section 16.3 or otherwise shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises shall have been re-let, Tenant shall pay to Landlord the Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession, including interest, late fees, and thereafter, until the end of what would have been the Lease Term in the absence of such termination or Repossession, Tenant shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Rent and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant to the provisions of Section 16.4 after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the fixed annual rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day. Landlord shall have the election in place of holding Tenant so liable forthwith to recover against Tenant as damages for loss of the bargain and not as a penalty, an aggregate sum which at the time of such termination of this Lease or of such recovery of possession of the Premises by Landlord, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the Rent and all other charges payable by Tenant hereunder that would have accrued for the balance of the Initial Term, or any Extension Term, as the case may be, over the then present worth of the fair market rents and all other charges for the Premises for the balance of such term.

16.6 Legal and other expenses. In addition to all other remedies of Landlord, Landlord shall be entitled to reimbursement upon demand of all reasonable attorneys' fees incurred by Landlord in connection with any Event of Default.

16.7 Remedies upon Insolvency. If this Lease shall terminate by reason of the bankruptcy or insolvency of Tenant, as above set forth, Landlord shall be entitled, notwithstanding any other provisions of this Lease or any present or future law, to recover from Tenant or Tenant's estate (in lieu or the equivalent of the amount of all rent unpaid at the time of such termination) as damages for loss of the bargain, and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the excess, if any, of the then present worth of the aggregate of the Rent and other charges payable by Tenant hereunder that would

have accrued for the balance of the Term, as the case may be, over the then present worth of the fair market rents and all other charges for the Premises for the balance of the initial term or any renewal term, as the case may be, unless any statute or rule of law prohibits such remedy. Nothing herein contained shall limit or prejudice Landlord's right to prove and obtain as liquidated damages arising out of such breach or termination the maximum amount allowed by any such statute or rule of law which may govern the proceedings in which such damages are to be proved whether or not such amount be greater, equal to, or less than the amount of the excess of the then present worth of the Rent and all other charges reserved herein over the then present worth of the fair market rents and all other charges, referred to above.

16.8 Right of Landlord to Cure Default by Tenant. In the event of any breach hereunder by Tenant, Landlord may immediately or at any time thereafter, without notice, cure such breach for the account and at the expense of Tenant. If Landlord at any time by reason of such breach, is compelled to pay, or elects to pay, any sum of money or do any act which will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees, the sum or sums so paid by Landlord, with interest thereon at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less, from the date of payment thereof, shall be deemed to be due from Tenant to Landlord on the first day of the month following the payment of such respective sums or expenses.

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

SECTION 17 - SURRENDER OF POSSESSION/HOLDING OVER

17.1 Surrender. At the expiration of the Term, whether by lapse of time or otherwise, Tenant shall surrender the Premises in good condition and repair, reasonable wear and tear and loss by fire or unavoidable insured casualty excepted. If the Premises are not surrendered at the end of the Term or the sooner termination thereof, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises. Tenant shall promptly surrender all keys for the Premises to Landlord at the place then fixed for payment of Rent.

17.2 Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, it shall be deemed to occupying the Premises as a tenant at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable; provided, however, that the Base Rent required to be paid by Tenant during any holdover period shall be twice the amount of the Base Rent set forth above. No unauthorized holding over shall operate to renew or extend this Lease and Tenant shall indemnify Landlord against all claims for damages of any kind resulting from the holdover.

17.3 Removal of Alterations. Upon the expiration of the Lease Term, whether by lapse of time or otherwise, if Landlord so requires in writing, Tenant shall promptly remove any alternations, additions, improvements and fixtures other than trade fixtures placed in the Premises by Tenant and designated in said request, and repair any damage occasioned by such removals at Tenant's expense, and in default thereof, Landlord may affect such removals and repairs, and Tenant shall pay Landlord the cost thereof, with interest at the rate of twelve percent (12%) per annum, or the highest rate permitted by law, whichever is less, from the date of payment by Landlord.

SECTION 18 - SUBORDINATION

18.1 Subordination. Tenant agrees that this Lease shall be subordinate to any mortgages that may are now or hereafter be placed upon the Premises or Union Depot and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements, and extensions thereof provided that the mortgagee thereunder shall agree to recognize Tenant's rights hereunder as long as Tenant is not in default beyond the period allowed for cure hereunder. Tenant further agrees that upon notification by Landlord to Tenant, this Lease shall be or become prior to any mortgages that may heretofore or hereafter be placed on the Premises or Union Depot. Tenant shall execute and deliver whatever instruments and financial statements as requested by the mortgagee as may be required for the above purposes, and failing to do so within ten (10) days after demand in writing, does hereby make, constitute, and irrevocably appoint Landlord as its attorney-in-fact and in its name, place, and stead so to do.

18.2 Attornment. Tenant shall, upon demand, in the event any proceedings are brought for the foreclosure of, or in the event of an exercise of a power of sale under any mortgage, or other financing instrument made by Landlord covering the Premises, in writing to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

SECTION 19 - NOTICES

Whenever under this Lease, provision is made for notice of any kind, such notice shall be in writing and shall be deemed sufficient to Tenant if actually delivered to Tenant or sent by registered or certified mail, return receipt requested, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for such purpose, and to Landlord if actually delivered to Landlord or if sent by registered or certified mail, return receipt requested, postage prepaid, to the Landlord at the address furnished for such purpose or to the place then fixed for the payment of Rent. If the holder of record of any mortgage covering the Premises shall have given prior written notice to Tenant that it is the holder of said mortgage and such notice includes the address at which notices to such mortgagee are to be sent, then Tenant agrees to give to such party or parties notice simultaneously with any notice given to Landlord to correct any default of Landlord and agrees that such party or parties shall have the right, within thirty (30) days after receipt of said notice, to correct or remedy such default before Tenant may take any action under this Lease by reason of such default.

SECTION 20 - ESTOPPEL STATEMENTS

Within ten (10) days after request therefore by Landlord, Tenant shall provide an estoppel statement in recordable form to any proposed mortgagee or purchaser of the Union Depot or any part thereof, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and there are no defenses or offsets thereto, or stating those claimed by Tenant and certifying to such other matters as such party shall reasonably require. In the event Tenant refuses to execute and deliver said statement, or fails to do so in a timely manner, Landlord shall have the right to, as attorney-in-fact for Tenant to make such a statement, Tenant hereby constituting and irrevocably appointing Landlord its attorney-in-fact for such purpose. Landlord's mortgage lenders and purchasers shall be entitled to rely upon any statement so executed pursuant to this Section 20.

SECTION 21 - QUIET ENJOYMENT

Landlord covenants that it has full right and authority to enter into this Lease for the full Term hereof. Landlord further covenants that Tenant, upon performing the covenants and agreements of this Lease to be performed by Tenant, will have, hold and enjoy quiet possession of the Premises.

SECTION 22 – SECURITY INTEREST

Tenant hereby grants to Landlord a security interest in all goods, chattels, fixtures and personal property belonging to Tenant, which now or may hereafter be placed in the Premises to secure all Rents due hereunder and all other covenants obligations of Tenant hereunder. In the event there is a security interest in said property which security interest is paramount and superior to the security interest herein created, Landlord may satisfy said paramount security interest and all sums paid in satisfying said security interest will be considered additional sums owned Landlord by Tenant hereunder. Tenant hereby acknowledges receipt of a true, full and complete copy of this Lease. Landlord, in the event of a default by Tenant of any covenant or condition herein contained, may exercise, in addition to any rights and remedies herein granted, all the rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. Tenant agrees upon request of Landlord to execute and deliver to Landlord a financing statement evidencing such security interest. A copy of this Lease may be filed as a financing statement.

SECTION 23 – RELATIONSHIP TO THE PARTIES

It is agreed that nothing contained in this Lease is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting Tenant as the agent or employee of Landlord for any purpose or in any manner whatsoever. Tenant, its employees, agents, and its representatives are not employees of Landlord.

SECTION 24 – DATA AND AUDIT

24.1 Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of Tenant's performance of this Lease is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and 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. Tenant shall take all reasonable measures to secure the computers or any other storage devices in which any Landlord data, if any, is contained or which are used to access Landlord data for Union Depot.

24.2 Audit. Until the expiration of six (6) years after the termination of this Lease, Tenant, upon written request, shall make available to Landlord, the State Auditor or Landlord's ultimate funding sources, a copy of this Lease and the books, documents, records and accounting procedures and practices of Tenant relating to this Lease.

SECTION 25 – WASTE REDUCTION

Tenant 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 Lease 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.

SECTION 26 – OTHER GENERAL

26.1 Equal Employment Opportunity. Tenant 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 Tenant shall furnish a written affirmative action plan.

26.3 Prevailing Wage. With respect to any alteration to the Premises or any service to maintain the Premises obtained or contracted by Tenant, Tenant and its contractors and subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction. For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42. Pursuant to Minnesota Statutes §177.41 to §177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

26.4 Respectful Workplace and Violence Prevention. Tenant shall make all reasonable efforts to ensure that the Tenant's employees, officials, contractors and subcontractors do not engage in violence while performing under this Lease. Violence, as defined in the Ramsey County Respectful Workplace and Violence Prevention Policy, means 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.

26.5 Cumulative Remedies and Non-Waiver. The various rights and remedies contained in this Lease shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act. The acceptance by the Landlord of any non-conforming performance or fulfillment of conditions or obligations under the terms of this Lease or the foregoing by the Landlord of any of the rights or remedies arising under the terms of this Lease shall not constitute a waiver of Landlord's right to conforming performance or fulfillment of conditions or obligations or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Lease. The rights and remedies of the Landlord provided or referred to under the terms of this Lease are cumulative and not mutually exclusive.

26.6 Headings. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.

26.7 Binding Effect of Lease. The covenants, agreements contained in this Lease, shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant and its successors and assigns. Landlord, at any time and from time to time, may make an assignment of its interest in this Lease, and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

26.8 Force Majeure. Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. The

provisions of this Section 26.8 shall not operate to excuse Tenant from prompt payment of Rent, Additional Rent, or other monetary payments required by the terms of this Lease.

26.9 Memorandum of Lease. Upon request by Tenant, Landlord shall execute and deliver a memorandum of lease in recordable form setting forth the existence of this Lease and the Term (including option to extend the Term) ("Memorandum") and Tenant may elect to record the Memorandum in the real estate records of Ramsey County, Minnesota.

26.10 Acceptance of Payment. No payment by Tenant or receipt by Landlord of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance due or pursue any other remedy provided in this Lease.

26.11 No Brokerage. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except as listed below, and each of the parties agrees to indemnify the other against and hold the other harmless from, all liabilities arising from any such claim for which such party is responsible.

26.12 Unenforceability. Unenforceability of any provision contained in this Lease shall not affect or impair the validity of any other provision of this Lease.

26.13 Compliance with Law. Tenant 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 Tenant's performance of the provisions of this Lease. It shall be the obligation of Tenant to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for Tenant to be able to operate its business and provide any services to be provided by Tenant.

26.14 Other Indebtedness. If Tenant is now obligated, or hereafter becomes obligated, to pay Landlord any sum of money according to one or more promissory notes or other agreements between Landlord and Tenant, any default by Tenant in the prompt payment of such sum shall also constitute a monetary default by Tenant under this Lease.

26.15 No Breach of Other Agreements. Tenant hereby covenants, warrants and represents that by executing this Lease and by the operation of the Premises under this Lease, it is not violating, has not violated and will not be violating any restrictive covenant or agreement contained in any other Lease or contract affecting Tenant or any affiliate, associate or any other person or entity with whom or with which Tenant is related or connected financially or otherwise. Tenant hereby covenants and agrees to indemnify and save harmless Landlord, any future owner of the fee or any part thereof of Union Depot, and any mortgagee thereof against and from all liabilities, obligations, damages, penalties, claims, costs and expenses, including attorneys' fees, paid, suffered or incurred by them or any of them as a result of any breach of the foregoing covenant. Tenant's liability under this covenant extends to the acts and omissions of any subtenant, and any agent, employee, or licensee of any subtenant of Tenant.

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

26.17 Execution of Lease by Landlord and Entire Agreement. The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and Tenant. This Lease constitutes the entire agreement between the Parties and supersedes all prior

oral and written agreements regarding the subject matter hereof, and this Lease may be modified or altered only by an agreement in writing between Landlord and Tenant and no act or omission of any employee or agent of Landlord or of Landlord's broker, if any, shall alter, change or modify any of the provisions of this Lease unless an alteration, variation, modification or waiver of or provisions of this Lease is reduced to writing and duly signed by both parties.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first above written.

LANDLORD:

TENANT:

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

JEFFERSON PARTNERS, L.P.

Jim McDonough, Chair

By: _____

Date: _____

Name: _____

Its General Partner

Date: _____

Timothy A. Mayasich, Director

Date: _____

Approved as to form and insurance:

By: _____
Assistant Ramsey County Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 2, 3, 4, 6, 7, 8, 10, 11, 13, 15, 17, 18, 19, 20, 22 and 25, Block 1, St. Paul Union Depot, according to the recorded plat thereof, Ramsey County, Minnesota.

Part of the above being registered land as evidenced by Certificate of Title No. 566973

NOTE: The Torrens portion being more particularly described as follows: That part of Lot 1, Block 1, St. Paul Union Depot, overlying the following described property: All that part of Lot 3, Block 28, St. Paul Proper, included within the following boundaries, to-wit: Commencing at a point on the Northwestern line of Lot 3 100.37 feet Southwesterly from the Northeasterly corner of Lot 1, Block 28, St. Paul Proper; thence Southeasterly a distance of 100.26 feet to a point on the Northwestern line of the alley shown in red upon a map or plat in the office of the Register of Deeds of Ramsey County, Minnesota, in "N" of Plans page 2, (which point is 100.90 feet Southwesterly from the Northeasterly line of said Lot 1, Block 28,) thence Southwesterly to a point in the Westerly line of said Lot 3 100.35 feet Southeasterly from the Northwestern corner of said Lot 3; thence Northwesterly along the Westerly line of said Lot 3 to the Northwestern corner thereof; thence Northeasterly along the Northwestern line of said Lot 3 to point of beginning.

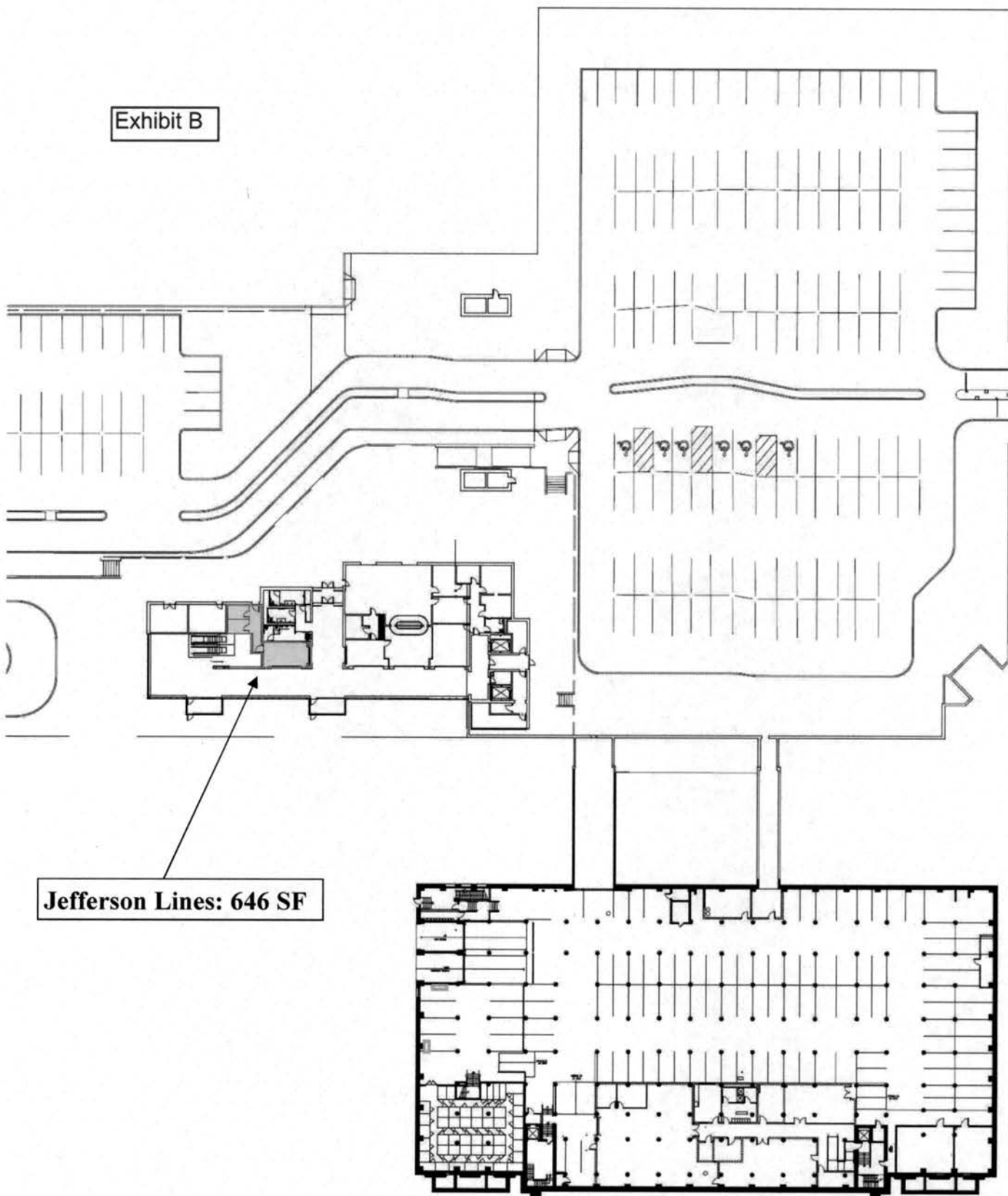
"Fit Parcel"

Lot 9, Block 1, St. Paul Union Depot

"Leone Parcel"

Lots 16 and 21, Block 1, St. Paul Union Depot, Ramsey County, Minnesota, together with rights in declaration filed December 31, 2007 as Document Number 4072565.

Exhibit B



Jefferson Lines: 646 SF

0 35 70



UNION DEPOT
ST. PAUL, MINNESOTA

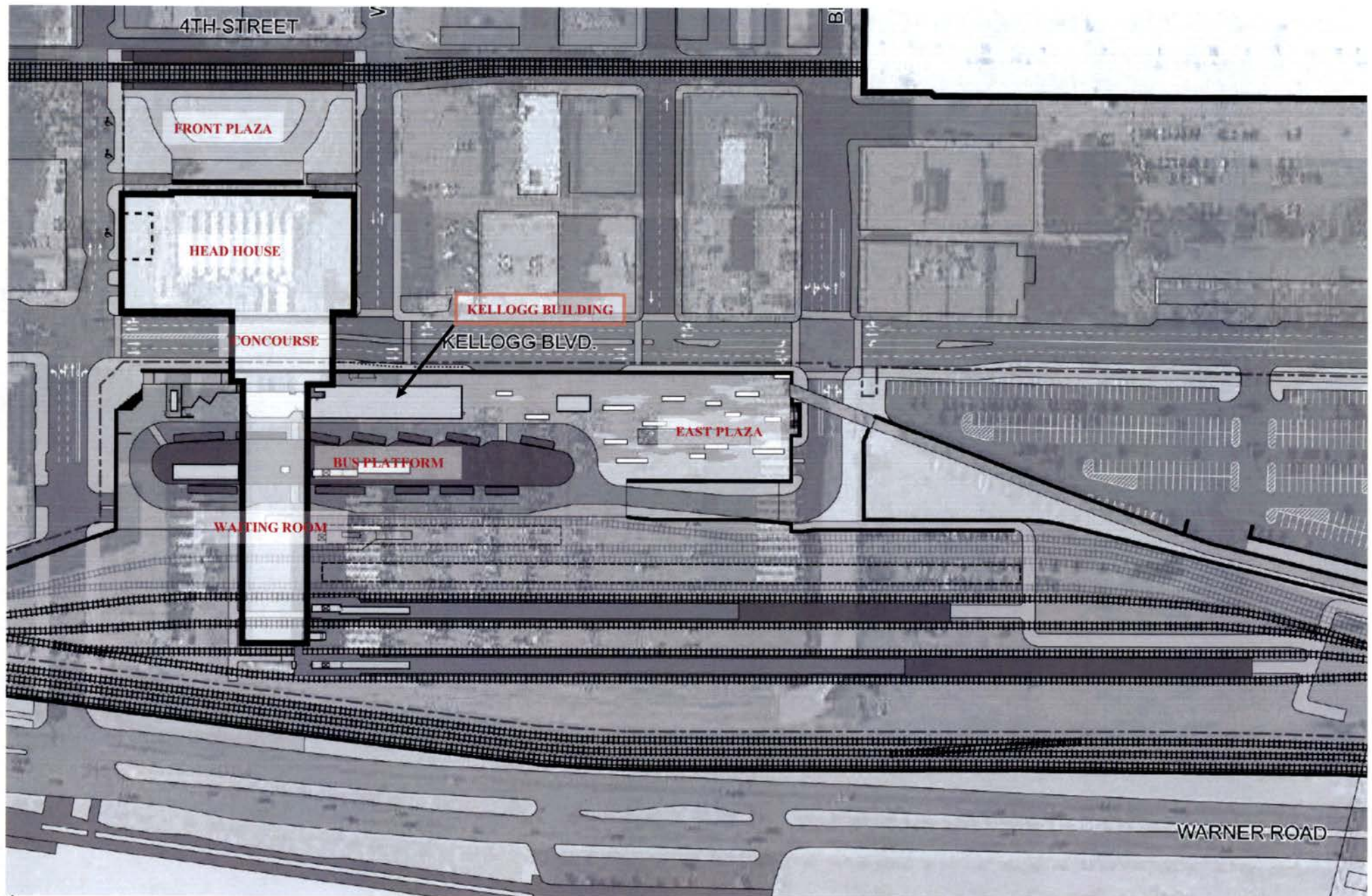


Exhibit D

CPI Adjustment Calculation

For the purposes adjusting Rent (Base and/or Additional Rent) by the Consumer Price Index as provided in Section 3 or otherwise of the Lease, the following applies:

(a) **Definitions.** The following definitions apply:

- (1) The term "Base Year" means the year in which the Commencement Date occurs.
- (2) The term "Consumer Price Index" or "CPI" means the U.S. Bureau of Labor Statistics Consumer Price Index for all Urban Consumers in the United States, (1982-84=100), all items, or any renamed index covering the United States area or any other successor or substitute index appropriately adjusted.
- (3) The term "Base Index" means the Consumer Price Index in effect during the Base Year, or the date immediately preceding the Change Date.
- (4) The term "Change Date" means the date of the third anniversary of the Commencement Date, and every third year of the Lease thereafter.

(b) **Adjustment of Base Rent.** Effective on the Change Date, the Annual Base Rent payable shall be adjusted as follows:

The adjustment of Base Rent, defined in Article (i) of the Data Sheet, is based on the percentage increase of the Consumer Price Index from the Commencement Date to the Change Date (the "Percentage Increase"). In the event that the Consumer Price Index on the Change Date exceeds the Base Index, then the Base Rent will be multiplied by the Percentage Increase, and such sum will be the new adjusted Base Rent effective as of the Change Date. In no event will Base Rent be adjusted to be lower than it was in the immediately preceding period.

(c) **Formula.** The following illustrates the intentions of the parties hereto as to the computation of the adjustment of Annual Base Rent.

$$\frac{\text{Current CPI} - \text{Base Index}}{\text{Base Index}} \times \text{Base Rent} + \text{Base Rent} = \text{Adjusted Base Rent}$$

(d) **Forecasted Adjustments.** The adjustments will occur on the following dates during the initial Term of the Lease:

January 1, 2016, January 1, 2019, January 1, 2022

The adjustments will occur during the following dates of the Extension Terms of the Lease:

January 1, 2025, January 1, 2028, January 1, 2031

Exhibit E

Plans

(To be added)

[Exhibit F]

UNION DEPOT

RULES AND REGULATIONS

December 7, 2012

1. The sidewalks, entrances, passages, lobbies, plazas, elevators, escalators, stairways, vestibules, corridors, halls and other public portions of the Building ("Public Areas") and the corridors in the Basement of the Building shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from its Premises, and no tenant shall permit any of its employees, agents, licensees or invitees to congregate or loiter in any of the Public Areas. No tenants shall invite to, or permit to visit its Premises, persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the Public Areas. Fire exits and stairways are for emergency use only, and they shall not be used for any other purposes by any tenant, or the employees, agents, licensees or invitees of any tenant. Landlord reserves the right to control and operate, and to restrict and regulate the use of the Public Areas and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including the right to designate an elevator for delivery service, and the right to designate which Building entrances shall be used by persons making deliveries in the Building. No doormat or any kind whatsoever shall be placed or left in any public hall or outside any entry door of the Premises. Tenant shall not place objects against glass partitions or doors or windows which would be unsightly from the covered pedestrian space, or passageways, or from the exterior of the Building, and will promptly remove the same upon notice from Landlord.
2. Without the consent of Landlord, (a) no awnings or other projections shall be attached to the exterior side of any walls of the Premises, and (b) no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner approved by Landlord. In order that the Building can and will maintain a uniform and high quality appearance to those persons outside of the Premises, each tenant shall, in areas where lighting is visible from the outside of its Premises, use only lighting which has been previously approved by Landlord, and, in window areas, use only blinds which have previously been approved by Landlord.
3. Tenant agrees that all receiving and delivery of goods and merchandise and all removal of merchandise, supplies, equipment, garbage, trash, rubbish and refuse shall be made only by way of the areas provided therefore by Landlord and in accordance with procedures and at the hours specified, from time to time, by Landlord. Garbage, trash, rubbish and refuse shall be kept in a sanitary and adequate closed container so as not to be visible to the public.
4. Neither the sashes, sash doors, skylights or windows that reflect or admit light and air into the halls, passageways, or other public places in the Building, nor the heating, ventilating and air conditioning vents and doors shall be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills. Tenant shall have no right to remove or change shades, blinds or other window coverings within the Premises without Landlord's consent.
5. No showcases or other articles shall be put by Tenant in front of or affixed to any part of the exterior of the Building, nor placed in the Public Areas.

6. No acids, vapors or other materials harmful to the waste lines, vents or flues shall be discharged, or permitted to be discharged, into the waste lines, vents or flues of the Building. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be thrown or deposited therein. Nothing shall be swept or thrown into the Public Areas or other areas of the Building, or into or upon any heating or ventilating vents or registers or plumbing apparatus in the Building, or upon adjoining buildings or land or the street. The cost of repairing any damage resulting from any misuse of such fixtures, vents, registers and apparatus and cost of repairing any damage to the Building, or to any facilities of the Building, or to any adjoining building or property, caused by any tenant, or the employees, agents, concessionaires, licensees, customers or invitees of such tenant, shall be paid by such tenant.
7. No tenant shall mark, paint, drill into, or in any way deface, any part of its Premises or the Building, except with the written consent of, and as directed by, Landlord. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of, and as directed by, Landlord. No telephone, telegraph or other wires or instruments shall be introduced into the Building by any tenant except in a manner approved by Landlord. No tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the Premises and, if tile or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited,
8. No bicycles, vehicles, animals (except seeing eye dogs or pets of condominium owners), fish or birds of any kind shall be brought into, or kept in or about, the Premises or the Building,
9. No noise, including music, the playing of musical instruments, recordings, radio or television, which, in the sole judgment of Landlord, might disturb other tenants or persons in the Structure or the operations thereof, shall be made or permitted by any tenant; provided, however, the foregoing shall constitute an Immediately Remedial Condition which if immediately cured by Tenant upon Landlord's request, the occurrence of such noise shall not constitute a default under the Lease. Nothing shall be done or permitted by any tenant which would impair or interfere with the use or enjoyment by any other tenant or persons of any other space in the Structure.
10. Nothing shall be done or permitted in the Premises or the Building, and nothing shall be brought into, or kept in or about the Premises or the Building, which would impair or interfere with any of the Building Equipment or the services of the Building or the proper and economic heating, cleaning or other services of the Building or the Premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment or interference. No tenant, the employees, agents, concessionaires, licensees, customers or invitees of any tenant, shall at any time bring or keep upon its Premises or other area of the Building any highly inflammable, combustible (which shall not be deemed to include newsprint) or explosive fluid, chemical or substance.
11. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the public areas by any tenant nor shall any changes be made in locks or the mechanism thereof, without Landlord's consent. Duplicate keys for the Premises and toilet rooms shall be procured only from Landlord and Landlord may make a reasonable charge therefore. Each tenant shall, upon the expiration or sooner termination of the Lease of which these Rules and Regulations are a part, turn over to Landlord all key to stores and offices furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys furnished by Landlord, such Tenant shall pay to Landlord the cost of replacement locks.
12. All removals, or the carrying in or out of any safes, freight, furniture, packages, boxes, crates or any other object or matter of any description shall take place only during such hours and in such manner as Landlord may from time to time determine, which may involve overtime work for Landlord's employees. Tenant shall reimburse

Landlord for extra costs incurred by Landlord including cost of such overtime work. Landlord reserves the right to inspect all objects and matter to be brought into the Building and to exclude from the Building all objects and matter which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. Landlord may install, maintain and discontinue such security measures and systems as Landlord deems appropriate (and Landlord agrees not to discriminate solely against Tenant in Landlord's determination to discontinue security measures and systems), but the establishment and enforcement thereof shall not impose any responsibility on Landlord for the protection of any tenant against any injury to a tenant or to any other person, or for any damage to, or loss of; any of tenant's personal property or of the property of any other person. Landlord shall in no way be liable to any tenant for damages or loss arising from the admission, exclusion or ejection of any person to or from the Premises or the Building under the provisions of this Rule 12 or of Rule 14 hereof.

12.a There shall not be used in any space, or in the Public Areas either by any tenant or by others, in the moving or delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material or any other matter or thing, any hand trucks except those equipped with rubber tires, side guards and such other safeguards as Landlord shall require. No hand trucks shall be used in passenger elevators.

13. Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in the judgment of Landlord, is inconsistent with approvals required by historic agencies or tends to impair the appearance or reputation of the Structure or the desirability of the Structure as a mixed-use building, and upon written notice from Landlord, such tenant shall refrain from and discontinue such advertising or identifying sign. Handwritten signs shall not be used. Signs shall not be attached to storefront glass or frames.
14. If Landlord institutes a pass system for entrance to the Building after business hours, Landlord reserves the right to exclude from the Building all employees of any tenant who do not present a pass to the Building signed by such tenant. Landlord or its agent will furnish passes to persons for whom any tenant requests the same in writing. Landlord reserves the right to require all other persons entering the Building to sign a register, to be announced to the tenant such person is visiting, and to be accepted as a visitor by such tenant or to be otherwise properly identified (and, if not so accepted or identified, reserves the right to exclude such persons from the Building) and to require persons leaving the Building to sign a register or to surrender a pass given to such person by the tenant visited. Each tenant shall be responsible for all persons for whom it requests any such pass or any person who such tenant so accepts, and such tenant shall be liable to Landlord for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character, security, reputation or interests of the Building or the tenants of the Building may be denied access to the Building or may be ejected from the Building. In the event of invasion, riot, public excitement or other commotion, Landlord may prevent all access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of tenants and the protection of property in the Building.
15. All entrance doors in its Premises shall be kept locked by each tenant when its Premises are not in use.
16. Each tenant shall, at the expense of such tenant, provide light and power for the agents, contractors and employees of Landlord while making repairs or alterations in and for the benefit of the Premises.
17. The Premises shall not be used or appear to be used for lodging or sleeping or for any immoral or illegal purpose.
18. The requirements of tenants will be attended to only upon application at the office of the Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.
19. Other than retail selling within a tenant's Premises, canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.

20. The employees, agents, concessionaires, and licensees of any tenant shall not loiter around the Public Areas or the front, roof or any part of the Building used in common by other occupants of the Building. Tenants shall not permit loitering within their Premises.
21. Subject to Paragraph 13 of the Lease, tenant shall not cause or permit any odors of cooking or other processes or any odors, whether deemed pleasant or unpleasant, to emanate from the Premises. No cooking shall be done in its Premises except as is expressly permitted in the Lease of which these Rules and Regulations are a part.
22. All paneling, doors, trim or other wood products not considered furniture shall be of fire-retardant materials. Before installation of any such materials, certification of the materials' fire-retardant characteristics shall be submitted to and approved by Landlord, and installed in a manner approved by Landlord.
23. Whenever any tenant shall submit to Landlord any plan, agreement or other document for the consent or approval of Landlord, such tenant shall pay to Landlord, on demand, a processing fee in the amount of the reasonable fees for the review thereof, including the services of any architect, engineer or attorney employed by Landlord (whether or not Landlord's in-house staff) to review such plan, agreement or document.
24. Tenant shall not operate any coin or token-operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities, without the prior written consent of Landlord.
25. No load will be placed on any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry.
26. Landlord reserves the right to rescind, alter, waive or add, as to one or more or all tenants, any rule or regulation at any time prescribed for the Building when, in the reasonable judgment of Landlord, Landlord deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building and/or the Structure, or the preservation of good order therein, or the operation or maintenance of the Building and/or the Structure, or the equipment thereof, or the comfort of tenants or others in the Building and/or the Structure. No rescission, alteration, waiver or addition of any rule or regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant.

End

Exhibit G

Landlord Sign Criteria/Sign Plan and Exterior Sign Location

(To be added)

Exhibit H

FORM OF RATIFICATION AGREEMENT

THIS RATIFICATION AGREEMENT ("Agreement") is made and entered into as of January __, 2013 by and between Ramsey County Regional Railroad ("Landlord"), and Jefferson Partners, L.P. ("Tenant").

RECITALS

A. Landlord and Tenant entered into a lease dated _____, 201__ ("Lease") for certain premises located at Suite __, Union Depot, 214 4th Street East, St. Paul, Minnesota (the "Premises").

B. Landlord and Tenant desire to execute this Agreement to memorialize the final Commencement Date and Termination Date of the Lease and acknowledgment of delivery of the Premises in the condition required by the Lease.

NOW, THEREFORE, Landlord and Tenant state and agree:

1. Tenant acknowledges that on _____, 2013 Landlord delivered the Premises to Tenant in the condition required by the Lease.
2. The final Commencement Date is _____, 2013.
3. The Rent Commencement Date is _____, 2013.
4. The Termination Date of the Term of the Lease (the Initial Term) shall be _____, 202__.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first written above.

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY:

JEFFERSON PARTNERS, L.P.

By _____

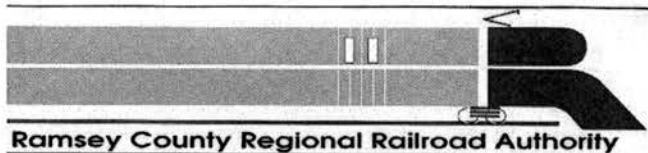
Its General Partner

Timothy A. Mayasich, Director

Approved as to form:

Assistant Ramsey County Attorney

42



3

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/18/2012

Regional Railroad Authority Meeting Date: _____

SUBJECT: Union Depot Renovation Project Revised and Restated Term Sheets with BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes construction of rail and platforms for the introduction of passenger rail service. Initial passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Before the Empire Builder can serve Union Depot, track improvements need to be made to the existing freight rail network that allows train access to the station and mitigate impacts caused by the new station stop. Staff has been working with Mortenson Construction, Burlington Northern Santa Fe Railway (BNSF), Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Amtrak, Federal Railroad Administration (FRA), and Minnesota Department of Transportation (Mn/DOT) to identify the necessary improvements and to develop preliminary track plans for approval by BNSF, CP, UP, FRA, Mn/DOT, and Amtrak.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the Revised and Restated Term Sheet between the Ramsey County Regional Railroad Authority and BNSF Railway.
2. Approve the Revised and Restated Term Sheet between the Ramsey County Regional Railroad Authority and Canadian Pacific Railway.
3. Approve the Revised and Restated Term Sheet between the Ramsey County Regional Railroad Authority and Union Pacific Railroad.
4. Authorize the Chair to execute the Revised and Restated Term Sheets on behalf of the Ramsey County Regional Railroad Authority.

SUBJECT: Union Depot Renovation Project Revised and Restated Term Sheets with BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad

(Executive Summary continued)

In March and April of this year, RCRRA approved the term sheets and design agreements with BNSF, CP, and UP on the required improvements. Since that time, work on the Depot has progressed resulting in the need to revise and restate the term sheets to account for changes in the required improvements. These changes include the decision by BNSF to assume dispatching of the Depot and Saint Paul Union Depot Track, additional track work for UP and signalization of the Saint Paul Union Depot Track adjacent to the Depot.

These changes are formalized in the Union Depot Renovation Project Revised and Restated Term Sheets (Revised and Restated Term Sheets). Once approved, the Revised and Restated Term Sheets will supersede the original term sheets. Approval of the Revised and Restated Term Sheets with BNSF, CP, and UP is necessary for the completion of final track design, signal design, and construction.

While the Revised and Restated Term Sheets identify the necessary track and signal improvements, they do not commit the RCRRA to the expenditure of funds. This commitment is included in future agreements identified in the Revised and Restated Term Sheets. These future agreements will have a fiscal impact on the RCRRA and they include:

- Amended Engineering/Public Project Reimbursement Agreement
An Agreement between the RCRRA and each individual freight railroad. This agreement will commit the RCRRA to provide funding for the final design for track work and signal design. Without this agreement, design of the improvements identified in the Term Sheet will not be completed.
- Construction Agreement
An agreement between the RCRRA and each individual freight railroad. It will commit the RCRRA to provide funding to each railroad for the construction of the improvements identified in the Term Sheet and will be designed in accordance with each freight railroad's Engineering or Public Project Reimbursement Agreement with the RCRRA. Without this agreement, ordering of materials and their installation on the freight railroad right-of-way will not occur.
- Operating and Maintenance Agreement
An agreement between the RCRRA and each individual freight railroad and will determine funding responsibilities for ongoing operating and maintenance costs for the improvements identified in the Term Sheets.

In addition to the agreements between the freight railroads and the RCRRA, there will be agreements between the freight railroads and Amtrak and between the freight railroads that govern how passenger trains will be dispatched in the Depot area.

In order for final track design, signal design, and construction to be completed on the identified improvements, a Revised and Restated Term Sheet must be signed by the RCRRA and each freight railroad. Following the execution of the individual Revised and Restated Term Sheets, the RCRRA will need to amend its existing engineering/public project reimbursement agreements to account for the work scope changes within the Revised and Restated Term Sheets with each railroad.

*The Revised and Restated Term Sheets for BNSF CP and UP are attached.

SUBJECT: Union Depot Renovation Project Revised and Restated Term Sheets with BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad

ATTACHMENTS:

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PREVIOUS ACTION:

Resolution R12-15

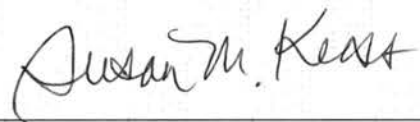
Resolution R12-22

COUNTY MANAGER'S COMMENTS:

Approval of the Union Depot Renovation Project Revised and Restated Term Sheets allows each freight railroad to proceed with the work required to allow the Amtrak Empire Builder service at Union Depot. The agreements are necessary to formalize the track improvements and a precursor to the engineering agreements that will allow the freight railroads to undertake final track design and signal design.

SUBJECT: Union Depot Renovation Project Revised and Restated Term Sheets with BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad

Regional Railroad Authority – Authorized Signature	Date
	12/12/12

Finance – Authorized Signature	Date
	12/11/12

County Attorney – Authorized Signature	Date
	12/12/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Union Depot Renovation Project Revised and Restated Term Sheets with BNSF Railway, Canadian Pacific Railway, and Union Pacific Railroad

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion
2 of The Union Depot Multi-Modal Transportation and Transit Hub ("Depot") as a high priority and
3 has expressed an interest in maximizing its development and economic output potential; and
4

5 WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad
6 Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service;
7 and
8

9 WHEREAS, The Empire Builder will utilize Burlington Northern Santa Fe Railway (BNSF),
10 Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and
11

12 WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so
13 that the Empire Builder can maintain on-time performance without negatively impact existing freight
14 operations; and
15

16 WHEREAS, The RCRRA has worked with BNSF, CP, and UP to develop a Union Depot
17 Renovation Project Term Sheet (Term Sheet) that identifies the capacity improvements necessary
18 to maintain on-time performance and mitigate the impact to freight rail operations; and
19

20 WHEREAS, Term Sheets were executed between the RCRRA and BNSF, the RCRRA and
21 CP, and the RCRRA and UP in March and April of 2012 to formalize the improvements and to
22 allow final track design and signal design to begin; and
23

24 WHEREAS, changes to the improvements identified in the Term Sheets including
25 dispatching, signal design, and track have necessitated the Revising and Restating of the Term
26 Sheets, Now, Therefore, Be It
27

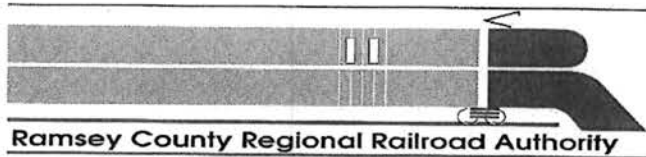
28 RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot
29 Renovation Project Revised and Restated Term Sheet with the Burlington Northern Santa Fe
30 Railway; and Be It Further
31

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39

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5



3

REQUEST FOR ACTION

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

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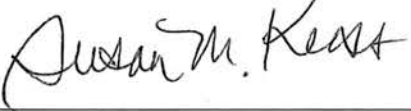
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Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion
2 of The Union Depot Multi-Modal Transportation and Transit Hub ("Depot") as a high priority and
3 has expressed an interest in maximizing its development and economic output potential; and
4

5 WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad
6 Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service;
7 and
8

9 WHEREAS, The Empire Builder will utilize Burlington Northern Santa Fe Railway (BNSF),
10 Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and
11

12 WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so
13 that the Empire Builder can maintain on-time performance without negatively impact existing freight
14 operations; and
15

16 WHEREAS, The RCRRA has worked with BNSF, CP, and UP to develop a Union Depot
17 Renovation Project Term Sheet (Term Sheet) that identifies the capacity improvements necessary
18 to maintain on-time performance and mitigate the impact to freight rail operations; and
19

20 WHEREAS, Term Sheets were executed between the RCRRA and BNSF, the RCRRA and
21 CP, and the RCRRA and UP in March and April of 2012 to formalize the improvements and to
22 allow final track design and signal design to begin; and
23

24 WHEREAS, changes to the improvements identified in the Term Sheets including
25 dispatching, signal design, and track have necessitated the Revising and Restating of the Term
26 Sheets, Now, Therefore, Be It
27

28 RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot
29 Renovation Project Revised and Restated Term Sheet with the Burlington Northern Santa Fe
30 Railway; and Be It Further
31

32 RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot
33 Renovation Project Revised and Restated Term Sheet with the Canadian Pacific Railway; and Be
34 It Further
35

36 RESOLVED, The Ramsey County Regional Railroad Authority approves the Union Depot
37 Renovation Project Revised and Restated Term Sheet with the Union Pacific Railway; and Be It
38 Further
39

40 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
41 execute the Revised and Restated Term Sheets on behalf o the Ramsey County Regional
42 Railroad Authority.

5

**December 11, 2012
Union Depot, St. Paul, Minnesota
Renovation Project**

Revised and Restated Term Sheet

BNSF Railway Company – Ramsey County Regional Rail Authority

This Revised and Restated Term Sheet dated as of December 11, 2012 summarizes key provisions to be included in a future agreement between BNSF Railway Company ("BNSF") and Ramsey County Regional Rail Authority ("RCRRA") regarding the establishment of Amtrak Empire Builder service through the Union Depot ("The Depot") in Saint Paul, Minnesota. RCRRA intends to enter into similar agreements with all Class I railroads involved in station access or Amtrak operations, including Union Pacific Railroad ("UP"), Canadian Pacific Railroad ("CP"), and BNSF (collectively "The Railroads").

The current route of the Amtrak Empire Builder, trains #7 and #8, bypasses The Depot. RCRRA, through a contract with Mortenson Construction ("Mortenson Team"), intends to complete the Union Depot Project ("The Project") as defined subsequently in the Definition of Terms. The Project will involve renovations to existing buildings, construction of railroad track including connections to Class 1 tracks operated by The Railroads, platforms for passenger trains and associated features designed to facilitate the boarding and discharging of passengers from passenger trains.

The Railroads and RCRRA recognize that in order to route Empire Builder trains through the proposed Station Area, modifications will also be required to the track, signal and communications systems of The Railroads in the surrounding area. It is understood that the Minnesota Department of Transportation ("MNDOT") expects these modifications as well.

The purpose of this document is to identify the required improvements to be made and outline proposed operating parameters and terms under consideration by the parties for proposed access to The Depot Terminal Area only by Amtrak trains #7 and #8, in its current and projected configurations, or their successors, and not by additional passenger trains. Should additional passenger trains be entertained by RCRRA, Amtrak, and The Railroads, for access to The Depot, additional analysis would be necessary to identify the required improvements to allow for their access to The Depot.

In the event that Amtrak discontinues Empire Builder service, the parties contemplate RCRRA may, subject to mutual written agreement of the parties, pursue the provision of intercity passenger train service to The Depot on a service frequency comparable to the existing Empire Builder by another qualified operator, that has an agreement with the applicable railroad to use that railroad's facilities.

The Union Depot Railroad Approval Layout Set (Figure 4) represents preliminary engineering of the track improvements identified in Figures 1, 2 and 3 of this Term Sheet.

Notwithstanding any other provision of this Term Sheet, none of the Parties shall have any binding, legal obligations hereunder. The parties contemplate possible execution of definitive agreements identified in Section H which may incorporate terms and concepts outlined in this Term Sheet. Should the Parties fail for any reason or no reason whatsoever to agree and sign such definitive agreements, the Parties shall have no further obligation whatsoever to one another with respect to the subject matter of this Term Sheet.

Definition of Terms

Union Depot ("The Depot") – The Union Depot is the entire 33-acre complex of buildings, track, platforms, roadways, parking lots and other facilities that are or are proposed to be on property owned by the Ramsey County Regional Rail Authority (RCRRA) and used to support the operation of an intercity passenger rail station. (See Figure 1).

Terminal Buildings – The Terminal Buildings are that part of the Union Depot that includes the Head House and the Concourse.

Head House – The Head House is the building located on the block bounded by 4th Street East, 5th Street East, Sibley Street North and Wacouta Street North.

Concourse – The Concourse is the building located south of the Head House, a portion of which is elevated over the area to be used for tracks, platforms and passenger pick-up and drop-off, and includes the elevated connection between the Head House and the Concourse that crosses Kellogg Boulevard.

Terminal Area – The Terminal Area is that part of the Union Depot that includes the Terminal Tracks, platforms and other facilities that are or will be constructed on RCRRA property between Kellogg Boulevard and tracks owned by The Railroads, subject to each Railroad's agreement, but not including the Station Buildings.

Union Depot Project ("The Project") – The Union Depot Project refers to those activities being undertaken by RCRRA that involve the renovation of the Terminal Buildings; the construction of tracks, platforms and other facilities within the Terminal Area and the construction/renovation of other facilities, structures and systems necessary for the operation of an intercity passenger station within the property owned or proposed to be owned by the RCRRA, including those track and signal modifications associated with Class I Tracks and described herein.

Terminal Tracks – The Terminal Tracks are all the railroad tracks that are proposed to be located on RCRRA property in the Terminal Area. These tracks are identified as 'Track 1', 'Track 2', and 'Track 3' and the 'Tail Track' on Figure 1 and Figure 3.

The Railroads – For the purposes of this document, reference to The Railroads will specifically include the BNSF Railway (BNSF), the Canadian Pacific Railway (CP) and the Union Pacific Railroad (UP).

Class I Tracks – The term Class I Tracks will refer to all of the tracks on property owned or operated by The Railroads. Tracks owned by a specific railroad will be referred to using the name of the railroad (i.e. CP Tracks, UP Tracks or BNSF Tracks.)

SPUD Track – The track known as the SPUD Track or St. Paul Union Depot Track is the Class I track closest to RCRRA property (see Figure 1). It is owned jointly by all three Class I railroads (UP, CP and BNSF) and is operated and maintained by the Union Pacific Railroad. Subject to mutual written agreement on terms of an amendment to the January 1, 1984 Joint Operating Agreement (“**SPUD Joint Operating Agreement**”) between The Railroads, The Railroads will transfer dispatching responsibility and assign signal construction, maintenance, repair and renewal responsibility for the SPUD Track from UP to BNSF.

DTMF – Dual Tone Multi Frequency

Division Street Wye– The triangle (wye) of track and switches to the east of Union Depot as shown in Figure 3. Impacts to the Division Street Wye include the following:

BNSF Main Track 2 - As shown in Figure 1 through 3.

SPUD Track – As defined above and shown in Figure 1 and Figure 3.

Southwest Division Street Wye Switch (Item #4, Figures 1 and 3) – As described in section A.3 as the “Southwest Wye Switch”.

Southeast Division Street Wye Switch (Item#5, Figures 1 and 3) – As described in section A.3 as the “Southeast Wye Switch”.

North Division Street Wye Switch (Item #11, Figures 1 and 3) – As described in section A.3 as the “North Wye Switch”.

Gillette Spur Switch (Item #12, Figures 1 and 3)– Switch connecting the BNSF Gillette Spur track to the west leg of the Division Street Wye south of the North Wye Switch.

Union Depot Railroad Layout Approval Set – Refers to Railroad Layout Approval Set for state projects nos. 091-595-023, 091-595-24, and 091-525-025 dated December 11, 2012 and is attached hereto as Figure 4.

Amtrak - shall mean the National Passenger Railroad Corporation and its permitted successors and assigns.

Attachments

The following list of attachments are incorporated by reference:

- Figure 1: Union Depot Project Area, Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service.
- Figure 2: Hoffman Interlocking and East, Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service.
- Figure 3: Division Street Wye, Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service.
- Figure 4: Union Depot Railroad Approval Layout Set.

The key issues are organized into the following categories merely to facilitate reference:

- A. Switch and Track Modifications
- B. Signal and Communications Modifications
- C. Design and Construction
- D. Dispatching
- E. Operations and Maintenance
- F. Design and Construction Funding
- G. Access
- H. Additional Agreements and/or Amendments to Existing Agreements Prior to Startup
- I. Construction Schedule

A. Switch and Track Modifications

1. Terminal Track and Connections

West Terminal Lead – A power switch (a switch controlled by a central dispatch center) is proposed to be installed on the west end of the Terminal Area that would connect the West Terminal Lead to the CP 1/SPUD Crossover just west of the point where the existing SPUD Track turns south to cross the Robert Street Lift Bridge. The installation of this switch would facilitate more efficient access to the Terminal Area by Amtrak trains. (Figure 1; Item 1).

West Terminal Lead Derail – A power derail will be installed by CP along the West Terminal Lead to protect against rolling equipment entering onto the CP 1 Track.

East Terminal Lead – A power switch is proposed to be installed on the east end of the Terminal Area that would connect the East Terminal Lead to the SPUD Track. The installation of this switch would improve access to the Terminal Area by Amtrak trains. (Figure 1; Item 2 and Figure 3; Item 2).

Terminal Track – Two new terminal tracks are proposed to be constructed of sufficient length for the Amtrak Trains #7 & #8 to discharge and load passengers without fouling the SPUD Track, CP 1 Track or access of passenger trains to planned future tracks.

A portion of a third terminal track is proposed to be constructed on the west end of the Terminal Area for approximately 500 feet eastward and stub-ended at this time. Plans for this third terminal track and any subsequent track changes or additions would be subject to prior written approval of BNSF, CP, UP and Amtrak.

Tail Track -A Tail Track is proposed to be constructed on the East end of the Terminal Area that connects to Terminal Track 1 and Terminal Track 2 at the location of the East Terminal Track 1/Terminal Track 2 Switch. This switch, which would be a double slip switch, would allow the movement of trains between:

- 1) Terminal Track 1 and the Tail Track
- 2) Terminal Track 1 and the East Terminal Lead
- 3) Terminal Track 2 and the Tail Track
- 4) Terminal Track 2 and the East Terminal Lead

The Tail Track would be 1,042 feet long and extend from the Terminal Track 1/Terminal Track 2 Switch to the east and northeast in a curving manner that keeps it parallel to the west leg of the wye. The northeast end of the Tail Track would not be connected to the west leg of the wye, or any other track, and would dead end. The purpose of the proposed Tail Track would be to allow switching between Terminal Track 1 and Terminal Track 2 without requiring the use of the adjacent SPUD Track.

A private at-grade crossing across the Tail Track is proposed to be provided east of the East Terminal Lead/SPUD Switch that would allow railroad motor vehicles to cross both the SPUD Track and the Tail Track, providing Railroad operating and maintenance personnel access to the SPUD, UP, CP and BNSF Tracks in the vicinity.

A private access point will be provided to the west of the Terminal Area that allows railroad motor vehicles providing Railroad operating and maintenance personnel access to SPUD, BNSF, CP and UP Tracks in the vicinity.

Crossing warning signage will be installed on the private access road.

At the east end of the Terminal Tracks, the double slip switch connecting Terminal Tracks 1 and 2, the Tail Track, and the East Terminal Lead will serve as the derail to protect against rolling equipment entering onto the SPUD Track.

A power or hand throw derail will be installed along the Tail Track to protect against rolling equipment striking equipment stored on the Tail Track.

2. CP 1/SPUD Crossover

CP1/SPUD Crossover – To connect the West Terminal Lead to the CP 1/SPUD Crossover, the existing #10 switches on either end of the existing CP 1/SPUD crossover will be replaced with #11 switches at their current locations.

This crossover replacement would be necessary to maintain existing freight routing options. Powering of the switches is not only necessary for the efficient movement of passenger trains, but would improve freight operations in the vicinity of the Terminal Area, reducing potential freight-passenger conflicts in the area.

(Figure 1; Item 3).

3. Modifications to Existing Switches

Southwest Wye Switch – The switch between the south leg of the wye and the SPUD Track is proposed to be reconstructed or replaced at its current location and powered. The reconstruction or replacement and powering of this switch would be necessary to avoid passenger trains having to stop while an employee detrains and manually operates the switch. The power switch would facilitate a more efficient movement of both passenger and freight trains through the wye and would reduce potential freight-passenger conflicts in the area.

(Figure 1; Item 4 and Figure 3; Item 4).

Southeast Wye Switch – The switch between the south leg of the wye and the BNSF Main Track 2, which leads to CP Main Track 2 to the east, is proposed to be reconstructed or replaced and powered. The reconstruction or replacement and powering of this switch would facilitate freight and passenger movements as described above.

(Figure 1; Item 5 and Figure 3; Item 5).

North Wye Switch – The switch on the north end of the Division Street Wye, where the east and west legs of the wye

are joined, will require circuitry changes for its integrated with the Gillette Spur Switch and BNSF dispatch system. (Figure 1; Item 11 and Figure 3; Item 11)

State Street Industrial Lead (SSIL) – The switch on the UP State Street Industrial Lead that connects the single track north of Plato Blvd. to a double track section south of Plato Blvd. will be reconstructed or replaced and designated as a manual interlocker controlled by a dispatcher. The reconstruction or replacement and powering of this switch would expedite UP freight movements in the vicinity of the Terminal Area thereby reducing the potential of freight-passenger conflicts. The SSIL double track shall be extended north toward Plato Blvd. (Figure 1; Item 6)

UP Main Track Connection to CP Main – The switch between the CP 2 Track and the UP Main underneath the Warner Road viaduct is proposed to be replaced and DTMF controlled. The replacement and powering of this switch would enable UP crews to move freight trains between the UP Hoffman Yard and the CP 2 track without stopping to manually operate the switch. The expedited movement of these trains would reduce potential freight-passenger train conflicts in the vicinity of the Terminal Area.

Plans for these tracks and any subsequent track changes or additions would be subject to prior BNSF, CP and UP approval pursuant to the Hoffman Avenue Interlocking Agreement. (Figure 1; Item 7 and Figure 2; Item 7)

CP 1 to CP2 Right-hand Manual Crossover – The CP 1 to CP 2 manual crossover located west of the existing CP 2 to UP Main Switch is proposed to be relocated 100 feet to the west to satisfy current standards for the separating of switches. The crossover would continue to be manually operated (Figure 1; Item 9 and Figure 2; Item 9).

4. Track Reconstruction

South Leg of Wye – The south leg of the wye is proposed to be reconstructed to standards consistent with passenger train service. (Figure 1; Item 8 and Figure 3; Item 8).

SPUD Track – A short segment of the SPUD Track between the Southwest Wye Switch and the East Terminal Lead Switch is proposed to be reconstructed as a consequence of installing the East Terminal Lead Switch and reconstructing the Southwest

Wye Switch. This would necessary to sustain efficient passenger train operation.

(Figure 1; Items 2 & 4 and Figure 3; Items 2 & 4).

5. Switches

Except as noted above (*CP 1 to CP 2 Right-hand Manual Crossover and Gillette Spur*) All switches installed or reconstructed related to this Project are proposed to be power or DTMF switches and equipped with snow melting devices.

6. Derails

All derails installed for The Project on properties owned or controlled by The Railroads will be powered and connected to a dispatch center.

All derails installed for The Project on properties owned or controlled by RCRRA will be powered or hand throw. If a derail is powered, it will be connected to a dispatch center.

B. Signal and Communications Modifications

1. CP-operated track

All of the switches on CP-operated track that are proposed to be constructed as part of The Project would be connected to the CP dispatch center and integrated into the CP Centralized Traffic Control (CTC) signal system. These would include the:

- West Terminal Lead Switch (Figure 1; Item 1).
- Crossover switches and signals attached to the CP 1/ SPUD Crossover

The connection and/or integration of these switches would facilitate efficient passenger train movements to and from the Terminal Area.

The switch between the CP 2 Track and the UP Main underneath the Warner Road viaduct will be DTMF and use of this switch will be authorized by the CP St. Paul Yardmaster, not by the CP dispatch center (Figure 1; Item 7 and Figure 2; Item 7).

2. UP-operated track

The following switch, which is currently operated by hand throw, would be configured as a manual interlocker with a power switch connected to the UP dispatch center and integrated into the UP Centralized Traffic Control (CTC) signal system.

- State Street Industrial Lead (SSIL) –The switch that

connects the two SSIL tracks to the single track north of Plato Blvd. (Figure 1; Item 6).

The connection and/or integration of these switches would facilitate efficient passenger train movements to and from the Terminal Area.

3. BNSF-operated and/or dispatched track

The following switches are currently operated by hand throw and are proposed to be modified to power and connected to the BNSF dispatch center and integrated into the BNSF Centralized Traffic Control (CTC) signal system.

- Southeast Wye Switch (Figure 1; Item 5 and Figure 3; Item 5)– The connection between the south leg of the wye and BNSF/CP Main Track 2.
- The Southwest Wye switch (Figure 1; Item 4 and Figure 3; Item 4) - The connection between the south leg of the wye and the SPUD Track.

The Gillette Spur Switch currently operates as a hand throw and will be replaced with an electric lock switch. (Figure 1; Item 12 and Figure 3; Item 12)

The following new switch on the east end of the Terminal Area will be connected to the BNSF dispatch center and integrated into the signal system:

- East Terminal Lead (Figure 1; Item 2 and Figure 3; Item 2).

The west leg of the Division Street Wye will be integrated into the BNSF dispatch system.

The connection and/or integration of these switches will facilitate efficient passenger train movements to and from the Terminal Area.

4. Terminal Track

Switches governing train movements between Terminal Track 1, 2, 3, and the Tail Track will be controlled by BNSF. This will include the power derail which is part of the double slip switch connecting Terminal Tracks 1 and 2 to the Tail Track.

5. Signal Interface

BNSF, CP, and UP will work to ensure the interface of their signal/dispatching systems for the CP Merriam Park Subdivision, BNSF St. Paul Subdivision, the UP State Street Industrial Lead, the SPUD Track, and the Terminal Track

6. Positive Train Control

The Parties recognize the need to incorporate current Positive Train Control ("PTC") guidelines into The Project as applicable and in the event PTC is required to be installed and implemented, RCRRA shall install and implement PTC or cause PTC to be installed and implemented interoperable among all carriers as part of The Project and such costs shall be funded by RCRRA as outlined in Section F. 1. of this term sheet.

C. Design and Construction

1. Mortenson Team

If the Project proceeds, RCRRA intends that the Mortenson Team, under RCRRA's direction, will be responsible for engineering and final design of the Terminal Buildings and the Terminal Area, excluding those systems related to Class I Railroad signals and communication.

The Mortenson Team would also be responsible to consult with the Railroads on how designs are to be created, particularly for track. The Terminal Area specifications would need to be compatible with the Railroads' specifications on all components of the Union Depot Project that may affect Class I Railroad operation or the design and installation of signals.

Amtrak, UP, CP and BNSF, MNDOT and USDOT would need to review, inspect and approve any engineering as well as final design and construction managed by the Mortenson Team. It is expected that all engineering design plans will be presented to Amtrak, The Railroads, RCRRA, and MNDOT for signature if accepted. USDOT would be expected to review and accept or reject the final design, but not sign the final design plans.

The Mortenson Team would require a right of entry permit from the controlling Railroad for any work on Railroad property.

2. The Railroads General

The parties intend that if the Project proceeds, the engineering/design agreements would confirm which party will own, design, construct, operate and maintain the improvements outlined in this Term Sheet. This would include connectivity for dispatching operations.

If definitive agreements are executed, the Railroads would propose to coordinate with the parties on the engineering/design and construction of the improvements identified in Figures 1, 2, 3 and 4. Subject to agreement of The Railroads, it is proposed that

CP would be the lead railroad in ensuring that this coordination occurs on those improvements that impact multiple railroads.

3. Union Pacific Railroad

Subject to the agreement of UP, it is proposed that UP would be responsible for engineering and final design of any signal and communications work on UP owned, dispatched, or controlled property, except for the East Terminal Lead and the Southwest Wye Switch, and other pieces of the SPUD Track. UP has agreed that BNSF will dispatch these two switches and the SPUD Track under terms of a revised Joint SPUD Operating Agreement, to be negotiated.

UP is proposed to be responsible for the installation of the East Terminal Lead switch and the Southwest Wye switch, and any necessary realignment of the SPUD Track.

UP is proposed to be responsible for the removal of the East #10 switch on the CP 1/SPUD Crossover and its replacement with a #11 switch. CP is proposed to be responsible for the removal of the West #10 switch on the CP 1/SPUD Crossover and its replacement with a #11 switch. CP is proposed to be responsible for the integration of the CP 1/SPUD Crossover into the CP signaling and dispatch system.

UP will work with BNSF on the interface of the UP and BNSF dispatching systems to ensure their cohesion at the CP 1/SPUD Crossover where the two systems connect.
(Figure 1; Item 3)

UP will work with CP on the interface of the UP and CP dispatching systems to ensure their cohesion at the CP1/SPUD Crossover where the two systems connect.
(Figure 1; Item 3)

UP is proposed to be responsible for design and construction of all improvements to the north end of the State Street Industrial Lead including the installation of the State Street Industrial Lead Switch south of Plato Blvd and its integration with the UP communications system. UP is proposed to be responsible for extending the double track north toward Plato Boulevard.

4. Canadian Pacific

Subject to agreement of CP, CP is proposed to be responsible for engineering and final design of any signal and communications work on CP property.

CP is proposed to be responsible for engineering and final design

of any track work on CP owned, dispatched, or controlled property

CP is proposed to be responsible for the installation of the West Terminal Lead switch and derail, and would work with UP to complete removal of the existing CP 1/SPUD Crossover and installation of the new CP 1/SPUD Crossover and its integration into the CP signaling and dispatch system.

UP is proposed to be responsible for the removal of the East #10 switch on the CP 1/SPUD Crossover and its replacement with a #11 switch. CP is proposed to be responsible for the removal of the West #10 switch on the CP 1/SPUD Crossover and its replacement with a #11 switch. CP is proposed to be responsible for the integration of the CP 1/SPUD Crossover into the CP signaling and dispatch system.

CP will work with BNSF on the interface of the CP and BNSF dispatching systems to ensure cohesion at the CP 1/SPUD Crossover and the Terminal Tracks where the two systems connect. (Figure 1; Items 1 and 3)

CP will work with UP on the interface of the CP and UP dispatching systems to ensure their cohesion at the CP 1/SPUD Crossover where the two systems connect. (Figure 1; Item 3)

CP is proposed to be responsible for the installation of the CP 2 to UP Main DTMF Switch. (Figure 1; Item 7 and Figure 2; Item 7).

CP is proposed to be responsible for the relocation of the CP1 to CP 2 Right-hand Manual Crossover that is currently located just west of the CP 2 Track to UP Main Switch (Figure 1; Item 9 and Figure 2; Item 9). Crossover will remain hand throw and will not be incorporated into the dispatch system.

5. BNSF Railway

BNSF is proposed to be responsible for engineering and final design of any signal and communications work on BNSF owned, dispatched, or controlled property including the Terminal Tracks.

BNSF is proposed to be responsible for engineering and final design of any track work on BNSF owned, dispatched, or controlled property except for the SPUD Track, which will be UP's responsibility as set forth above.

BNSF is proposed to be responsible for replacement of the

Southeast Wye Switch. BNSF's continued use of the Southeast Wye Switch for its freight operations shall not be diminished or impaired in any way as a result of this Project. (Figure 1; Item 5 and Figure 3; Item 5)

BNSF is proposed to be responsible for the integration of the East Terminal Lead Switch and the Southwest Wye Switch into the BNSF signaling and dispatch system.

BNSF will work with CP on the interface of the BNSF and CP dispatching systems to ensure cohesion at the CP 1/SPUD Crossover and the Terminal Tracks where the two systems connect. (Figure 1; Items 1 and 3)

BNSF will work with UP on the interface of the BNSF and UP dispatching systems to ensure their cohesion at the CP 1/SPUD crossover where the two systems connect. (Figure 1; Item 3)

BNSF will be responsible for upgrading circuitry for the North Wye Switch. (Figure 1; Item 11 and Figure 3; Item 11)

BNSF will be responsible for replacing the Gillette Spur Switch and any necessary reconstruction of the west Leg of the Division Street Wye except for the SPUD Track which will be UP's responsibility as set forth above. (Figure 1; Item 12 and Figure 3; Item 12)

6. Construction Staging

Construction and implementation of track, signal and communications equipment is proposed to be coordinated between Mortenson and The Railroads for the Terminal Area so as to minimize impact to Amtrak and freight operations.

D. Dispatching

1. West end of Terminal Area

CP will dispatch and control all switches installed on CP track. This will include the West Terminal Lead Switch (Figure 1; Item 1) and the CP 1 to SPUD Track Crossover (Figure 1; Item 3).

2. East end of Terminal Area

BNSF will dispatch the East Terminal Lead Switch, SPUD Track (up to but not including the CP 1/SPUD Crossover (Figure 1; Item 3)), the North Wye Switch and the Southwest

Wye Switch.

3. Southeast Wye Switch BNSF would dispatch the Southeast Wye Switch that connects to the south leg of the wye and the BNSF Main 2 tracks.
4. CP 2 to UP Main Switch The CP St. Paul Yardmaster will continue to authorize the use of the DTMF switch that connects CP 2 to the UP Main. (Figure 1; Item 7 and Figure 2; Item 7)
5. Terminal Tracks Terminal Tracks between the East and West Terminal Lead Switches will be controlled by BNSF. BNSF will determine the Terminal Track to be used by all inbound trains from either direction.
7. State Street Industrial Lead UP will dispatch the new power switch at the north end of the State Street Industrial Lead.
8. Amtrak Operations BNSF will work with Amtrak on dispatching need for Amtrak Trains 7 and 8 as they relate to Union Depot.

E. Operations and Maintenance

1. Clearance of mainline The Terminal Track is proposed to be designed such that the Empire Builder under its current and projected configurations would clear the Railroads' mainline at both ends of the Terminal Area during loading and unloading of passengers at The Depot.
2. Switching Responsibilities Amtrak and/or RCRRA are proposed to be responsible for switching in the Terminal Area either by performing these functions directly or arranging for these services to be provided in consultation and agreement with The Railroads.
3. Switching Procedures Switching that occurs in the Terminal Area would not utilize or foul the adjacent Class I mainline tracks, including the SPUD Track, and would not block access for arriving and departing trains. The clear track length between the East and West Terminal Lead Switches would be a minimum of 2,690 feet and the ability to switch existing and future Empire Builder trains has been documented to the satisfaction of RCRRA.
4. Road Access The design of modifications to track, signals and

communication systems are proposed to be developed to preserve existing road access to the main lines for maintenance and train crews.

5. Maintenance

RCRRA would be responsible for maintenance of The Depot to be performed in a good and workmanlike manner.

RCRRA would be responsible, at no expense to BNSF, for maintenance of track, signal and communications systems (including PTC systems) and utilities within the Terminal Area either by performing these functions directly or arranging for these services to be provided by a qualified contractor, all in consultation with The Railroads.

BNSF is proposed to be responsible for maintenance of track, signal and communications systems located on BNSF property.

All improvements are proposed to be maintained at the same level to which they were implemented for a term of 20 years from the date they were put into service. If service is discontinued, improvements would need to be maintained for a period of one year allowing for resumption of service at same level of operations as Amtrak.

F. Design and Construction Funding

1. Funding

RCRRA proposes to be responsible for all costs associated with the design and construction of the track, signal and communications modifications (including PTC installation, as needed) outlined in this document.

All Railroad expenses for participation in engineering and final design and other project planning are proposed to be a reimbursable expense paid for by RCRRA. This expense would be further defined as part of additional agreements between the RCRRA and UP, the RCRRA and CP, and the RCRRA and BNSF.

2. RCRRA Right to Review

RCRRA, MNDOT and USDOT would review and approve designs prepared and force account costs advanced by BNSF.

G. Access

1. Amtrak operations into The Depot

The improvements identified herein are intended to be sufficient to support access to The Depot by Amtrak trains #7 and #8 or

their successor and subject to mutual written concurrence, The Railroads agree to amend the SPUD Joint Operating Agreement to permit access to The Depot by Amtrak trains #7 and #8. RCRRA anticipates access for Amtrak, or a successor passenger rail traffic service, being provided for a period of not less than 20 years from the date The Project is placed in service.

It is proposed that passenger rail traffic would receive priority on the Terminal Tracks.

Note: The longest Empire Builder trains projected by Amtrak (1,740 feet) could be accommodated on either Terminal Track 1 or Terminal Track 2, but not without blocking access by other trains to Terminal Tracks 1 or 2.

H. Additional Agreements and/or Amendments to Existing Agreements Prior to Startup

The following implementing agreements involving BNSF are proposed:

- | | |
|---|--|
| 1. Engineering Agreement | An engineering agreement before initiating any work (including signal design) related to the Project. |
| 2. Construction and Maintenance Agreement | An agreement or agreements to cover BNSF construction and subsequent maintenance of the planned improvements on BNSF property. |
| 3. Amtrak/BNSF Operating Agreement | An operating agreement or an amendment to an existing operating agreement between Amtrak and BNSF would be required prior to startup of Amtrak service at the Terminal Area. |
| 4. BNSF/CP Paired Main Agreement | Amtrak will continue to operate the Empire Builder on the BNSF/CP Paired Main as CP's admittee. In order to route the Empire Builder through the Terminal Area, Amtrak will use a portion of the Paired Main between Hoffman Avenue and Division Street and use the Southeast Wye Switch. This operational change does not require amendment of the Paired Main Agreement. |
| 5. Hoffman Avenue Interlocking Agreement | A letter of consent may need to be executed among BNSF, UP and CP if any changes contemplated to the Hoffman Avenue Interlocker result as part of The Project. |

An agreement or agreements between Amtrak, UP, CP, and

6. Dispatch Protocol Agreement

BNSF to cover the dispatching of passenger trains into and out of the Terminal Area.

7. SPUD Agreement

An amendment to the SPUD Joint Operating Agreement among The Railroads to codify the new and/or changed infrastructure and track alignments; the agreed upon future use of the facilities among The Railroads and Amtrak; admit Amtrak as CP's admittee; transfer of dispatching functions/authority from UP to BNSF and assignment of signal construction, maintenance, repair and renewal responsibility from UP to BNSF.

I. Construction Schedule

1. Final Designs Complete

Final Terminal Track design plans are proposed to be prepared by the Mortenson team under the direction of RCRRA and approved by USDOT. These final design plans would be expected to be available by December 14, 2012.

Final track design and signal/communications plans for track owned, dispatched, or controlled by BNSF will be prepared by BNSF.

Final track design and signal/communications plans for track owned, dispatched, or controlled by CP will be prepared by CP.

Final track design and signal/communications plans for track owned, dispatched, or controlled by UP will be prepared by UP.

2. Design, Construction & Maintenance Agreements Executed

These agreements would be proposed to address the requirements in 49 U.S.C. § 24405 (c), design, construction, on-going maintenance, operational issues and reimbursement to the Railroads by RCRRA.

3. Signal and Communications Design

Subject to final agreement to proceed and implementation of necessary agreements, BNSF will complete the signal and communications design.

The foregoing is a nonbinding outline of the parties' intent as understood by the parties as of the date executed:

**Ramsey County Regional Railroad
Authority**

By: _____

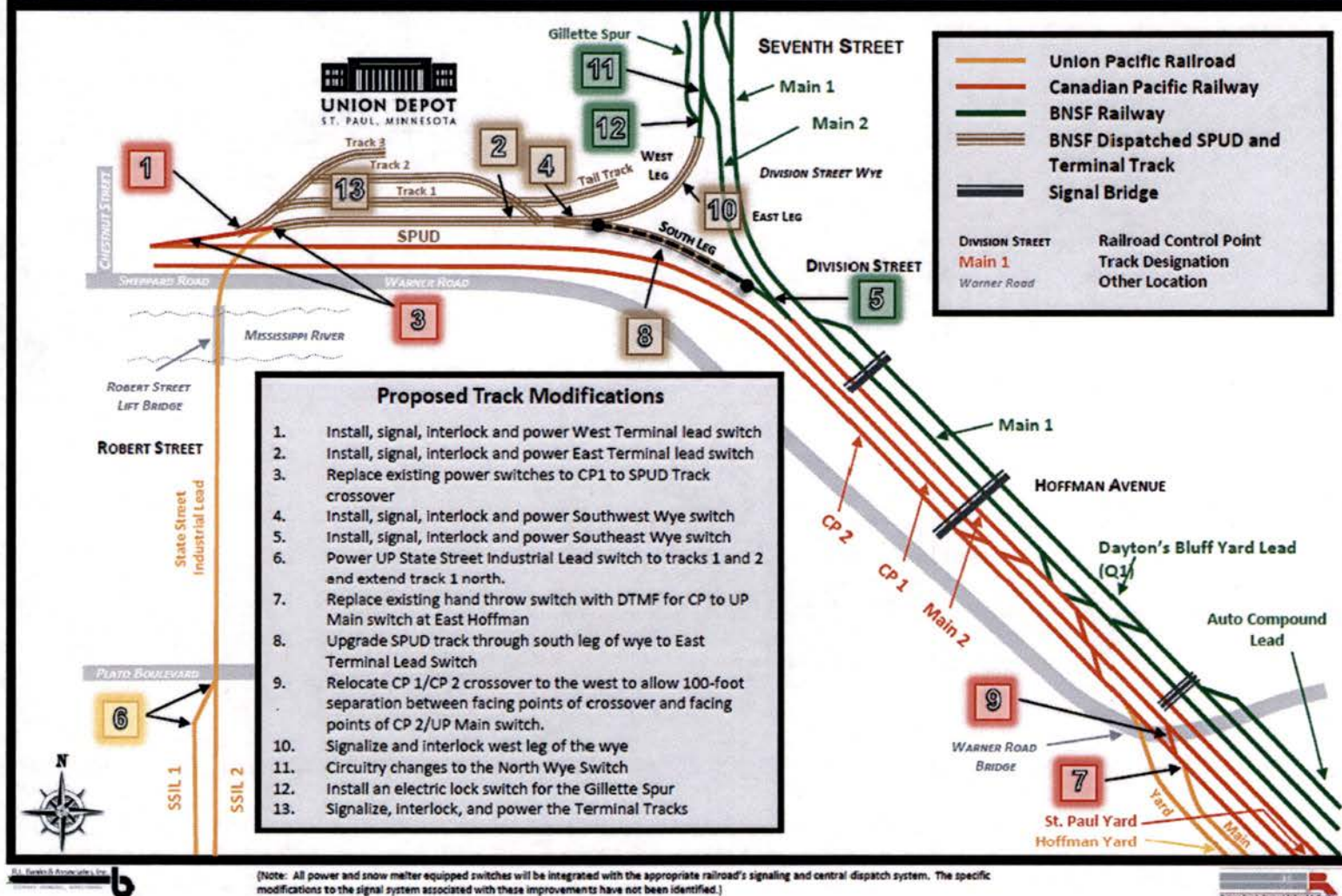
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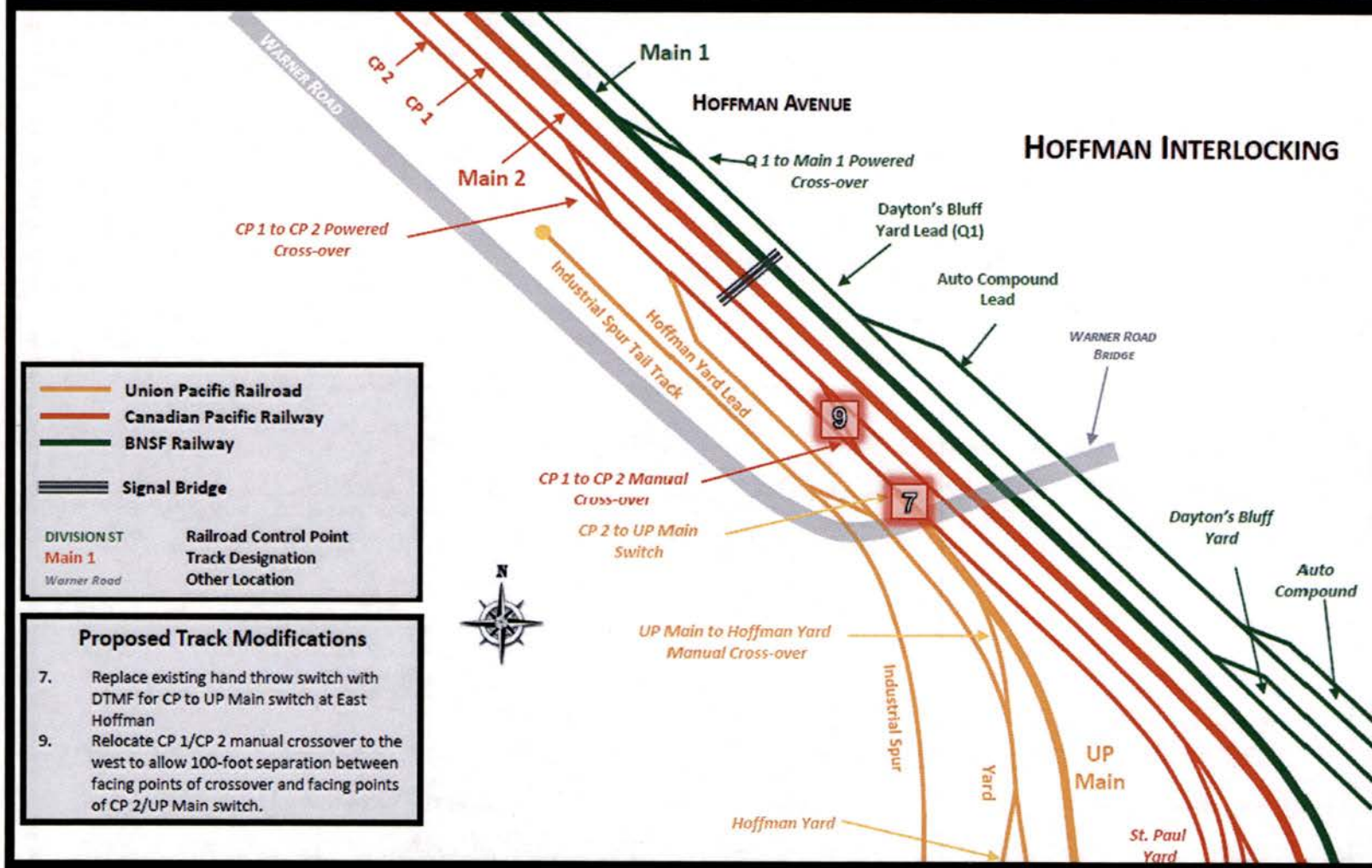
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Figure 1: Union Depot Project Area
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
 11/19/12



**Figure 2: Hoffman Interlocking and East
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/19/12**



(Note: All power and snow melter equipped switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)

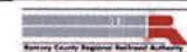


Figure 3: Division Street Wye
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/19/12

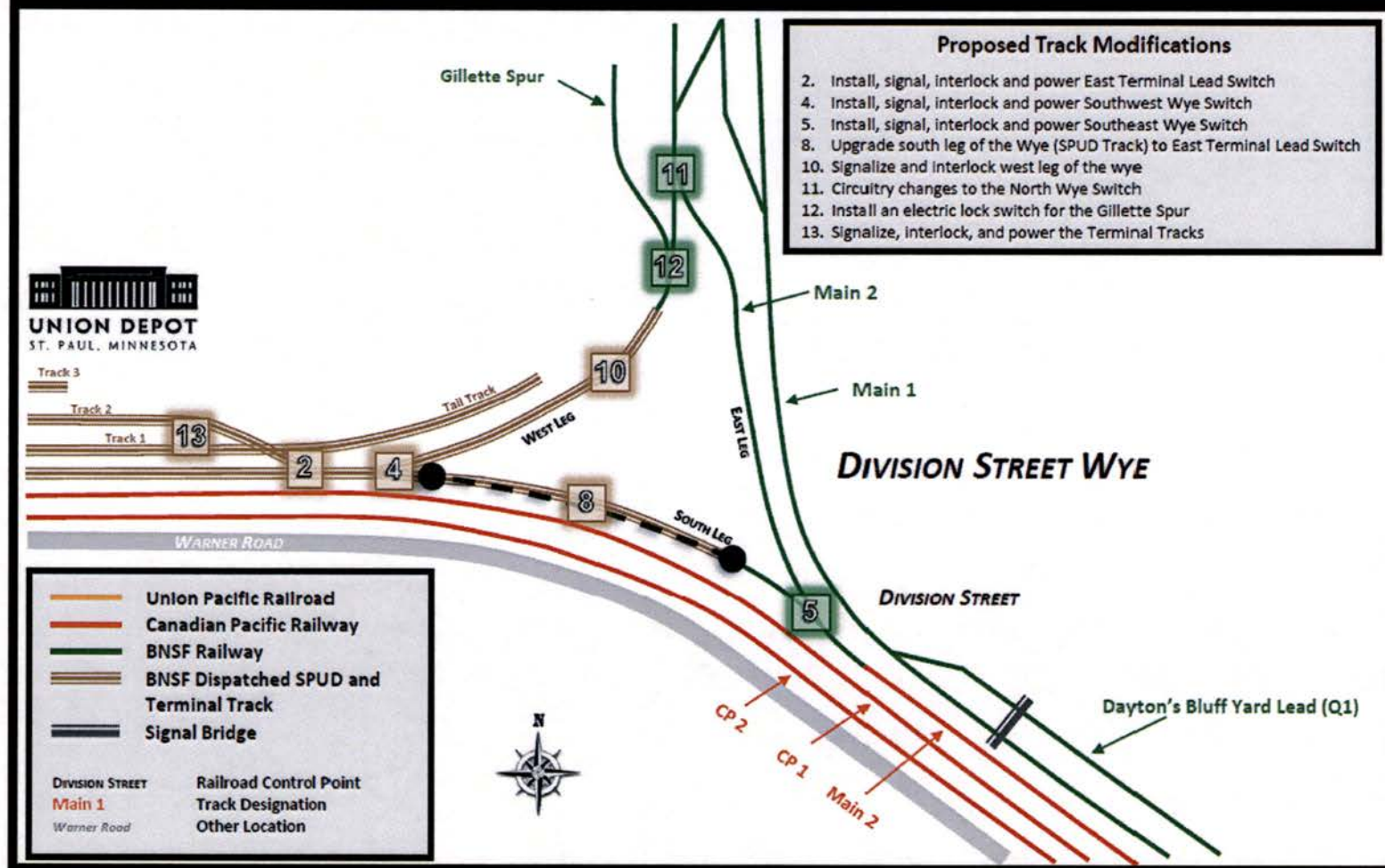


Figure 4
Union Depot Railroad Approval Layout Set

27

MINNESOTA DEPARTMENT OF TRANSPORTATION
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

RAILROAD LAYOUT APPROVAL SET
PRELIMINARY FEB. 7, 2012 - SUBJECT TO FINAL DESIGN
REVISIONS DEC. 11, 2012



MINN. PROJECT NO.S PNRS-TGR M238(001)
UDMT 6211(122)
GOVERNING SPECIFICATIONS
THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND ARCHITECTURAL-ENGINEERING MANUAL SHALL GOVERN. ALL TRAFFIC CONTROL, SIGNING AND DEVICES SHALL CONFORM TO THE MN MUTCD, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.



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Gregory S. Brown
DATE: MAR. 18, 2011 MN LIC. NO. 22814



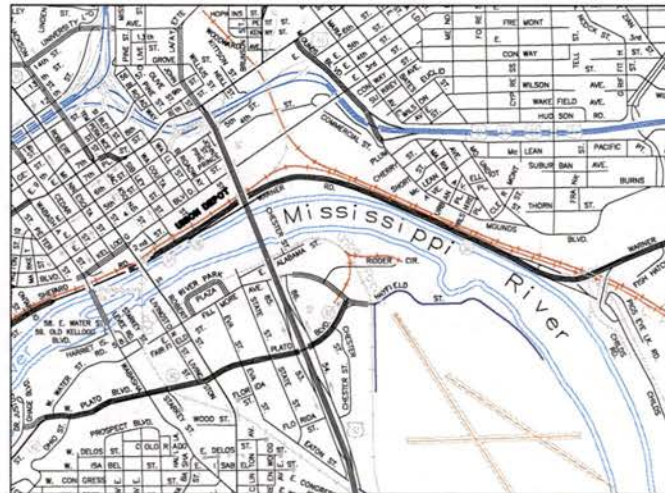
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James Hoschka
DATE: MAR. 18, 2011 MN LIC. NO. 22814

CONSTRUCTION PLAN FOR UNION DEPOT PASSENGER RAIL SERVICE TRACK IMPROVEMENTS TO ACCOMMODATE AMTRAK TRAINS 7 AND 8

STATE PROJ. NO.S 091-595-023, 091-595-24 & 091-595-025

RAILROAD LAYOUT APPROVAL SET

- 1 COVER SHEET
- 2 KEY PLAN
- 3-9, 9A-18 PROPOSED TRACK PLANS
- 19-20 RAILROAD ACCESS PLANS



PROJECT LOCATION
STATE: MINNESOTA
COUNTY: RAMSEY

SCALE IN FEET
LOCATION MAP
PLAN SHEET SCALES ARE BASED ON 30"x42" SHEET SIZE

INVOLVED RAIL CARRIERS

NAME _____
TITLE _____
SIGNATURE _____
REPRESENTING UNION PACIFIC CORPORATION

NAME _____
TITLE _____
SIGNATURE _____
REPRESENTING BNSF RAILWAY CO.

NAME _____
TITLE _____
SIGNATURE _____
REPRESENTING CANADIAN PACIFIC RAILWAY CO.

NAME _____
TITLE _____
SIGNATURE _____
REPRESENTING AMTRAK NATIONAL RAILROAD PASSENGER CORPORATION

FEDERAL RAILROAD ADMINISTRATION

NAME _____
TITLE _____
SIGNATURE _____
REPRESENTING FEDERAL RAILROAD ADMINISTRATION

STATE OF MINNESOTA

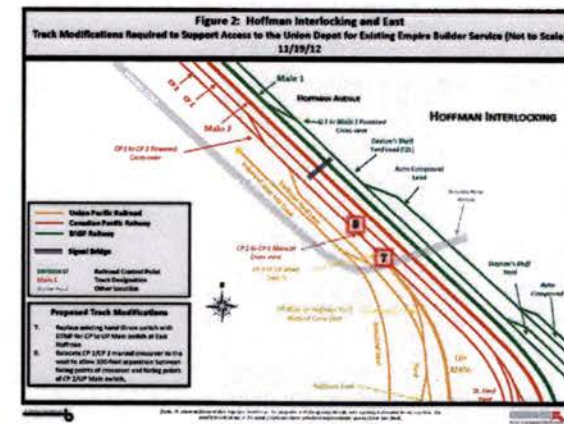
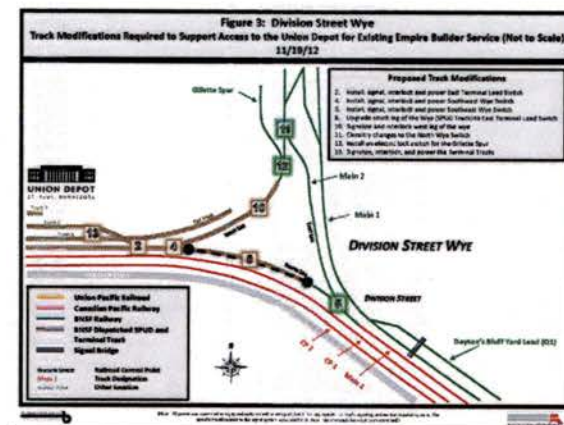
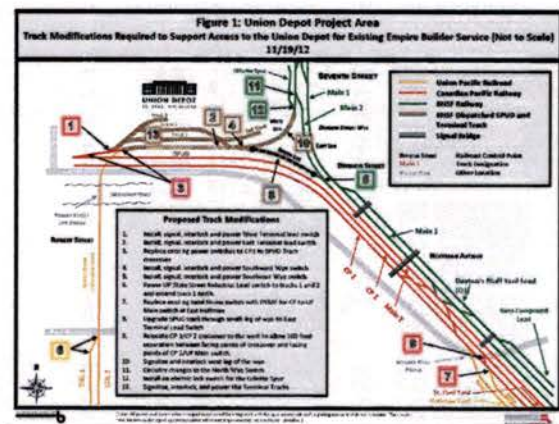
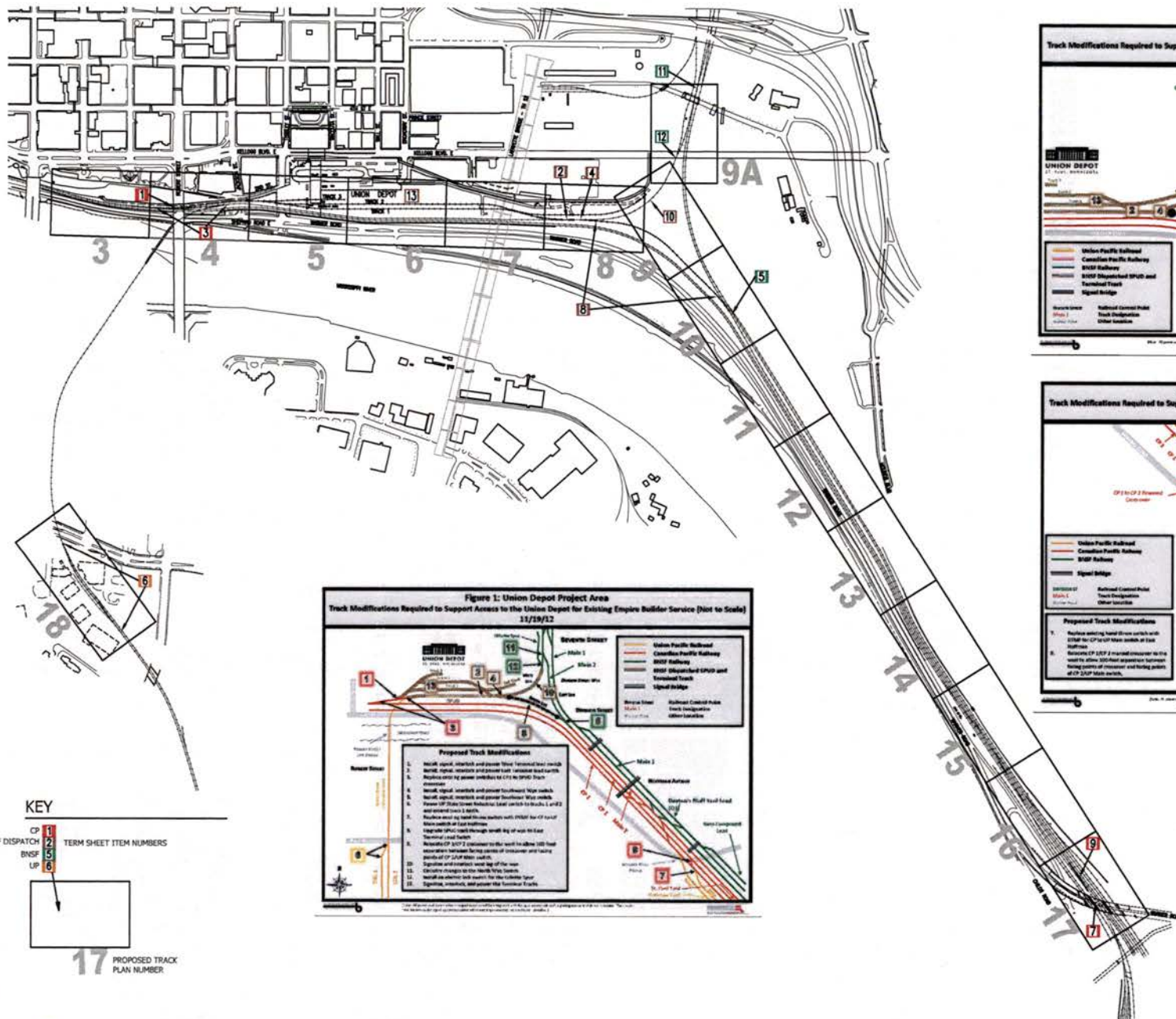
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SP. NO.S 091-595-023 RAILROAD LAYOUT APPROVAL SET SHEET NO.
091-595-024
091-595-025 COVER SHEET 1

28



NOTES

- ALL POWER SWITCHES INSTALLED, RECONSTRUCTED OR RELATED TO THIS PROJECT SHALL BE EQUIPPED WITH SWITCH HEATERS.



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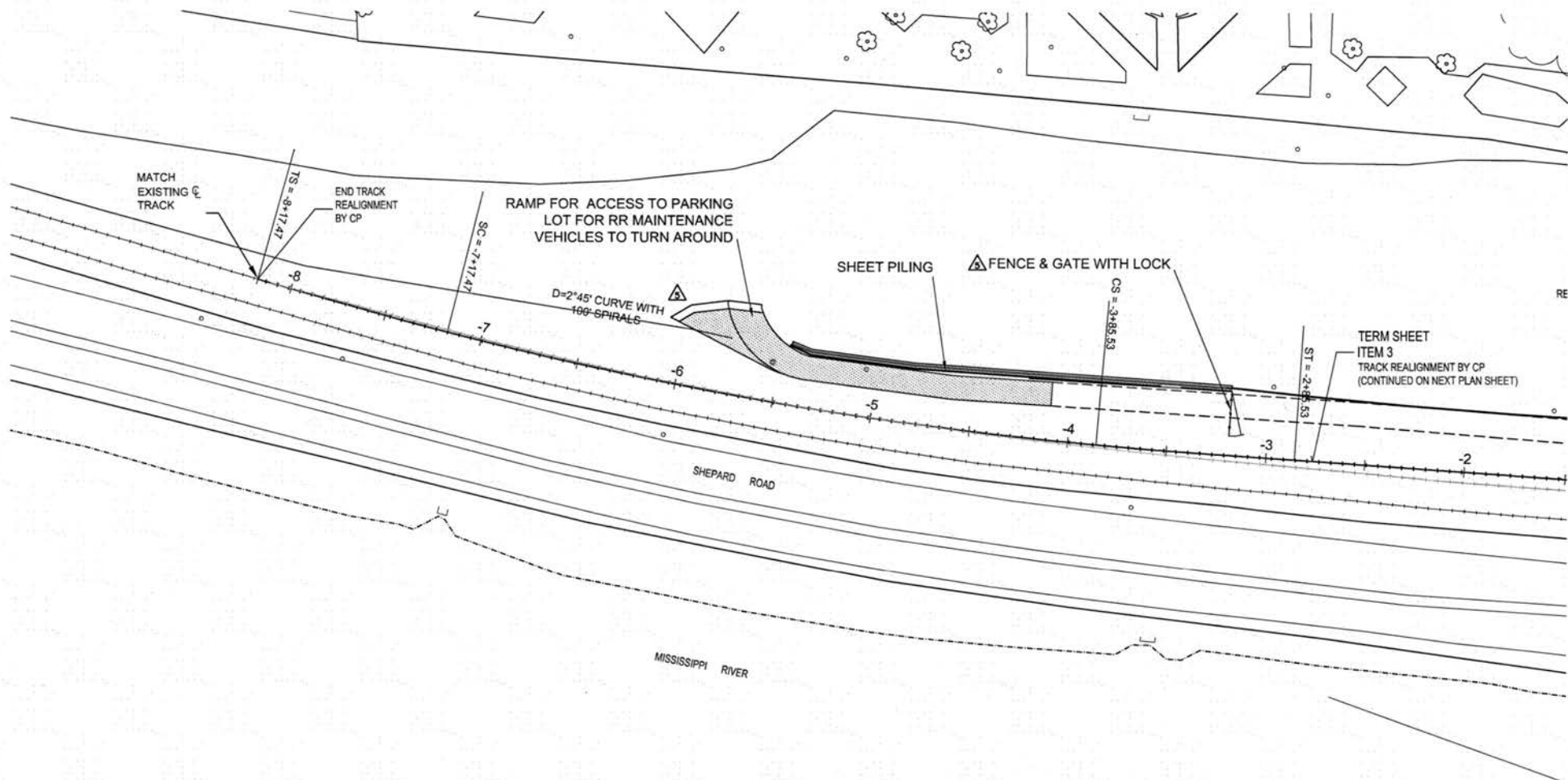
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TRACK TERM SHEETS

TERM SHEET ITEMS
KEY PLAN

2



30



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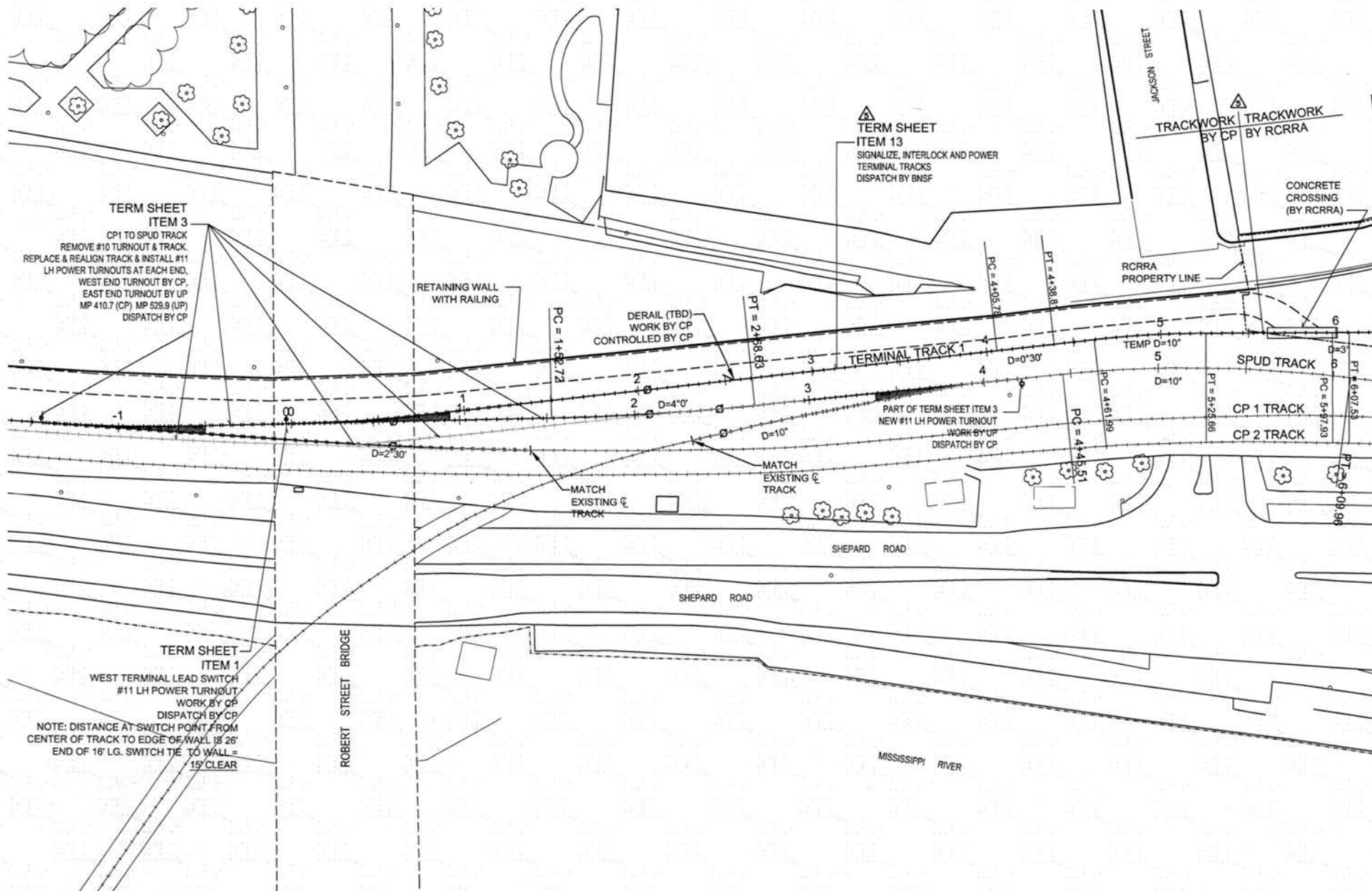
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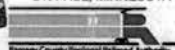
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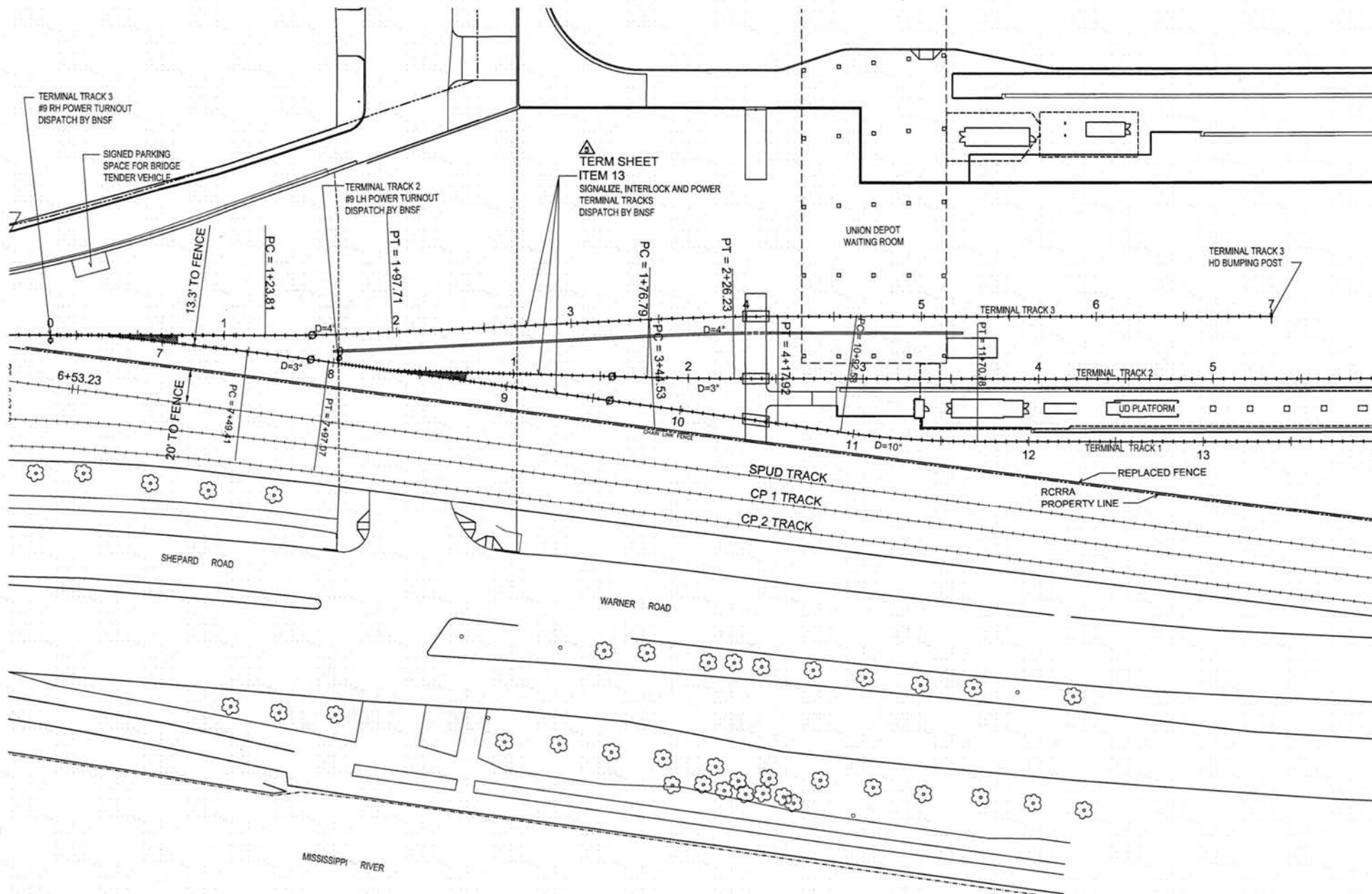
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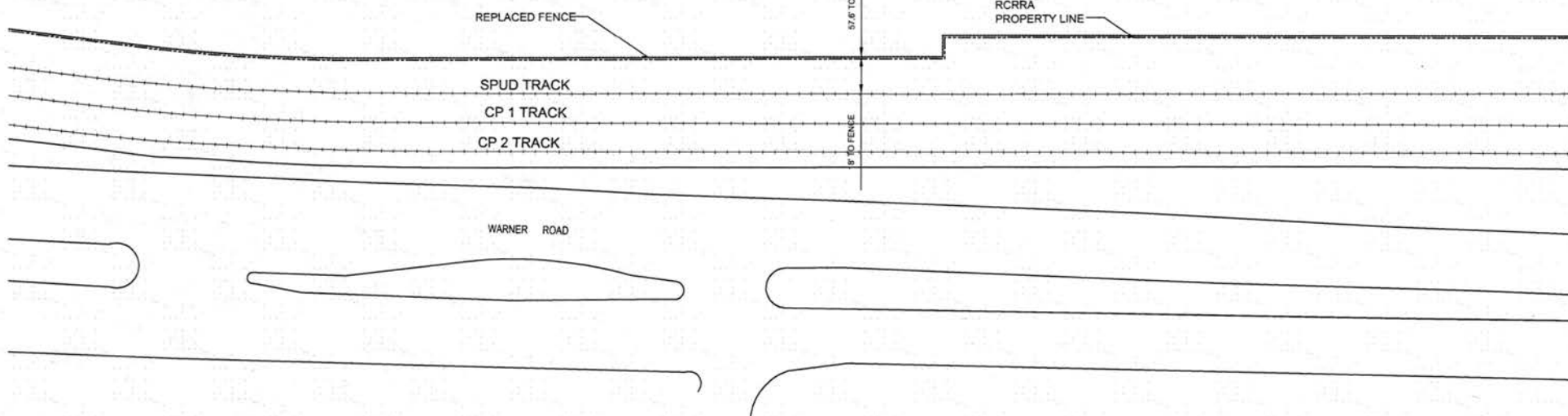
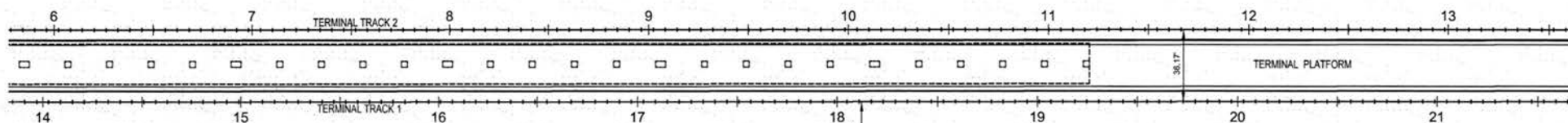
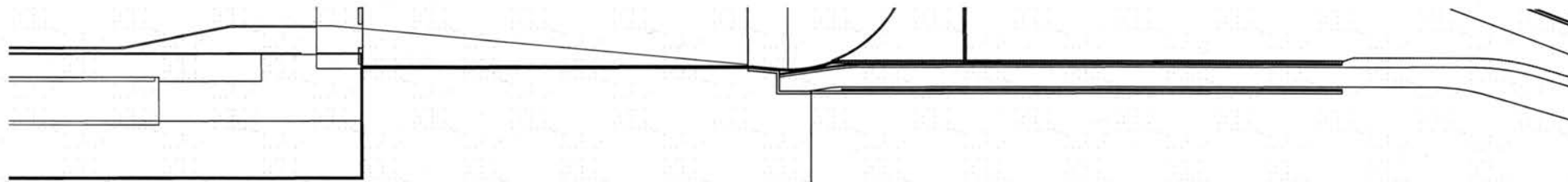
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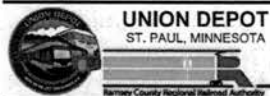
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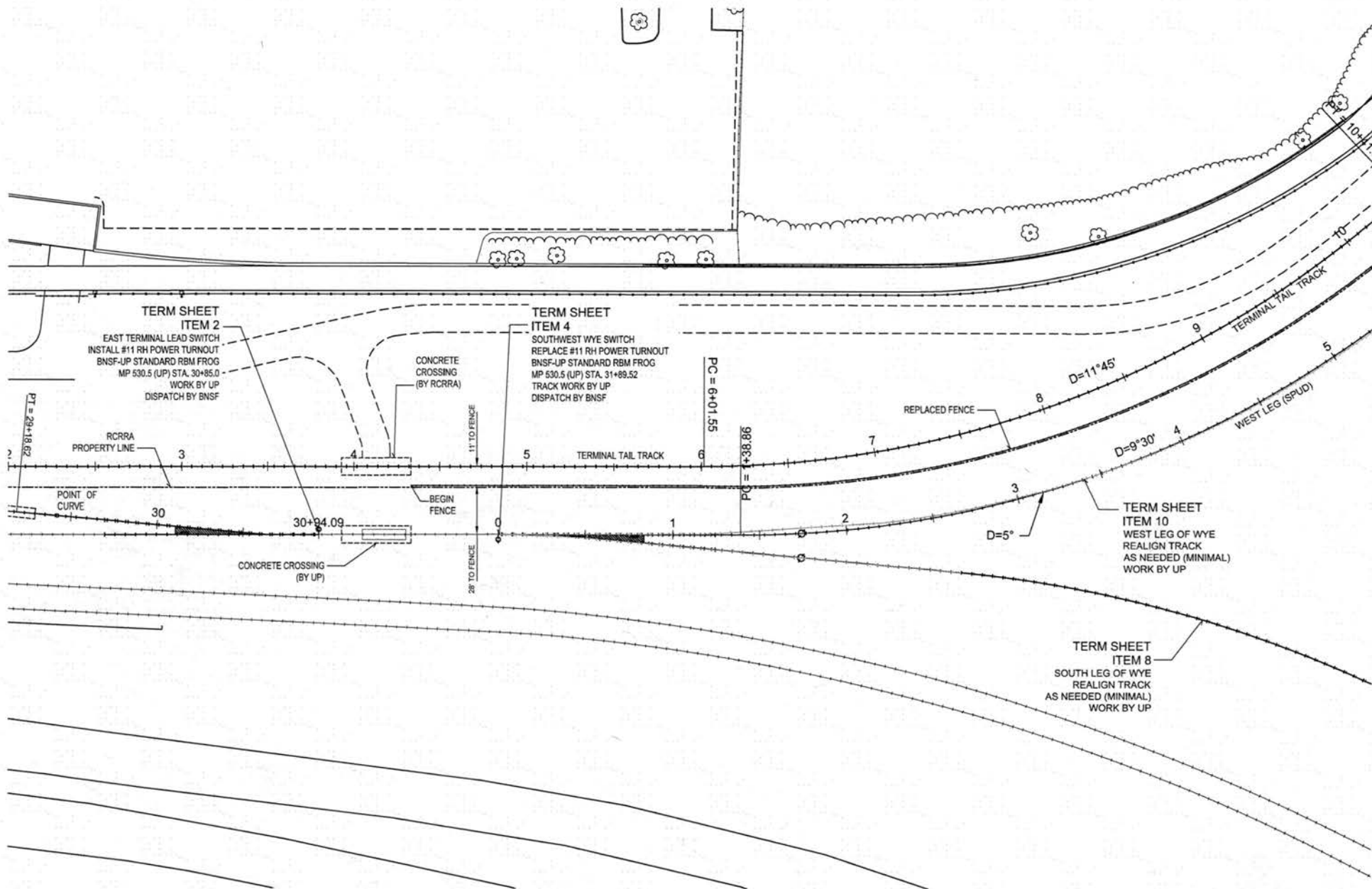
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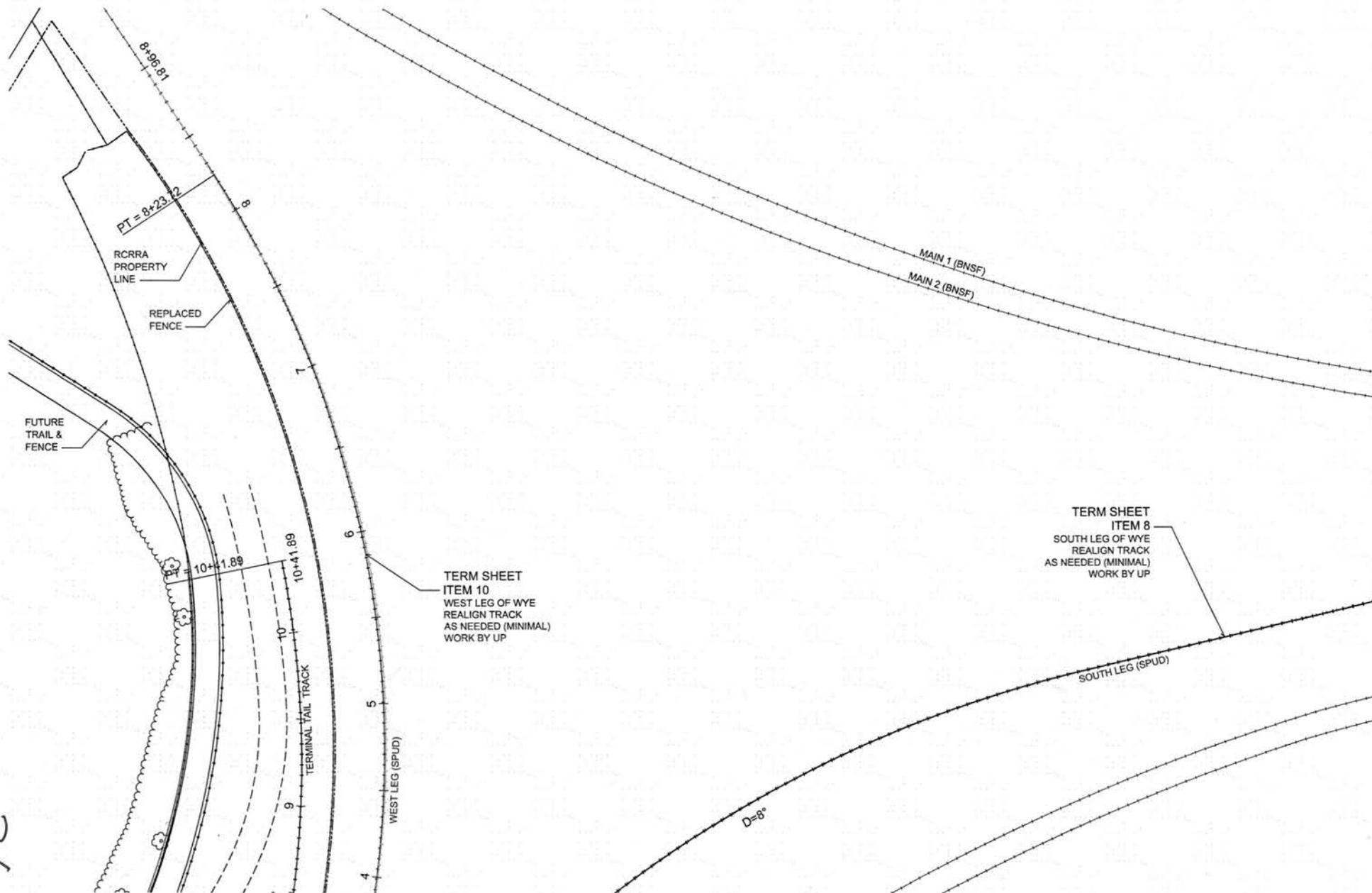
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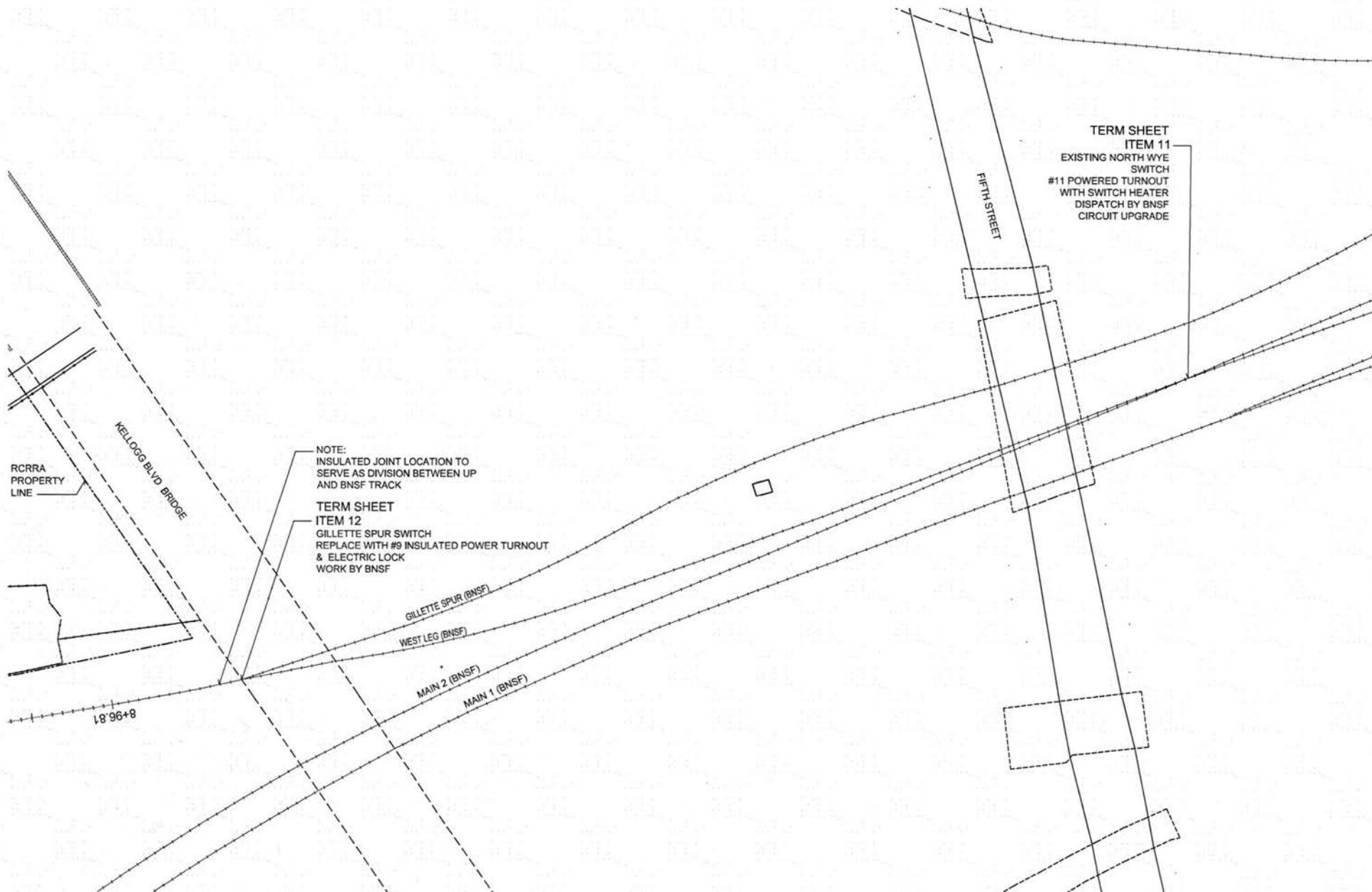
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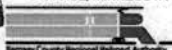
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Gregory S. Brown
GREGORY S. BROWN
DATE: OCT 16, 2011 MIN. LIC. NO. 33814

DESIGNED	OCT 16, 2011
CHECKED	NOV 11, 2011
APPROVED	
DATE	

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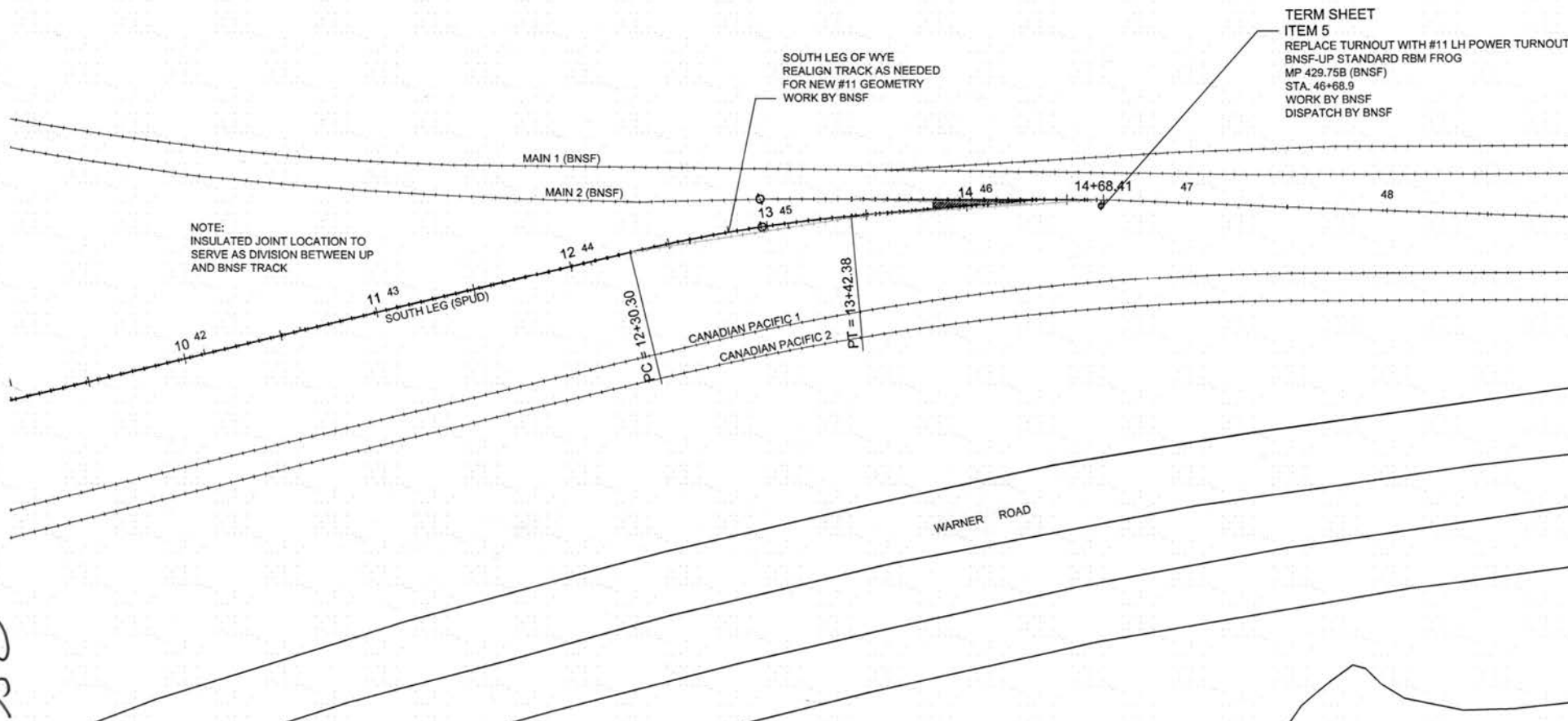
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PROPOSED TRACK PLAN

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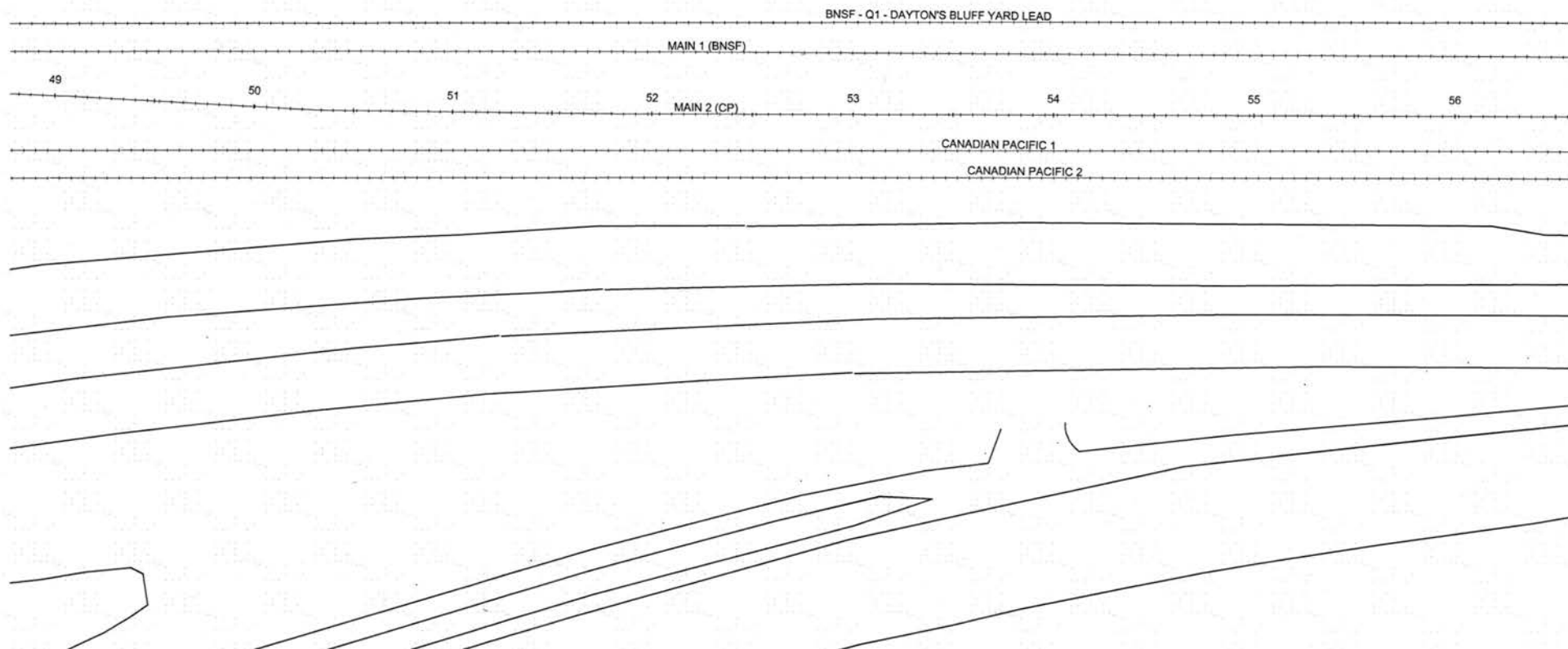
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DESIGNER	GBURELL

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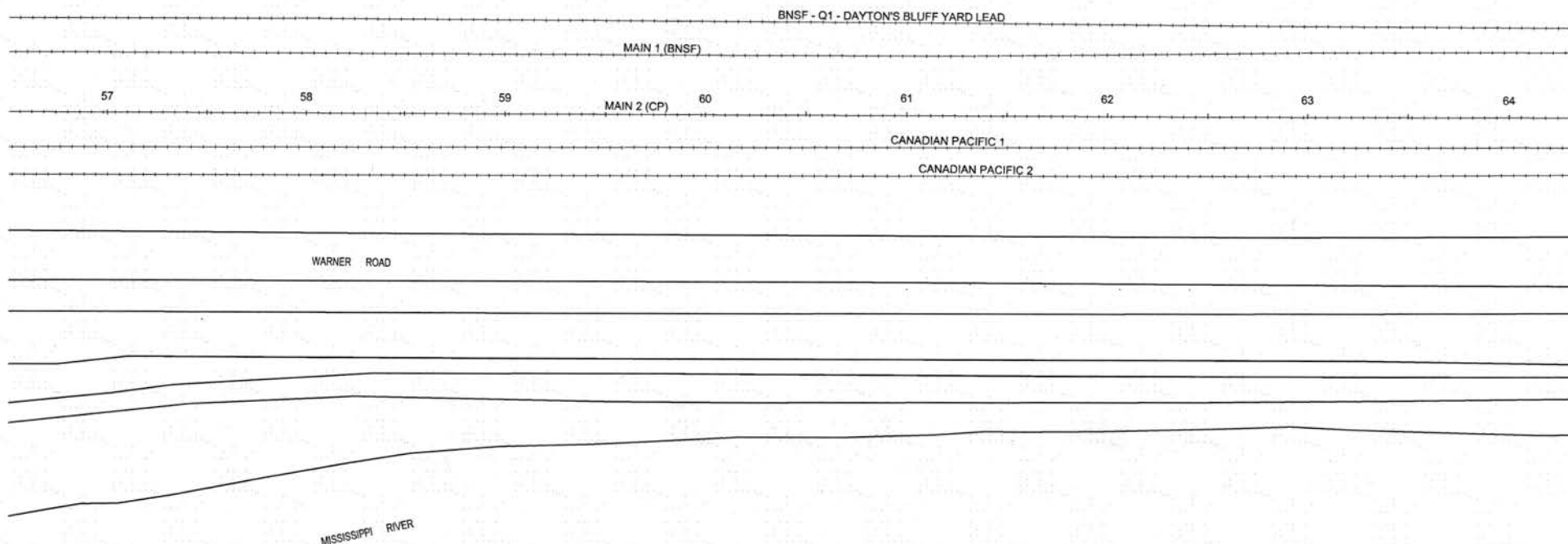
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TRACK MODIFICATIONS

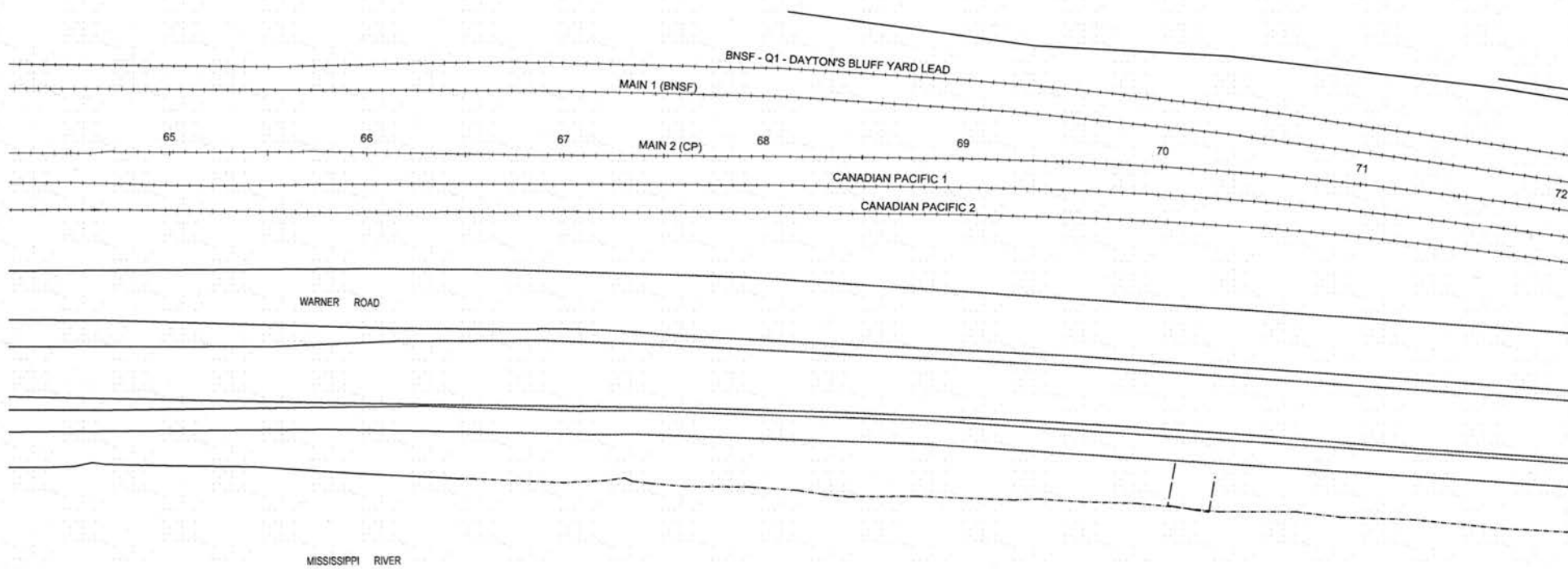
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SCALE	1" = 20'-0" FS
DATE	AUG 18, 2011
DRAWN	MBURELL

PROPOSED TRACK PLAN

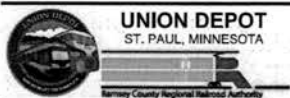
SP NO. 091-995-023
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SP NO. 091-995-025

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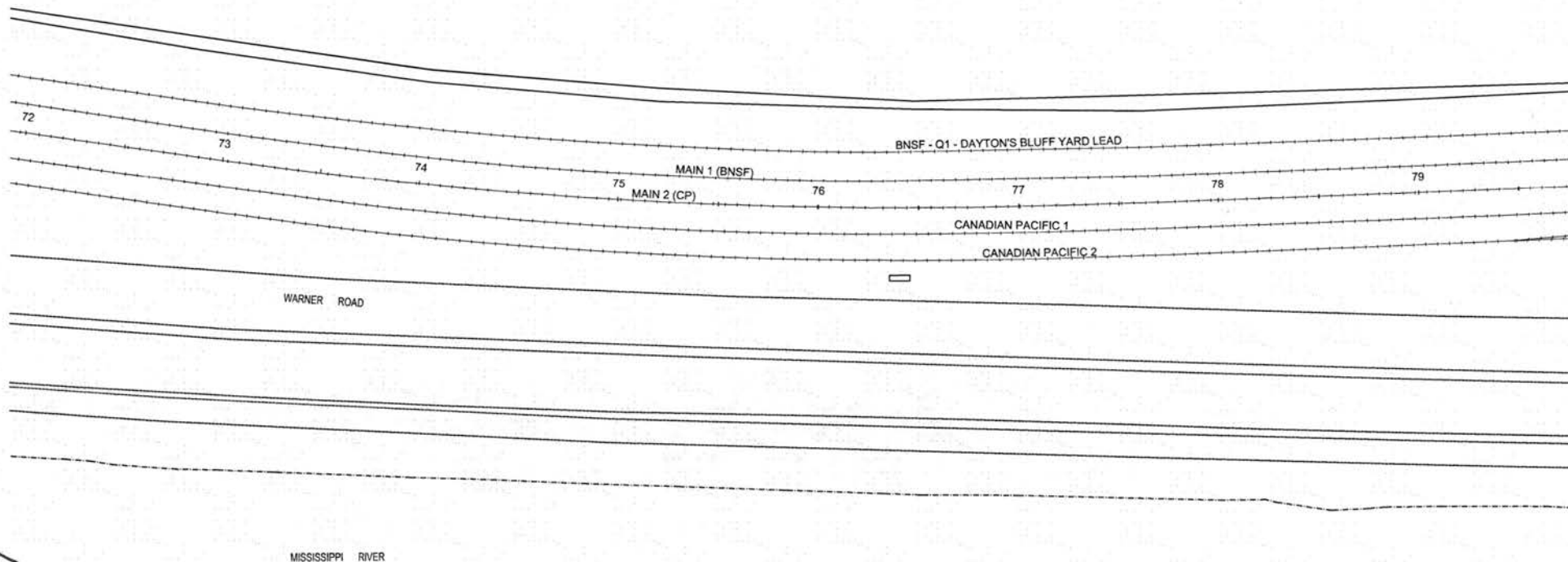
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DATE: AUG 18, 2011, MIN. LIC. NO. 228814

REVISION HISTORY - THIS SHEET
6/16/2011 RAILROAD PROPERTY ACCESS - URS
REMOVED 08/15/2011
REMOVED JUN 25, 2011
REMOVED - 08/16/2011
REMOVED - 08/11/2011

TRACK MODIFICATIONS
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DATE AUG 18, 2011
DRAWN ISBURRELL

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13



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UNION DEPOT
ST. PAUL, MINNESOTA

Hammer County Regional Railroad Authority



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ST. PAUL, MN 55108-1000
TEL: 612.221.1000
WWW.URS.COM

TKDA
TRANSPORTATION DESIGN & CONSTRUCTION
2000 10TH AVENUE, SUITE 200
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DATE: AUG 18, 2011 MN LIC. NO. 22814
GREGORY A. BROWN

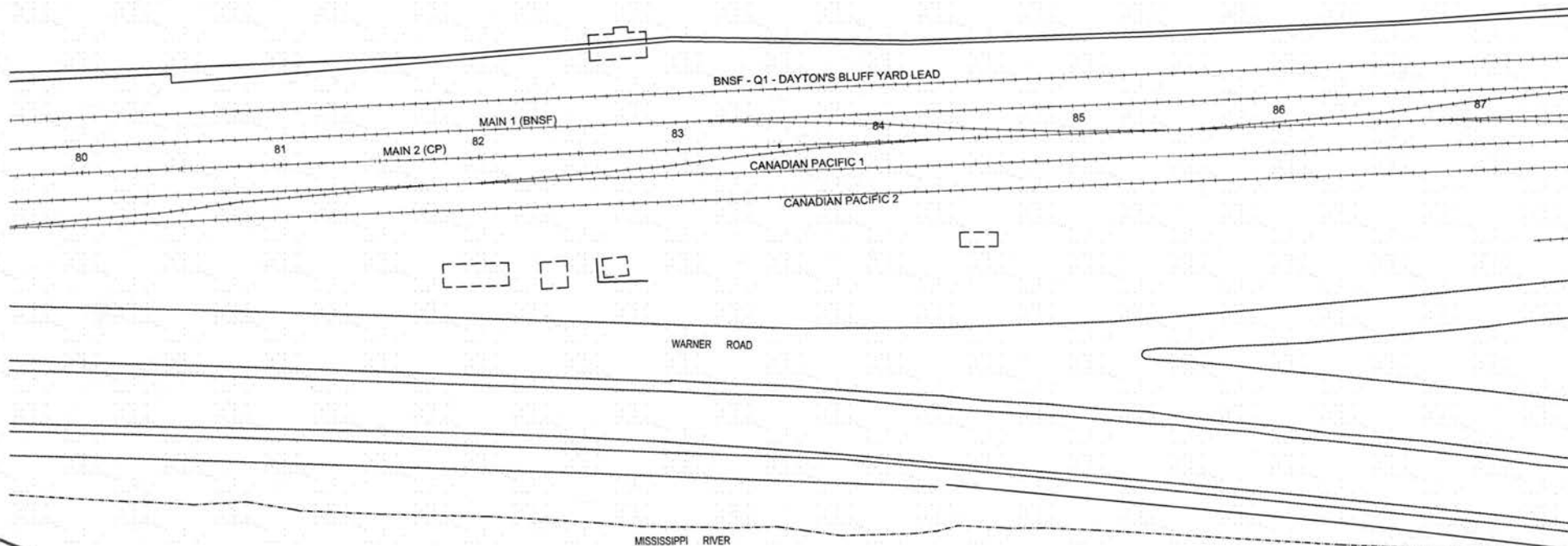
REVISION HISTORY - THIS SHEET
8/16/2011 BUILDING PROPERTY ACCESS - URS
REVISOR: GAO 10, 2011
REVISOR: JIM 20, 2012
REVISOR: - OCT 18, 2012
REVISOR: - DEC 11, 2012

TRACK MODIFICATIONS

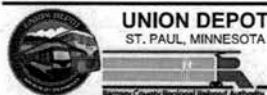
CONTRACT NO.	31810855
SCALE	1" = 20'-0" FS
DATE	AUG 18, 2011
DRAWN	GAURELL

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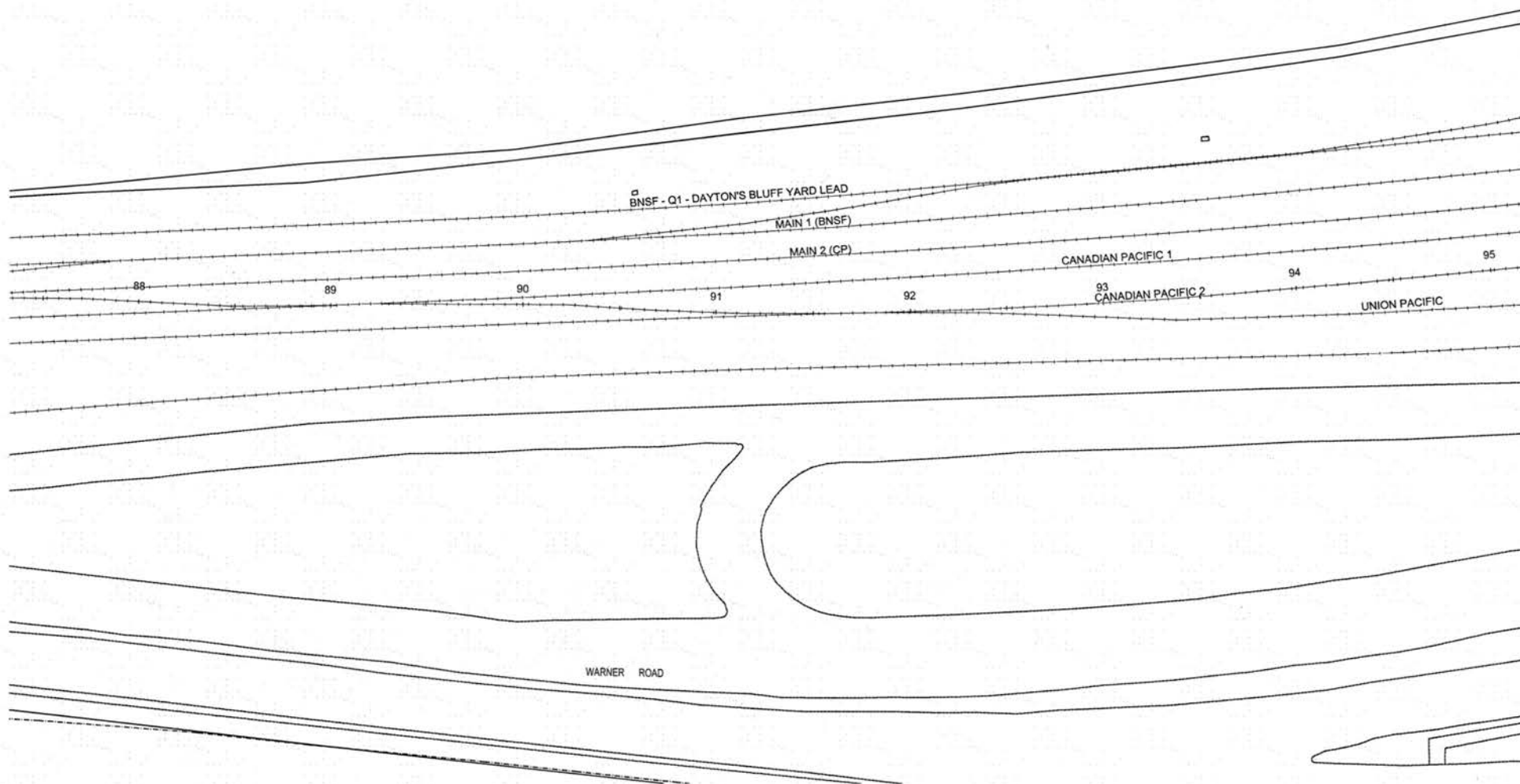
REVISION	DATE	DESCRIPTION
1	8/18/2011	ANALOG PROPERTY ACQUISITION - URS
2	REMOVED	DEC 15, 2011
3	REMOVED	JAN 25, 2012
4	REMOVED	DEC 16, 2012
5	REMOVED	DEC 11, 2012

TRACK MODIFICATIONS

CONTRACT NO.	31810856
SCALE	1" = 20'-0" FS
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PROPOSED TRACK PLAN

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SP NO. 091-999-024
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DATE: AUG 15, 2011, AM L.C. NO. 22814

REVISION HISTORY - THIS SHEET
5/17/2011, RAILROAD PROPERTY ACCESS - URS
REMOVED JUN 13, 2011
REMOVED JUN 23, 2011
REMOVED - OCT 18, 2011
REMOVED - DEC 11, 2011

TRACK MODIFICATIONS

CONTR. NO.	31810056
SCALE	1" = 20'-0" FS
DATE	AUG 15, 2011
DRAWN	BURRELL

PROPOSED TRACK PLAN

SP NO. 091-995-021
SP NO. 091-995-024
SP NO. 091-995-025

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TERM SHEET
ITEM 9
RELOCATE EXISTING CROSSOVER
SWITCHES TO REMAIN HAND THROWN
EAST PT OF SWITCH MP 352.2 (UP)
STA. 99+55.86
WEST PT OF SWITCH MP 352.3 (UP)
STA. 96+99.76
WORK BY CP
CONTROLLED BY CP

BNSF - AUTO YARD LEAD

BNSF - Q1 - DAYTON'S BLUFF YARD LEAD

MAIN 1 (BNSF)

MAIN 2 (CP)

CANADIAN PACIFIC 1

CANADIAN PACIFIC 2

UNION PACIFIC

EXISTING POS
STA. 97+84.74
MP 352.3 (UP)

WARNER ROAD BRIDGE

100' SEPARATION

100

101

102

D=11°

MATCH EXISTING TRACK

TERM SHEET
ITEM 7

REPLACE EXISTING HAND THROW SWITCH WITH
#11 RH CP STANDARD POWER SWITCH DTMF
RBM FROG
MP 352.2 (UP)
STA. 100+57.04
WORK BY CP
CONTROLLED BY CP ST. PAUL YARDMASTER

EXISTING POS
STA. 100+40.84
MP 352.2 (UP)

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UNION DEPOT
ST. PAUL, MINNESOTA

Mortenson
construction

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DATE: AUG 18, 2011 AM L.C. NO. 22814

REVISION HISTORY - THIS SHEET

8/16/2011	ISSUING PROPERTY ACCESS - URS
REVISION 080 12, 2011	
REVISION JAN 26, 2012	
REVISION - 087 16, 2012	
REVISION - 082 11, 2012	

TRACK MODIFICATIONS

CONTRACT NO. 31810854
SCALE 1" = 20'-0" FS
DATE AUG 18, 2011
DRAWN BURRELL

PROPOSED TRACK PLAN

SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

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PLATO BLVD

5
TERM SHEET
— ITEM 6 —

REMOVE EXISTING #9 RH SWITCHES
EXTEND TRACK 1 AND
INSTALL #11 LH - BNSF-UP STANDARD
RBM FROG
POWER UP STATE STREET INDUSTRIAL
LEAD SWITCH TO TRACKS 1 & 2
STA. 15+62.39 (UP)
WORK BY UP
CONTROLLED BY UP

UP STATE STREET INDUSTRIAL LEAD

SSIL :

SSIL 2

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UNION DEPOT
ST. PAUL, MINNESOTA

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CHERRY S. HARRIS

DATE: AUG 15, 2011 MH LIC. NO. 2201

8/16/2011 RAILROAD PROPERTY ACCESS - UPR
 REVERENDS DED 13, 2011

RECEIVED DEC 13, 2011

RECEIVED JAN 23, 2012

NEWSOME - OCT 18, 1964

REVISIONS - DEC 11, 2018

TRACK MODIFICATIONS

PROPOSED TRACK PLAN

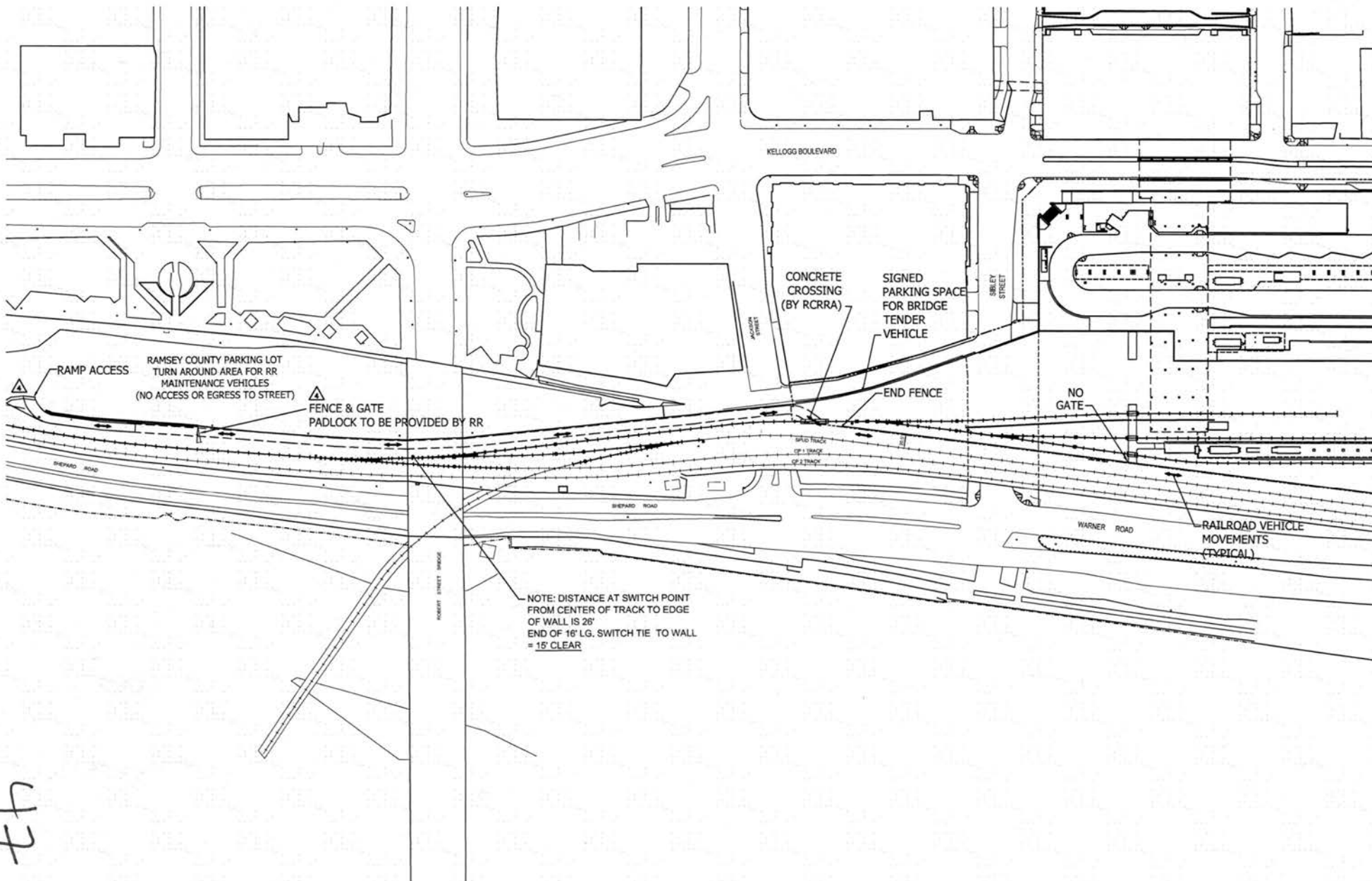


CONV. NO.	31810856
SCALE	1" = 20'-0" FS
DATE	AUG 18, 2011
DRAWN	W. J. JONES

SP NO. 091-595-023
SP NO. 091-595-024

18

A COMPANY OF THE



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UNION DEPOT
ST. PAUL, MINNESOTA



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DATE: DEC. 26, 2012, MN LIC. NO. 22814

REVISION HISTORY - THIS SHEET
REVISION - OCT 16, 2011
REVISION - OCT 16, 2011
REVISION - OCT 16, 2011
REVISION - OCT 16, 2011

RAILROAD LAYOUT

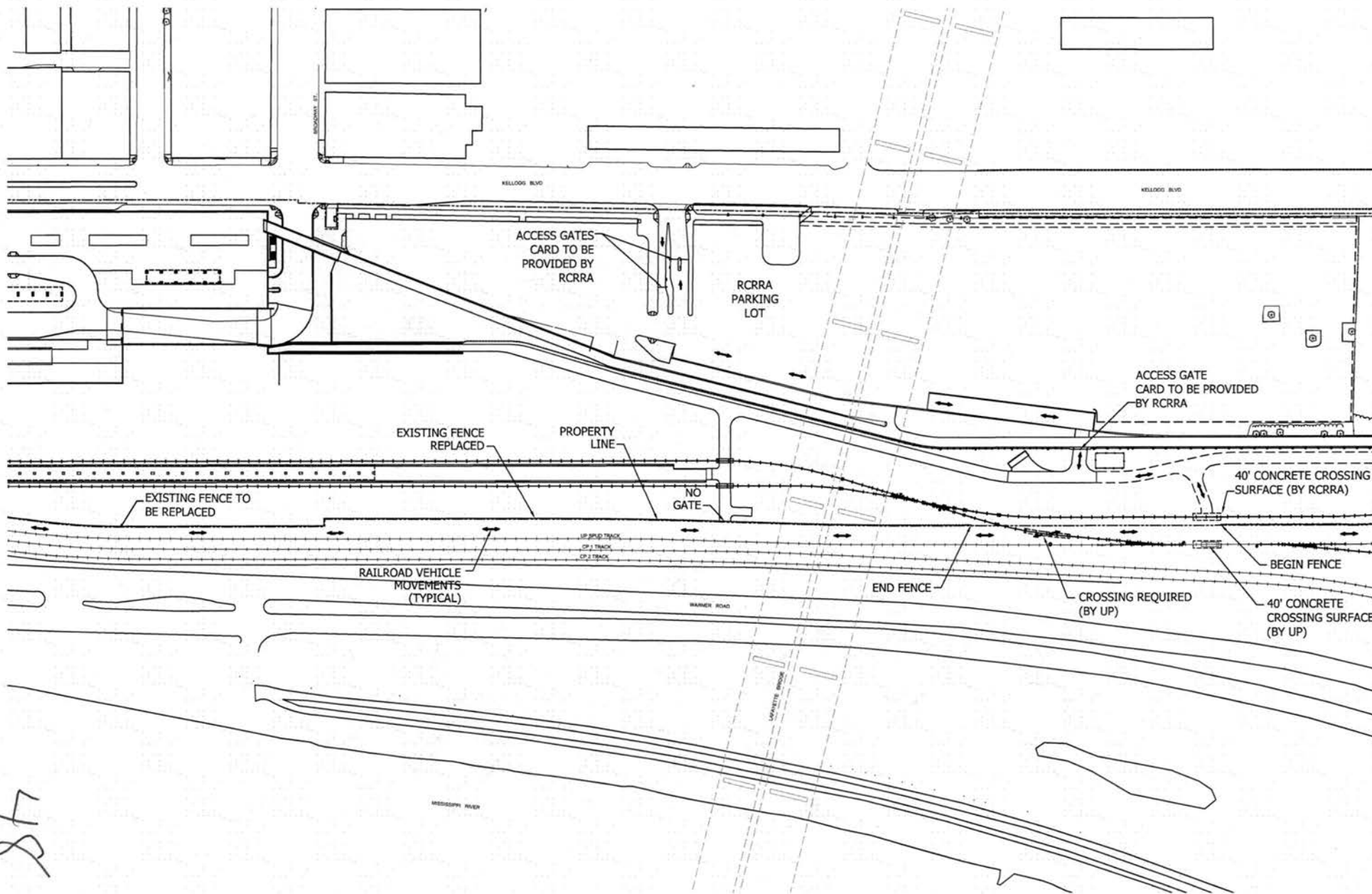
CONV. NO. 31810856
SCALE 1" = 20'-0" FS
DATE AUG 18, 2011
DRAWN ISURELL

RAILROAD ACCESS PLAN

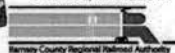
SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025

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GREGORY S. BROWN
DATE: DEC. 25, 2010 AM L.C. NO. 22814

REVISION HISTORY - THIS SHEET
REVISION 082 12, 2011
REVISION 082 12, 2011
REVISION 082 12, 2011
REVISION 082 12, 2011
REVISION 082 12, 2011

RAILROAD LAYOUT
CONTRACT NO. 31810856
SCALE 1" = 20'-0" FS
DATE AUG 18, 2011
DRAWN BURRELL

RAILROAD ACCESS PLAN
SP NO. 091-595-023
SP NO. 091-595-024
SP NO. 091-595-025
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**December 11, 2012 Union Depot, St. Paul, Minnesota
Renovation Project**

Revised and Restated Term Sheet

Soo Line Railroad Company – Ramsey County Regional Rail Authority

This Revised and Restated Term Sheet summarizes key provisions to be included in a future agreement between Soo Line Railroad Company dba Canadian Pacific ("CP") and Ramsey County Regional Rail Authority ("RCRRA") regarding the establishment of Amtrak Empire Builder service through the Union Depot ("The Depot") in Saint Paul, Minnesota. RCRRA intends to enter into similar agreements with all Class I railroads involved in station access or Amtrak operations, including Union Pacific Railroad ("UP"), BNSF Railway Company ("BNSF") and CP (collectively "The Railroads").

The current route of the Amtrak Empire Builder, trains #7 and #8, bypasses The Depot. RCRRA, through a contract with Mortenson Construction (Mortenson Team), intends to complete the Union Depot Project ("The Project") as defined subsequently in the Definition of Terms. The Project will involve renovations to existing buildings, construction of railroad track including connections to Class 1 tracks operated by The Railroads, platforms for passenger trains and associated features designed to facilitate the boarding and discharging of passengers to and from passenger trains.

The Railroads and RCRRA recognize that in order to route Empire Builder trains through the proposed Station Area, modifications will also be required to the track, signal and communications systems of The Railroads in the surrounding area. It is understood that the Minnesota Department of Transportation ("MnDOT") expects these modifications as well.

The purpose of this document is to identify the required improvements to be made and define operating parameters for design, construction and financial planning for The Project. This Term Sheet and the agreements which will embody it are expressly understood to permit access to The Depot Terminal Area only by Amtrak trains #7 and #8, in its current and projected configurations, or their successors and not by additional passenger trains. Should additional passenger trains serve The Depot additional analysis will be necessary to identify the required improvements to allow for their access to The Depot.

In the event that Amtrak discontinues Empire Builder service, this Term Sheet and subsequent agreements related to The Project will allow RCRRA or another competent authority to pursue the provision of intercity passenger train service to The Depot on a service frequency comparable to the existing Empire Builder by another operator, pursuant to an agreement between CP and such operator.

RCRRA and CP acknowledge that the Union Depot Railroad Approval Layout Set (Figure 4) represents preliminary engineering of the track improvements identified in Figures 1, 2 and 3 of this Term Sheet.

RCRRA and CP acknowledge that no provision of this Term Sheet or subsequent agreements related to The Project are intended to or will be construed as to restrict Amtrak's authority to enter into agreements with The Railroads to provide additional service to The Depot under 49 USC Sec. 24308.

Notwithstanding any other provision of this Term Sheet, none of the Parties shall have any binding, legal obligations hereunder unless and until the definitive agreements identified in Section H that incorporate the understandings contained in this Term Sheet have been executed and delivered by the Parties. Should the Parties fail for any reason to agree and sign such definitive agreements, the Parties shall have no further obligation whatsoever to one another with respect to the subject matter of this Term Sheet.

Definition of Terms

Union Depot ("The Depot") – The Union Depot is the entire 33-acre complex of buildings, track, platforms, roadways, parking lots and other facilities that are or will be on property owned by the Ramsey County Regional Rail Authority (RCRRA) and used to support the operation of an intercity passenger rail station. (See Figure 1).

Terminal Buildings – The Terminal Buildings are that part of the Union Depot that includes the Head House and the Concourse.

Head House – The Head House is the building located on the block bounded by 4th Street East, 5th Street East, Sibley Street North and Wacouta Street North.

Concourse – The Concourse is the building located south of the Head House, a portion of which is elevated over the area to be used for tracks, platforms and passenger pick-up and drop-off, and includes the elevated connection between the Head House and the Concourse that crosses Kellogg Boulevard.

Terminal Area – The Terminal Area is that part of the Union Depot that includes the Terminal Tracks, platforms and other facilities that are or will be constructed on RCRRA property between Kellogg Boulevard and tracks owned by The Railroads but not including the Terminal Buildings.

Union Depot Project ("The Project") – The Union Depot Project refers to those activities being undertaken by RCRRA that involve the renovation of the Terminal Buildings; the construction of tracks, platforms and other facilities within the Terminal Area and the construction/renovation of other facilities, structures and systems necessary for the operation of an intercity passenger station within the property owned by the RCRRA, including those track and signal modifications associated with Class I Tracks and described herein.

Terminal Tracks – The Terminal Tracks are all the railroad tracks that will be located on RCRRA property in the Terminal Area. These tracks are identified as 'Track 1', 'Track 2', 'Track 3', and the 'Tail Track' on Figure 1 and Figure 3.

The Railroads – For the purposes of this document, reference to The Railroads will specifically include the BNSF Railway (BNSF), the Canadian Pacific Railway (CP) and the Union Pacific Railroad (UP).

Class I Tracks – The term Class I Tracks will refer to all of the tracks on property owned by The Railroads. Tracks owned by a specific railroad will be referred to using the name of the railroad (i.e. CP Tracks, UP Tracks or BNSF Tracks.)

SPUD Track – The track known as the SPUD Track or St. Paul Union Depot Track is the Class I track closest to RCRRA property (see Figure 1). It is owned jointly by all three Class I railroads (UP, CP and BNSF) but is operated and maintained by the Union Pacific Railroad. The owners have agreed to transfer dispatching responsibility for the SPUD Track from UP to BNSF.

DTMF – Dual Tone Multi Frequency

Division Street Wye– The triangle (wye) of track and switches to the east of Union Depot as shown in Figure 3. Impacts to the Division Street Wye include the following:

BNSF Main Track 2 - As shown in Figures 1 and 3.

SPUD Track – As defined above and shown in Figures 1 and 3.

Southwest Division Street Wye Switch (Item #4, Figures 1 and 3)– As described in section A.3 as the “Southwest Wye Switch”.

Southeast Division Street Wye Switch (Item #5, Figures 1 and 3) – As described in section A.3 as the “Southeast Wye Switch”.

North Division Street Wye Switch (Item #11, Figures 1 and 3) – As described in section A.3 as the “North Wye Switch”.

Gillette Spur Switch (Item #12, Figures 1 and 3)– Switch connecting the BNSF Gillette Spur Track to the west leg of the Division Street Wye south of the North Wye Switch.

Union Depot Railroad Layout Approval Set – Refers to Railroad Layout Approval Set for state project nos. 091-595-023, 091-595-24, and 091-595-025 dated December 11, 2012 and is attached hereto as Figure 4.

Amtrak - shall mean the National Passenger Railroad Corporation and its permitted successors and assigns.

Attachments

The following list of attachments are incorporated by reference:

Figure 1: Union Depot Project Area, Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service.

Figure 2: Hoffman Interlocking and East, Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service.

Figure 3: Division Street Wye, Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service.

Figure 4: Union Depot Railroad Approval Layout Set.

The key issues are organized into the following categories merely to facilitate reference:

- A. Switch and Track Modifications
- B. Signal and Communications Modifications
- C. Design and Construction
- D. Dispatching
- E. Operations and Maintenance
- F. Design and Construction Funding
- G. Access
- H. Additional Agreements and/or Amendments to Existing Agreements Prior to Startup
- I. Construction Schedule

A. Switch and Track Modifications

1. Terminal Tracks and Connections

West Terminal Lead – A power switch (a switch controlled by a central dispatch center) will be installed on the west end of the Terminal Area that will connect the West Terminal Lead to the CP 1/SPUD Crossover just west of the point where the existing SPUD Track turns south to cross the Robert Street Lift Bridge. The installation of this switch will facilitate rapid and efficient access to the Terminal Area by Amtrak trains. (Figure 1; Item 1).

West Terminal Lead Derail – A power derail will be installed by CP along the West Terminal Lead to protect against rolling equipment entering onto the CP 1 Track.

East Terminal Lead – A power switch will be installed on the east end of the Terminal Area that will connect the East Terminal Lead to the SPUD Track. The installation of this switch also will facilitate rapid and efficient access to the Terminal Area by Amtrak trains. (Figure 1; Item 2 and Figure 3; Item 2).

Terminal Track – Two new terminal tracks will be constructed of sufficient length for the Amtrak Trains 7 & 8 to discharge

and load passengers without fouling the SPUD Track, CP 1 Track or access of passenger trains to planned future tracks.

A portion of a third terminal track will be constructed on the west end of the Terminal Area for approximately 500 feet eastward and stub-ended at this time. Plans for this third terminal track and any subsequent track changes or additions will be subject to prior BNSF, CP, UP and Amtrak approval.

Tail Track -A Tail Track is to be constructed on the east end of the Terminal Area that connects to Terminal Track 1 and Terminal Track 2 at the location of the East Terminal Track 1/Terminal Track 2 Switch. This switch, which will be a double slip switch, will allow the movement of trains between:

- 1) Terminal Track 1 and the Tail Track
- 2) Terminal Track 1 and the East Terminal Lead
- 3) Terminal Track 2 and the Tail Track
- 4) Terminal Track 2 and the East Terminal Lead

The Tail Track will be 1,042 feet long and extend from the Terminal Track 1/Terminal Track 2 Switch to the east and northeast in a curving manner that keeps it parallel to the west leg of the wye. The northeast end of the Tail Track will not be connected to the west leg of the wye, or any other track, and just dead end. The purpose of the Tail Track is to allow switching between Terminal Track 1 and Terminal Track 2 without requiring the use of the adjacent SPUD Track.

A private at-grade crossing across the Tail Track will be provided east of the East Terminal Lead/SPUD Switch that allows railroad motor vehicles to cross both the SPUD Track and the Tail Track, providing Railroad operating and maintenance personnel access to the UP, CP and BNSF Tracks in the vicinity.

A private access point will be provided to the west of the Terminal Area that allows railroad motor vehicles providing Railroad operating and maintenance personnel access to SPUD, BNSF, CP and UP Tracks in the vicinity.

Crossing warning signage will be installed on the private access road.

At the east end of the Terminal Tracks, the double slip switch connecting Terminal Tracks 1 and 2, the Tail Track, and the East Terminal Lead will serve as the derail to protect against

rolling equipment entering onto the SPUD Track.

A power or hand throw derail will be installed along the Tail Track to protect against rolling equipment striking equipment stored on the Tail Track.

2. CP 1/SPUD Crossover

CP 1/SPUD Crossover – To connect the West Terminal Lead to the CP 1/SPUD Crossover, the existing #10 switches on either end of the existing CP 1/SPUD Crossover will be replaced with #11 switches at their current locations.

This crossover replacement is necessary to maintain existing freight routing options. Powering of the switches is not only necessary for the efficient movement of passenger trains, but will expedite freight movements in the vicinity of the Terminal Area, reducing potential freight-passenger conflicts in the area. (Figure 1; Item 3).

3. Modifications to Existing Switches

Southwest Wye Switch – The switch between the south leg of the wye and the SPUD Track will be reconstructed or replaced at its current location and powered. The reconstruction or replacement and powering of this switch is necessary to avoid passenger trains having to stop while an employee detrains and manually operates the switch, an arrangement that would not be acceptable to Amtrak or the freight railroads. The power switch will facilitate rapid and efficient movement of both passenger and freight trains through the wye and will reduce potential freight-passenger conflicts in the area. (Figure 1; Item 4 and Figure 3; Item 4).

Southeast Wye Switch – The switch between the south leg of the wye and the BNSF Main Track 2, which leads to CP Main Track 2 to the east, will be reconstructed or replaced and powered. The reconstruction or replacement and powering of this switch will facilitate freight and passenger movements as described above. (Figure 1; Item 5 and Figure 3; Item 5).

North Wye Switch – The switch on the north end of the Division Street Wye, where the east and west legs of the wye are joined, will require circuitry changes for its integration with the BNSF dispatch system. (Figure 1; Item 11 and Figure 3; Item 11)

State Street Industrial Lead (SSIL) – The switch on the UP State Street Industrial Lead that connects the single track north of

Plato Blvd. to a double track section south of Plato Blvd. will be reconstructed or replaced and designated as a manual interlocker controlled by a dispatcher. The reconstruction or replacement and powering of this switch will expedite UP freight movements in the vicinity of the Terminal Area thereby reducing the potential of freight-passenger conflicts. The SSIL double track shall be extended north toward Plato Blvd. (Figure 1; Item 6)

UP Main Track Connection to CP Main – The switch between the CP 2 Track and the UP Main underneath the Warner Road viaduct will be replaced and DTMF controlled. The replacement and powering of this switch will enable UP crews to move freight trains between the UP Hoffman Yard and the CP 2 Track without stopping to manually operate the switch. The expedited movement of these trains reduces potential freight-passenger train conflicts in the vicinity of the Terminal Area.

Plans for these tracks and any subsequent track changes or additions would be subject to prior BNSF, CP and UP approval pursuant to the Hoffman Avenue Interlocking Agreement. (Figure 1; Item 7 and Figure 2; Item 7)

CP 1 to CP2 Right-hand Manual Crossover – The CP 1 to CP 2 manual crossover located west of the existing CP 2 to UP Main Switch will be relocated 100 feet to the west to satisfy current standards for the separating of switches. The crossover will continue to be manually operated (Figure 1; Item 9 and Figure 2; Item 9).

4. Track Reconstruction

South Leg of Wye – The south leg of the wye will be reconstructed to standards consistent with passenger train service. (Figure 1; Item 8 and Figure 3; Item 8).

SPUD Track – A short segment of the SPUD Track between the Southwest Wye Switch and the East Terminal Lead Switch will be reconstructed as a consequence of installing the East Terminal Lead Switch and reconstructing the Southwest Wye Switch. This is necessary to sustain efficient passenger train operation. (Figure 1; Items 2 & 4 and Figure 3; Items 2 & 4).

5. Switches

Except as noted above (*CP 1 to CP 2 Right-hand Manual Crossover and BNSF Gillette Spur*), all switches installed or

reconstructed related to this Project will be power or DTMF switches and equipped with snow melting devices.

6. Derails

All derails installed for The Project on properties owned or controlled by The Railroads will be powered and connected to a dispatch center.

All derails installed for The Project on properties owned or controlled by RCRRA will be powered or hand throw. If a derail is powered, it will be connected to a dispatch center.

B. Signal and Communications Modifications

1. CP-operated track

Except as otherwise indicated the switches on CP-operated track that will be constructed as part of The Project will be connected to the CP dispatch center and integrated into the CP Centralized Traffic Control (CTC) signal system. These include the:

- *West Terminal Lead Switch* (Figure 1; Item 1).
- *Crossover switches and signals attached to CP 1 /SPUD Crossover.*

The connection and/or integration of these switches will facilitate efficient passenger train movements to and from the Terminal Area.

The switch between the CP 2 Track and the UP Main underneath the Warner Road viaduct will be DTMF and use of this switch will be authorized by the CP St. Paul Yardmaster, not by the CP dispatch center. (Figure 1; Item 7 and Figure 2; Item 7)

2. UP-operated track

The following switch, which is currently operated by hand throw, will be configured as manual interlocker with a power switch connected to the UP dispatch center and integrated into the UP Centralized Traffic Control (CTC) signal system.

- *State Street Industrial Lead (SSIL)* –The switch that connects the two SSIL tracks to the single track north of Plato Blvd. (Figure 1; Item 6).

The connection and/or integration of these switches will facilitate efficient passenger train movements to and from the Terminal Area.

3. BNSF-operated and/or

The following switches are currently operated by hand throw

dispatched track

and will be modified to power and will be connected to the BNSF dispatch center and integrated into the BNSF Centralized Traffic Control (CTC) signal system.

- Southeast Wye Switch (Figure 1; Item 5 and Figure 3; Item 5) – The connection between the south leg of the wye and BNSF/CP Main Track 2.
- Southwest Wye Switch (Figure 1; Item 4 and Figure 3; Item 4) - The connection between the south leg of the wye and the SPUD Track.

The Gillette Spur Switch currently operates as a hand throw and will be replaced with an electric lock switch. (Figure 1; Item 12 and Figure 3; Item 12)

The following new switch on the east end of the Terminal Area will be connected to the BNSF dispatch center and integrated into the signal system:

- East Terminal Lead (Figure 1; Item 2 and Figure 3; Item 2).

The west leg of the Division Street Wye will be integrated into the BNSF dispatch system.

The connection and/or integration of these switches will facilitate efficient passenger train movements to and from the Terminal Area.

4. Terminal Track

Switches governing train movements between Terminal Track 1, 2, 3, and the Tail Track will be controlled by BNSF. This will include the power derail which is part of the double slip switch connecting Terminal Tracks 1 and 2 to the Tail Track.

5. Signal Interface

BNSF, CP, and UP will work to ensure cohesion of the interface of their signal/dispatching systems for the CP Merriam Park Subdivision, BNSF St. Paul Subdivision, the UP State Street Industrial Lead, the SPUD Track, and the Terminal Track.

6. Positive Train Control

The Parties agree that prior to completion of preliminary engineering for any signal or communications installation that impact the Terminal Tracks and their connections to the Railroads owned and controlled property, the Parties shall agree as to the responsible entities for complying with the federal regulatory requirements related to Positive Train Control. Such

an agreement shall be submitted to the FRA for comment prior to finalization.

C. Design and Construction

1. Mortenson Team

The Mortenson Team, under RCRRA's direction, will be responsible for engineering and final design of the Terminal Buildings and the Terminal Area, excluding those systems related to Class I Railroad signals and communication.

The Mortenson Team will also be responsible to consult with the Railroads on how designs are to be created: particularly those related to track. The Terminal Area specifications must be compatible with the Railroads' specifications on all components of the Union Depot Project that may affect Class I Railroad operation or the design and installation of signals.

Amtrak, UP, CP, BNSF, Mn/DOT, and USDOT will review, inspect and approve any preliminary engineering and route and aspect charts managed by the Mortenson Team. Amtrak, UP, CP and BNSF, and Mn/DOT will review, inspect and approve any final design and construction managed by the Mortenson Team. It is expected that all engineering design plans will be presented to Amtrak, The Railroads, RCRRA, and Mn/DOT for signature if accepted, USDOT would be expected to review and accept or reject the final design, but will not sign the final design plans.

The Mortenson Team will require a right of entry permit from the controlling Railroad for any work on Railroad property.

2. The Railroads General

The parties acknowledge that engineering/design agreements will confirm which party will own, design, construct, operate and maintain the improvements outlined in this Term Sheet. This will include connectivity for dispatching operations.

The Railroads acknowledge the need to coordinate the engineering/design and construction of the improvements identified in Figures 1, 2, 3 and 4. Subject to the agreement of The Railroads, it is proposed that CP would be the lead railroad in ensuring that this coordination occurs on those improvements that impact multiple railroads.

3. Union Pacific Railroad

UP will be responsible for engineering and final design of any signal and communications work on UP owned, dispatched, or controlled property, except for the East Terminal Lead, Southwest

Wye Switch and other pieces of the SPUD Track. UP has agreed that BNSF will dispatch these two switches and the SPUD Track under terms of a revised SPUD Track Agreement, to be negotiated.

UP will be responsible for the installation of the East Terminal Lead Switch and the Southwest Wye switch, and any necessary realignment of the SPUD Track.

UP will be responsible for the removal of the East #10 switch on the CP 1/SPUD Crossover and its replacement with a #11 switch. CP will be responsible for the removal of the West #10 switch on the CP 1/SPUD Crossover and its replacement with a #11 switch. CP will be responsible for integration of the CP 1/SPUD Crossover into the CP signaling and dispatch system.

UP will work with BNSF on the interface of the UP and BNSF dispatching systems to ensure their cohesion at the CP 1/SPUD Crossover where the two systems connect.
(Figure 1; Item 3)

CP will work with UP on the interface of the CP and UP dispatching systems to ensure their cohesion at the CP 1/SPUD Crossover where the two systems connect.
(Figure 1; Item 3)

UP will be responsible for design and construction of all improvements to the north end of the State Street Industrial Lead, including the installation of the State Street Industrial Lead Switch south of Plato Blvd and its integration with the UP communications system. UP will be responsible for extending the double track north toward Plato Boulevard.

4. Canadian Pacific

CP will be responsible for engineering and final design of any signal and communications work on CP property.

CP will be responsible for engineering and final design of any track work on CP owned, dispatched, or controlled property.

CP will be responsible for the installation of the West Terminal Lead switch and derail and will work with UP to complete removal of the existing CP 1/SPUD Crossover and installation of the new CP 1/ SPUD Crossover and its integration into the CP signaling and dispatch system.

UP will be responsible for the removal of the East #10 switch on

the CP 1/SPUD Crossover and its replacement with a #11 switch. CP will be responsible for the removal of the West #10 switch on the CP 1/SPUD Crossover and its replacement with a #11 switch. CP will be responsible for integration of the CP 1/SPUD Crossover into the CP signaling and dispatch system.

CP will work with BNSF on the interface of the CP and BNSF dispatching systems to ensure their cohesion at the CP1/SPUD Crossover and the Terminal Tracks where the two systems connect. (Figure 1; Items 1 and 3)

CP will work with UP on the interface of the CP and UP dispatching systems to ensure their cohesion at the CP 1/SPUD Crossover where the two systems connect. (Figure 1; Item 3)

CP will be responsible for the installation of the CP 2 to UP Main DTMF Switch. (Figure 1; Item 7 and Figure 2; Item 7).

CP will be responsible for the relocation of the CP1 to CP 2 Right-hand Manual Crossover that is currently located just west of the CP 2 Track to UP Main Switch (Figure 1; Item 9 and Figure 2; Item 9). Crossover will remain hand throw and will not be incorporated into the dispatch system.

5. BNSF Railway

BNSF will be responsible for engineering and final design of any signal and communications work on BNSF owned, dispatched, or controlled property including the Terminal Tracks.

BNSF will be responsible for engineering and final design of any track work on BNSF owned, dispatched, or controlled property, except for the SPUD Track, which will be UP's responsibility as set forth above.

BNSF will be responsible for replacement of the Southeast Wye Switch. (Figure 1; Item 5 and Figure 3; Item 5)

BNSF will be responsible for the integration of the East Terminal Lead Switch and the Southwest Wye Switch into the BNSF signaling and dispatch system.

BNSF will work with CP on the interface of the BNSF and CP dispatching systems to ensure their cohesion at the CP1/SPUD Crossover and the Terminal Tracks where the two systems connect. (Figure 1; Items 1 and 3)

BNSF will work with UP on the interface of the BNSF and UP

dispatching systems to ensure their cohesion at the CP1/SPUD Crossover where the two systems connect. (Figure 1; Item 3)

BNSF will be responsible for upgrading circuitry for the North Wye Switch. (Figure 1; Item 11 and Figure 3; Item 11)

BNSF will be responsible for replacing Gillette Spur Switch and any necessary reconstruction of the west leg of the Division Street Wye except for the SPUD Track, which will be UP's responsibility as set forth above. (Figure 1; Item 12 and Figure 3; Item 12)

6. Construction Staging

Construction and implementation of track, signal and communications equipment will be coordinated between Mortenson and The Railroads for the Terminal Area so as to minimize impact to Amtrak and freight operations.

D. Dispatching

1. West end of Terminal Area

CP will dispatch and control all switches installed in CP Track. This will include the West Terminal Lead Switch (Figure 1; Item 1) and the CP 1/SPUD Crossover (Figure 1; Item 3).

2. East end of Terminal Area

BNSF will dispatch the East Terminal Lead Switch, SPUD Track (up to but not including the CP 1/SPUD Crossover (Figure 1; Item 3)), the North Wye Switch and the Southwest Wye Switch.

3. Southeast Wye Switch

BNSF will dispatch the Southeast Wye Switch that connects to the south leg of the wye and the BNSF Main 2 tracks.

4. CP 2 to UP Main Switch

The CP St. Paul Yardmaster will continue to authorize the use of the DTMF switch that connects CP 2 to the UP Main. (Figure 1; Item 7 and Figure 2; Item 7)

5. Terminal Tracks

The Terminal Tracks will be controlled by BNSF. BNSF will determine the Terminal Track to be used by all inbound trains from either direction.

6. State Street Industrial Lead

UP will dispatch the new power switch at the north end of the State Street Industrial Lead.

7. Amtrak Operations

BNSF will work with Amtrak on dispatching needs for Amtrak Trains 7 and 8 as they relate to Union Depot.

E. Operations and Maintenance

1. Clearance of mainline The Terminal Track will be designed such that the Empire Builder under its current and projected configurations will clear The Railroads' mainline at both ends of the Terminal Area during loading and unloading of passengers at The Depot.
2. Switching
Responsibilities Amtrak and/or RCRRA will be responsible for switching in the Terminal Area either by performing these functions directly or arranging for these services to be provided by qualified personnel in consultation with The Railroads.
3. Switching Procedures Switching that occurs in the Terminal Area will not utilize or foul the adjacent Class I mainline tracks, including the SPUD Track, and will not block access for arriving and departing trains. The clear track length between the East and West Terminal Lead Switches will be a minimum of 2,690 feet and the ability to switch existing and future Empire Builder trains has been documented to the satisfaction of RCRRA.
4. Road Access The design of modifications to track, signals and communication systems will preserve existing road access to the main lines for maintenance and train crews.
5. Maintenance RCRRA will be responsible for maintenance of The Depot.

RCRRA will be responsible, at no expense to CP, for maintenance of track, signal and communications systems and utilities within the Terminal Area either by performing these functions directly or arranging for these services to be provided in consultation with the Railroads.

CP will be responsible for maintenance of track, signal and communications systems located on CP property.

RCRRA will reimburse CP (or arrange for CP to be reimbursed) for the incremental cost CP incurs to maintain the improvements installed or modified to accommodate Amtrak Empire Builder trains #7 & #8 as outlined in this Agreement.

All improvements must be maintained at the level to which they were implemented for a term of 20 years from the date they were put into service. If service is discontinued, improvements must be maintained for a period of one year allowing for resumption of service at same level of operations as Amtrak.

F. Design and Construction Funding

1. Funding

RCRRA will be responsible for all costs associated with the design and construction of the track, signal and communications modifications outlined in this document.

The Railroads' expense for participation in engineering and final design and other project planning shall be a reimbursable expense paid for by RCRRA. This expense will be determined as part of additional agreements between the RCRRA and CP, the RCRRA and UP, and the RCRRA and BNSF.

2. RCRRA Right to Review

RCRRA, MNDOT and USDOT will review and approve designs prepared and force account costs advanced by CP.

G. Access

1. Amtrak operations into The Depot

CP agrees that the improvements identified herein are sufficient to support access to The Depot by Amtrak trains #7 and #8 or their successor and CP agrees to work with Amtrak, BNSF, UP and RCRRA to develop an operating agreement or an amendment to an existing operating agreement to permit access to The Depot by Amtrak trains #7 and #8 or their successors for a period of not less than 20 years from the date the Depot Project is placed in service.

Except as otherwise agreed by the parties and Amtrak, CP agrees that the Terminal Tracks are for the exclusive use of passenger services. With the permission of RCRRA and Amtrak, CP may occupy the Terminal Tracks in emergency situations or for freight storage, set off or pick up.

Note: The longest Empire Builder trains projected by Amtrak (1,740 feet) can be accommodated on either Terminal Track 1 or Terminal Track 2 but not without blocking access by other trains to Terminal Tracks 1 or 2.

H. Additional Agreements and/or Amendments to Existing Agreements Prior to Startup

The following implementing agreements involving the Railroads are proposed:

1. Engineering Agreement

CP will require execution of an engineering agreement before initiating any work (including signal design) related to the Project.

- | | |
|---|--|
| 2. Construction and Maintenance Agreement | An agreement or agreements to cover CP construction and subsequent maintenance of the planned improvements on CP property. |
| 3. Amtrak/CP Operating Agreement | An operating agreement or an amendment to an existing operating agreement between Amtrak and CP is required prior to start up of Amtrak service at the Terminal Area. |
| 4. BNSF/CP Paired Main Agreement | Amtrak will continue to operate the Empire Builder on the BNSF/CP Paired Main as CP's admittee. In order to route the Empire Builder through the Terminal Area, Amtrak will use a portion of the Paired Main between Hoffman Avenue and Division Street and use the Southeast Wye Switch. This operational change does not require amendment of the Paired Main Agreement. |
| 5. Hoffman Avenue Interlocking Agreement | A letter of consent may need to be executed among BNSF, CP, and UP if any changes to the Hoffman Avenue Interlocker result as part of The Project. |
| 6. SPUD Agreement | An amendment to the joint facility agreement will be needed to admit Amtrak as CP's admittee, formalize the transfer of dispatching authority from UP to BNSF, and, as may be agreed, to formalize the assignment of signal construction, maintenance, repair and renewal responsibility from UP to BNSF. |

I. Construction Schedule

- | | |
|--|--|
| 1. Final Designs Complete | <p>Final Terminal Track design plans will be prepared by the Mortenson team under the direction of RCRRA and approved by USDOT. These final design plans will be available by December 14, 2012.</p> <p>Final track design and signal/communication plans for track owned, dispatched, or controlled by BNSF will be prepared by BNSF.</p> <p>Final track design and signal/communication plans for track owned, dispatched, or controlled by CP will be prepared by CP.</p> <p>Final track design and signal/communication plans for track owned, dispatched, or controlled by UP will be prepared by UP.</p> |
| 2. Design, Construction & Maintenance Agreements | These agreements will address the requirements in 49 U.S.C. § 24405 (c), design, construction, on-going maintenance, |

Executed

operational issues and reimbursement to the Railroads by RCRRA.

3. Signal and
Communications Design

Subject to final agreement to proceed and implementation of necessary agreements, CP will complete the signal and communications design.

Agreed by:

Signature and Date

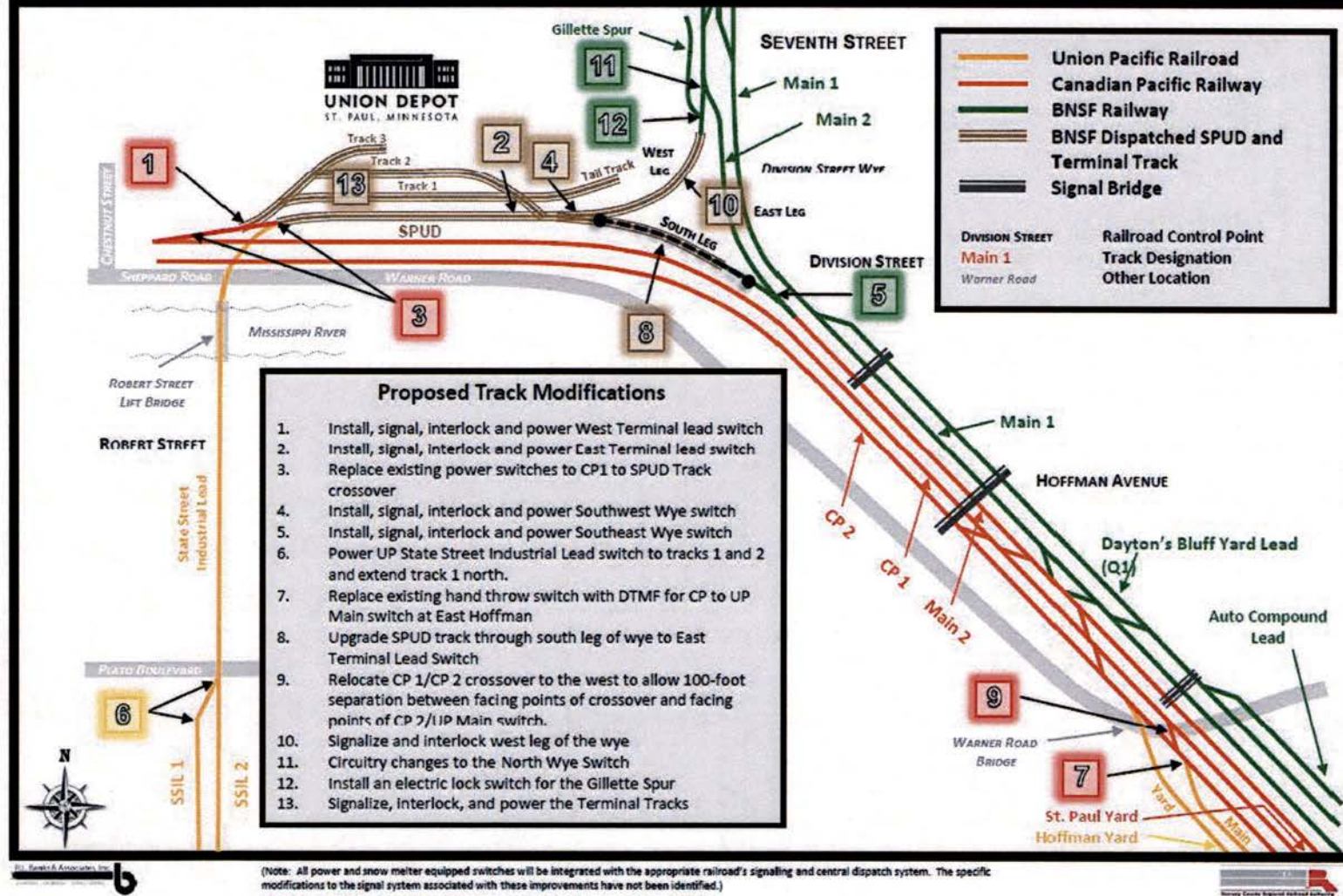
Name: _____
Title: _____
Ramsey County Regional Railroad
Authority

Signature and Date

Name: _____
Title: _____
Soo Line Railroad Company
dba Canadian Pacific

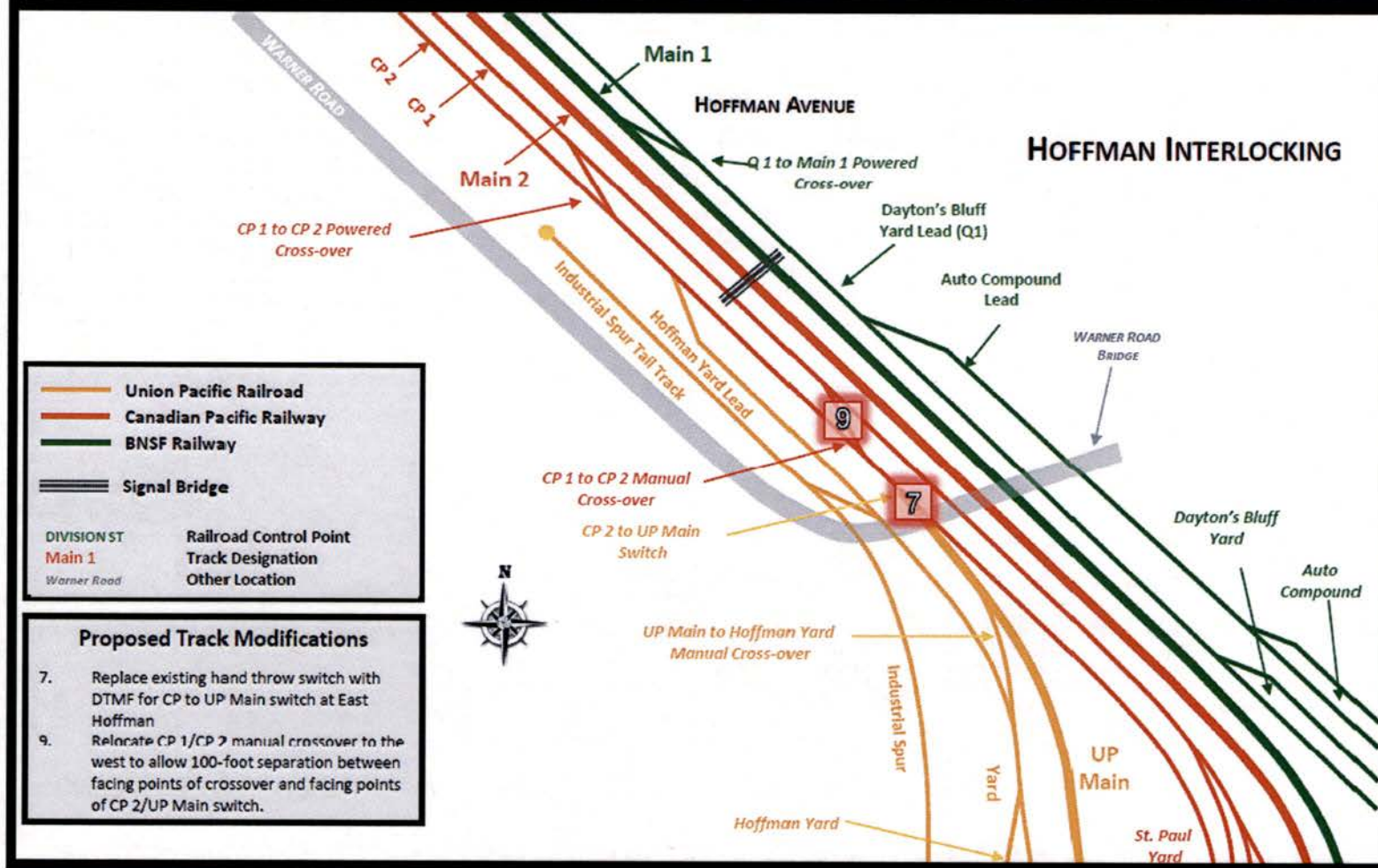
Figure 1: Union Depot Project Area

Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/19/12



(Note: All power and snow melter equipped switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)

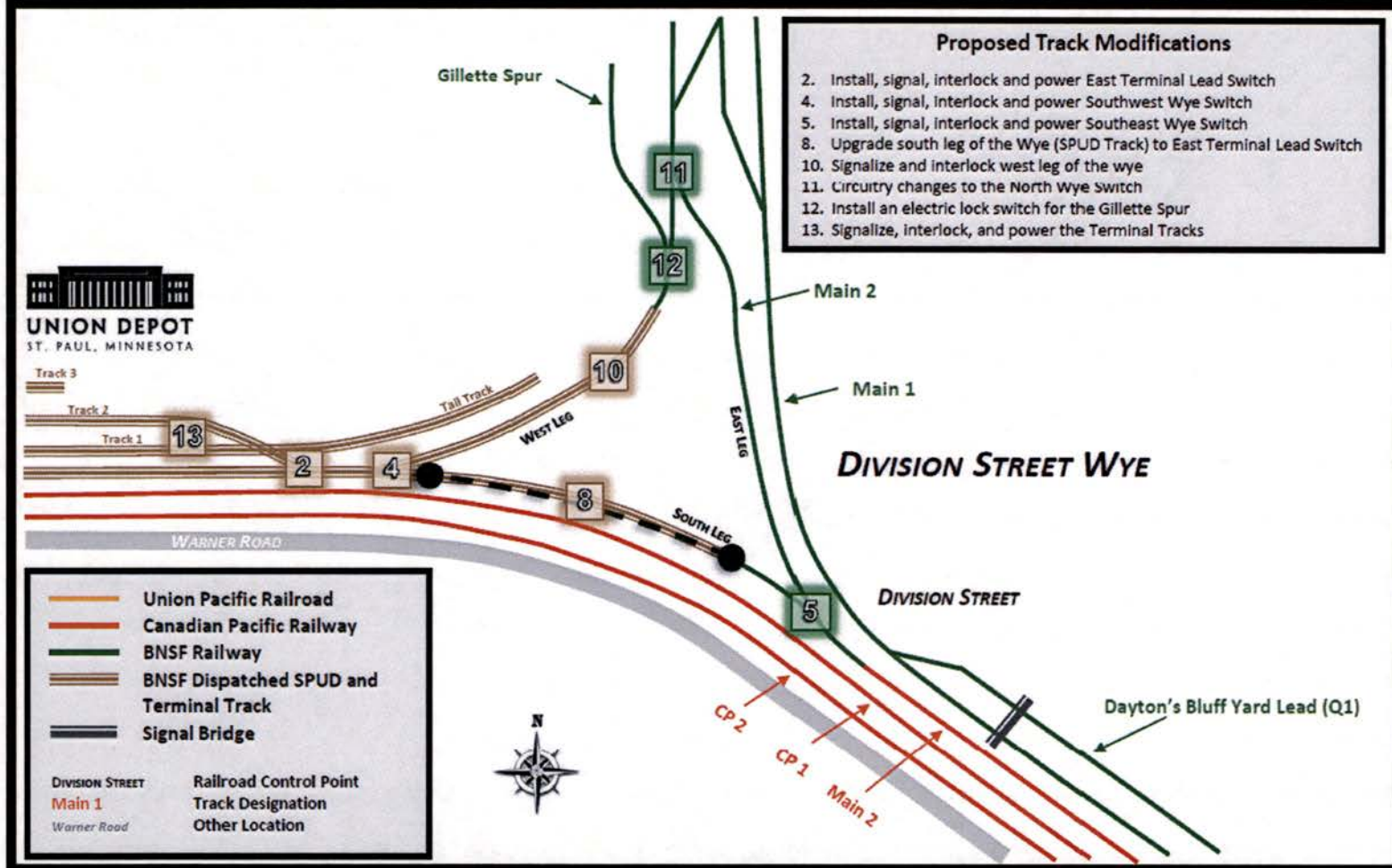
Figure 2: Hoffman Interlocking and East
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/19/12



(Note: All power and snow melter equipped switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)



Figure 3: Division Street Wye
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
 11/19/12



(note: All power and snow melter equipped switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)



Figure 4
Union Depot Railroad Approval Layout Set

[Same as Figure 4, Attachment # 1, Item # 1.]
* see page # 28

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**December 11, 2012 Union Depot, St. Paul, Minnesota
Renovation Project**

Revised and Restated Term Sheet

Union Pacific Railroad Company – Ramsey County Regional Rail Authority

This Revised and Restated Term Sheet summarizes key provisions to be included in a future agreement between Union Pacific Railroad Company ("UP") and Ramsey County Regional Rail Authority ("RCRRA") regarding the establishment of Amtrak Empire Builder service through the Union Depot ("The Depot") in Saint Paul, Minnesota. RCRRA intends to enter into similar agreements with all Class I railroads involved in station access or Amtrak operations, including Canadian Pacific Railroad ("CP"), BNSF Railway Company ("BNSF") and UP (collectively "The Railroads").

The current route of the Amtrak Empire Builder, trains #7 and #8, bypasses The Depot. RCRRA, through a contract with Mortenson Construction (Mortenson Team), intends to complete the Union Depot Project ("The Project") as defined subsequently in the Definition of Terms. The Project will involve renovations to existing buildings, construction of railroad track including connections to Class 1 tracks operated by The Railroads, platforms for passenger trains and associated features designed to facilitate the boarding and discharging of passengers from passenger trains.

The Railroads and recognize that in order to route Empire Builder trains through the proposed Station Area, modifications will also be required to the track, signal and communications systems of The Railroads in the surrounding area. It is understood the Minnesota Department of Transportation ("MnDOT") expects these modifications as well.

The purpose of this document is to identify the required improvements to be made and define operating parameters for design, construction and financial planning of the Project. This Term Sheet and the agreements which will embody it are expressly understood to permit access to The Depot Terminal Area only by Amtrak trains #7 and #8, in their current and projected configurations, at a rate of no more than one train pair daily, and not by additional passenger trains, whether or not operated by Amtrak. Prior to additional passenger trains serving The Depot, additional analysis will be necessary to identify and construct the required improvements to allow for their access to The Depot.

In the event that Amtrak discontinues Empire Builder service, this Term Sheet and subsequent agreements related to the The Project will allow RCRRA or another competent authority to pursue the provision of intercity passenger train service at The Depot on a service frequency no greater than the existing Empire Builder by another operator.

RCRRA and UP acknowledge that the Union Depot Railroad Approval Layout Set (Figure 4) represents preliminary engineering of the track improvements identified in Figures 1, 2 and 3 of this Term Sheet.

Notwithstanding any other provision of this Term Sheet, none of the Parties shall have any binding, legal obligations hereunder unless and until the definitive agreements identified in Section H that incorporate the understandings contained in this Term Sheet have been executed and delivered by the Parties. Should the Parties fail for any reason to agree and sign such definitive agreements, the Parties shall have no further obligation whatsoever to one another with respect to the subject matter of this Term Sheet, except as set forth in any fully executed agreements.

Definition of Terms

Union Depot ("The Depot") – The Union Depot is the entire 33-acre complex of buildings, track, platforms, roadways, parking lots and other facilities that are or will be on property owned by the Ramsey County Regional Rail Authority (RCRRA) and used to support the operation of an intercity passenger rail station. (See Figure 1).

Terminal Buildings – The Terminal Buildings are that part of the Union Depot that includes the Head House and the Concourse.

Head House – The Head House is the building located on the block bounded by 4th Street East, 5th Street East, Sibley Street North and Wacouta Street North.

Concourse – The Concourse is the building located south of the Head House, a portion of which is elevated over the area to be used for tracks, platforms and passenger pick-up and drop-off, and includes the elevated connection between the Head House and the Concourse that crosses Kellogg Boulevard.

Terminal Area – The Terminal Area is that part of the Union Depot that includes the Terminal Tracks, platforms and other facilities that are or will be constructed on RCRRA property between Kellogg Boulevard and tracks owned by The Railroads but not including the Terminal Buildings.

Union Depot Project ("The Project") – The Union Depot Project refers to those activities being undertaken by RCRRA that involve the renovation of the Terminal Buildings; the construction of tracks, platforms and other facilities within the Terminal Area and the construction/renovation of other facilities, structures and systems necessary for the operation of an intercity passenger station within the property owned by the RCRRA, including those track and signal modifications associated with Class I Tracks and described herein.

Terminal Tracks – The Terminal Tracks are all the railroad tracks that will be located on RCRRA property in the Terminal Area. These tracks are identified as 'Track 1', 'Track 2', Track 3' and the 'Tail Track' on Figure 1 and Figure 3.

The Railroads – For the purposes of this document, reference to The Railroads will specifically include the BNSF Railway (BNSF), the Canadian Pacific Railway (CP) and the Union Pacific Railroad (UP).

Successors – Replacement intercity trains through The Depot at a rate of no more than one train pair per day.

Class I Tracks – The term Class I Tracks will refer to all of the tracks on property owned by The Railroads. Tracks owned by a specific railroad will be referred to using the name of the railroad (i.e. CP Tracks, UP Tracks or BNSF Tracks.)

SPUD Track – The track known as the SPUD Track is the Class I track closest to RCRRA property (see Figure 1). It is owned jointly by all three Class I railroads (UP, CP and BNSF) but is controlled and maintained by the Union Pacific Railroad. The owners have agreed to transfer dispatching responsibility for the SPUD Track from UP to BNSF.

DTMF – Dual Tone Multi Frequency

Division Street Wye – The triangle (wye) of track and switches to the east of Union Depot as shown in Figure 3. Impacts to the Division Street Wye include the following:

BNSF Main Track 2 - As shown in Figure 1 through Figure 3.

SPUD Track – As defined above and shown in Figure 1 and Figure 3.

Southwest Division Street Wye Switch (Item #4, Figures 1 and 3) – As described in section A.3 as the “Southwest Wye Switch”.

Southeast Division Street Wye Switch (Item #5, Figures 1 and 3) – As described in section A.3 as the “Southeast Wye Switch”.

North Division Street Wye Switch (Item #11, Figures 1 and 3) – As described in section A.3 as the “North Wye Switch”.

Gillette Spur Switch (Item #12, Figures 1 and 3)– Switch connecting the BNSF Gillette Spur Track to the west leg of the Division Street Wye south of the North Wye Switch.

Union Depot Railroad Layout Approval Set (Figure 4) – Refers to Railroad Layout Approval Set for state project nos. 091-595-023, 091-595-24, and 091-595-025 dated December 11, 2012 and is attached hereto as Figure 4.

Amtrak - shall mean the National Railroad Passenger Corporation and its permitted successors and assigns.

Attachments

The following list of attachments are incorporated by reference:

- Figure 1: Union Depot Project Area, Track Modifications Required to Support Access to Union Depot for Existing Empire Builder Service.
- Figure 2: Hoffman Interlocking and East, Union Depot Project Area, Track Modifications Required to Support Access to Union Depot for Existing Empire Builder Service .
- Figure 3: Division Street Wye, Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service.
- Figure 4: Union Depot Railroad Approval Layout Set.

The key issues are organized into the following categories merely to facilitate reference:

- A. Switch and Track Modifications
- B. Signal and Communications Modifications
- C. Design and Construction
- D. Dispatching
- E. Operations and Maintenance
- F. Design and Construction Funding
- G. Access
- H. Additional Agreements and/or Amendments to Existing Agreements Prior to Startup
- I. Construction Schedule

A. Switch and Track Modifications

1. Terminal Tracks and Connections

West Terminal Lead – A power switch (a switch controlled by a central dispatch center) will be installed on the west end of the Terminal Area that will connect the West Terminal Lead to the CP 1/SPUD Crossover just west of the point where the existing SPUD Track turns south to cross the Robert Street Lift Bridge. The installation of this switch will facilitate rapid and efficient access to the Terminal Area by Amtrak trains. (Figure 1; Item 1).

West Terminal Lead Derail – A power derail will be installed by CP along the West Terminal Lead to protect against rolling equipment entering onto the CP 1 Track.

East Terminal Lead – A power switch will be installed on the east end of the Terminal Area that will connect the East Terminal Lead to the SPUD Track. The installation of this switch will facilitate rapid and efficient access to the Terminal Area by Amtrak trains. (Figure 1; Item 2 and Figure 3; Item 2).

Terminal Track– Two new terminal tracks will be constructed of sufficient length for the Amtrak Trains 7 & 8 to discharge and load passengers without fouling the SPUD Track, CP 1

Track or access of passenger trains to planned future tracks.

A portion of a third terminal track will be constructed on the west end of the Terminal Area for approximately 500 feet eastward and stub-ended at this time.

Plans for this third terminal track and any subsequent track changes or additions will be subject to prior BNSF, CP, UP and Amtrak approval.

Tail Track - A Tail Track is to be constructed on the east end of the Terminal Area that connects to Terminal Track 1 and Terminal Track 2 at the location of the East Terminal Track 1/Terminal Track 2 switch. This switch, which will be a double slip switch, will allow the movement of trains between:

- 1) Terminal Track 1 and the Tail Track
- 2) Terminal Track 1 and the East Terminal Lead
- 3) Terminal Track 2 and the Tail Track
- 4) Terminal Track 2 and the East Terminal Lead

The Tail Track will be 1,042 feet long and extend from the Terminal Track 1/Terminal Track 2 Switch to the east and northeast in a curving manner that keeps it parallel to the west leg of the wye. The northeast end of the Tail Track will not be connected to the west leg of the wye, or any other track, and just dead end. The purpose of the Tail Track is to allow switching between Terminal Track 1 and Terminal Track 2 without requiring the use of the adjacent SPUD Track.

A private at-grade crossing across the Tail Track will be provided east of the East Terminal Lead/SPUD Switch that allows railroad motor vehicles to cross both the SPUD Track and the Tail Track, providing Railroad operating and maintenance personnel access to the UP, CP and BNSF Tracks in the vicinity. The Tail Track will not be used for car storage in a manner that blocks the at-grade crossing.

A private access point will be provided to the west of the Terminal Area that allows railroad motor vehicles providing Railroad operating and maintenance personnel access to CP and UP Tracks in the vicinity.

Crossing warning signage will be installed on the private access road.

At the east end of the Terminal Track, the double slip switch

connecting Terminal Tracks 1 and 2, the Tail Track, and the East Terminal Lead will serve as the derail to protect against rolling equipment entering onto the SPUD Track.

A power or hand throw derail will be installed along the Tail Track to protect against rolling equipment striking equipment stored on the Tail Track.

2. CP 1/SPUD Crossover

CP 1/SPUD Crossover – To facilitate connection of the West Terminal Lead to the CP 1/SPUD Crossover, the existing #10 switches on either end of the existing CP 1/SPUD Crossover will be replaced with #11 switches at their current locations.

This crossover is necessary to maintain existing freight routing options. Equipping it with power switches would improve freight operations in the vicinity of the Terminal Area which would reduce potential freight-passenger conflicts in the area. (Figure 1; Item 3)

3. Modifications to Existing Switches

Southwest Wye Switch – The switch between the south leg of the wye and the SPUD Track will be reconstructed or replaced at its current location and powered. The reconstruction or replacement and powering of this switch is necessary so that trains needn't stop while an employee detrains and manually operates the switch. The power switch will facilitate rapid and efficient movement of trains through the wye and will reduce potential freight-passenger conflicts in the area. (Figure 1; Item 4 and Figure 3; Item 4).

Southeast Wye Switch – The switch between the south leg of the wye and the BNSF Main Track 2 to the east will be reconstructed or replaced and powered. The reconstruction or replacement and powering of this switch will facilitate train movements as described above. (Figure 1; Item 5 and Figure 3; Item 5).

North Wye Switch – The switch on the north end of the Division Street Wye, where the east and west legs of the wye are joined, will require circuitry changes for its integration with the BNSF dispatch system so that trains can efficiently traverse the west leg of Division Street Wye. (Figure 1; Item 11 and Figure 3; Item 11)

State Street Industrial Lead (SSIL) – The switch on the UP State Street Industrial Lead that connects the single track north of

Plato Blvd. to a double track section south of Plato Blvd. will be reconstructed or replaced and designated as a manual interlocker controlled by a dispatcher, and powered. The reconstruction or replacement and powering of this switch will expedite UP and CP train movements in the vicinity of the Terminal Area, thereby reducing the potential of freight-passenger conflicts. The SSIL double track shall be extended north toward Plato Blvd. (Figure 1; Item 6).

UP Main Track Connection to CP Main – The switch between the CP 2 Track and the UP Main underneath the Warner Road viaduct will be replaced and DTMF controlled. The replacement and powering of this switch will enable UP crews to move trains between the UP Hoffman Yard and the CP 2 Track without stopping to manually operate the switch. The expedited movement of these trains reduces potential train conflicts in the vicinity of the Terminal Area. (Figure 1; Item 7 and Figure 2; Item 7)

Plans for these tracks and any subsequent track changes or additions would be subject to prior BNSF, CP and UP approval pursuant to the Hoffman Avenue Interlocking Agreement.

CP 1 to CP2 Right-hand Manual Crossover – The CP 1 to CP 2 manual crossover located west of the existing CP 2 to UP Main Switch will be relocated 100 feet to the west to satisfy current standards for the separation of switches. The crossover will continue to be manually operated (Figure 1; Item 9 and Figure 2; Item 9).

4. Track Reconstruction

South Leg of Wye – The south leg of the wye will be reconstructed to standards consistent with passenger train service. (Figure 1; Item 8 and Figure 3; Item 8).

SPUD Track – A short segment of the SPUD Track between the Southwest Wye Switch and the East Terminal Lead Switch will be reconstructed as a consequence of installing the East Terminal Lead Switch and reconstructing the Southwest Wye Switch. This is necessary to sustain efficient train operations. (Figure 1; Items 2 & 4 and Figure 3; Items 2 & 4).

5. Switches

Except as noted above (CP 1 to CP2 Right-hand Manual Crossover and Gillette Spur), all switches installed or

reconstructed for this Project on properties owned or controlled by The Railroads will be power or DTMF switches and equipped with switch heaters.

6. Derails

All derails installed for The Project on properties owned or controlled by The Railroads will be powered and connected to a dispatch center.

All derails installed for The Project on properties owned or controlled by RCRRA will be powered or hand throw. If a derail is powered, it will be connected to a dispatch center.

B. Signal and Communications Modifications

1. CP-controlled track

The following switches on CP-operated track will be connected to the CP dispatch center and integrated into the CP Centralized Traffic Control (CTC) signal system:

- West Terminal Lead Switch (Figure 1; Item 1).
- Crossover switches and signals attached to the CP I/SPUD Crossover.

The connection and/or integration of these switches will facilitate efficient passenger train movements to and from the Terminal Area.

The switch between the CP 2 Track and the UP Main underneath the Warner Road viaduct will be DTMF and use of this switch will be authorized by the CP St. Paul Yardmaster, not from the CP dispatch center. (Figure 1; Item 7 and Figure 2; Item 7).

2. UP-controlled track

The following switch, which is currently operated by hand throw, will be configured as a manual interlocker with a power switch connected to the UP dispatch center and integrated into the UP Centralized Traffic Control (CTC) signal system.

- State Street Industrial Lead (SSIL) –The switch that connects the two SSIL tracks to the single track north of Plato Blvd. (Figure 1; Item 6).

Powering these switches will facilitate efficient train movements to, from and through the Terminal Area.

3. BNSF-operated and/or dispatched track

The following switches are currently operated by hand throw and will be modified to power and will be connected to the BNSF dispatch center and integrated into the BNSF Centralized

Traffic Control (CTC) signal system.

- Southeast Wye Switch (Figure 1; Item 5 and Figure 3; Item 5) – The connection between the south leg of the wye and BNSF/CP Main Track 2. This is currently an electric lock switch.
- The Southwest Wye Switch (Figure 1; Item 4 and Figure 3; Item 4) - The connection between the south leg of the wye and the SPUD Track.

The Gillette Spur Switch currently operates as a hand throw and will be replaced with an electric lock switch.
(Figure 1; Item 12 and Figure 3; Item 12)

The following new switch on the east end of the Terminal Area will be connected to the BNSF dispatch center and integrated into the signal system:

- East Terminal Lead (Figure 1; Item 2 and Figure 3; Item 2).

The west leg of the Division Street Wye will be integrated into the BNSF dispatch system.

The connection and/or integration of these switches will facilitate efficient passenger train movements to and from the Terminal Area.

4. Terminal Track

Switches governing train movements between Terminal Track 1, 2, 3, and the Tail Track will be controlled by BNSF. This will include the power derail which is part of the double slip switch connecting Terminal Tracks 1 and 2 to the Tail Track.

5. Signal Interface

BNSF, CP, and UP will work to ensure the interface of their signal/dispatching systems for the CP Merriam Park Subdivision, BNSF St. Paul Subdivision, the UP State Street Industrial Lead, the SPUD Track, and the Terminal Track.

6. Positive Train Control

The Parties agree that prior to completion of preliminary engineering for any signal or communications installation that impact the Terminal Tracks and their connections to the Railroads owned and controlled property, the Parties shall agree as to the responsible entities for complying with the federal regulatory requirements related to Positive Train Control. Positive Train Control systems shall be for the benefit of the passenger operator. Such an agreement shall be submitted to

the FRA for comment prior to finalization.

The parties do not anticipate that it will be necessary to install Positive Train Control on any of the UP switches or other UP trackage associated with the improvements to THE SPUD OR the State Street Industrial Lead. In no event will UP be required to expend its own funds on Positive Train Control on trackage associated with The Project.

C. Design and Construction

1. Mortenson Team

The Mortenson Team, under RCRRA's direction, will be responsible for engineering and final design of the Terminal Buildings and the Terminal Area, excluding those systems related to Class I Railroad signals and communication.

The Mortenson Team will also be responsible to consult with the Railroads on how designs are to be created, particularly those related to track. The Terminal Area specifications must be compatible with the Railroads' specifications on all components of the Union Depot Project that may affect Class I Railroad operation or the design and installation of signals. The Railroads will review and comment on engineering track design prepared by Mortenson.

Amtrak, UP, CP, and BNSF will review, inspect and approve any preliminary engineering and route and aspect charts managed by the Mortenson Team for trackage owned or controlled by the freight railroads. It is expected that all engineering design plans will be presented to Amtrak, The Railroads, RCRRA, and MNDOT for signature if accepted. USDOT would be expected to review and accept or reject the final design, but not sign the final design plans.

The Railroads will require each individual of the Mortenson Team to obtain a right of entry permit from each railroad for any work on Railroad property.

2. The Railroads General

The Term Sheet will specify which parties will own, design, construct, operate and maintain the improvements outlined in this Term Sheet. This will include connectivity for dispatching operations.

If definitive agreements are executed, The Railroads would propose to coordinate with the parties on the engineering/design

and construction of the improvements identified in Figures 1, 2, 3 and 4. Subject to agreement of The Railroads, it is proposed that CP would be the lead railroad in ensuring that this coordination occurs on those improvements that impact multiple railroads.

3. Union Pacific Railroad

UP will be responsible for engineering and final design of any signal and communications work on UP owned, dispatched, or controlled property, except for the East Terminal Lead, the Southwest Wye Switch, and other pieces of the SPUD Track. UP has agreed that BNSF will dispatch these two switches and the SPUD Track under terms of a revised SPUD Track Agreement.

UP will be responsible for the installation of the East Terminal Lead Switch and the Southwest Wye Switch, and any necessary realignment of the SPUD Track.

UP will be responsible for the removal of the East #10 switch on the CP 1/SPUD Crossover and its replacement with a #11 switch. CP will be responsible for the removal of the West #10 switch on the CP 1/SPUD Crossover and its replacement with a #11 switch. CP will be responsible for the integration of the CP 1/SPUD Crossover into the CP signaling and dispatch system.

UP will work with BNSF on the interface of the UP and BNSF dispatching systems to ensure their cohesion at the CP 1/SPUD Crossover where the two systems connect.
(Figure 1; Item 3)

UP will work with CP on the interface of the UP and CP dispatching systems to ensure their cohesion at the CP 1/SPUD Crossover where the two systems connect.
(Figure 1: Item 3)

UP will be responsible for design and construction of all improvements to the north end of the State Street Industrial Lead, including the installation of the State Street Industrial Lead Switch south of Plato Blvd and its integration with the UP communications system. UP will be responsible for extending the double track north toward Plato Blvd.

4. Canadian Pacific

CP will be responsible for engineering and final design of any signal and communications work on CP owned, dispatched, or controlled property.

CP will be responsible for engineering and final design of any track work on CP owned, dispatched, or controlled property.

CP will be responsible for the installation of the West Terminal Lead Switch and derail and will work with UP to complete removal of the existing CP 1/SPUD Crossover and installation of the new CP 1/ SPUD Crossover and its integration with the CP signaling and dispatch system. (Figure 1; Item 3.)

UP will be responsible for the removal of the East #10 switch on the CP 1/SPUD Crossover and its replacement with a #11 switch. CP will be responsible for the removal of the West #10 switch on the CP 1/SPUD Crossover and its replacement with a #11 switch. CP will be responsible for the integration of the CP 1/SPUD Crossover into the CP signaling and dispatch system.

CP will work with BNSF on the interface of the CP and BNSF dispatching systems to ensure their cohesion at the CP 1/SPUD Crossover where the two systems connect. (Figure 1; Items 1 and 3)

CP will be responsible for the installation of the CP 2 to UP Main DTMF Switch, and its functionality for train movements. (Figure 1; Item 7 and Figure 2; Item 7).

CP will be responsible for the relocation of the CP1 to CP 2 Right-hand Manual Crossover that is currently located just west of the CP 2 Track to UP Main Switch (Figure 1; Item 9 and Figure 2; Item 9). Crossover will remain hand throw and will not be incorporated into the dispatch system.

5. BNSF Railway

BNSF will be responsible for engineering and final design of any signal and communications work on properties owned, dispatched, or controlled by BNSF including the Terminal Tracks.

BNSF will be responsible for engineering and final design of any track work on BNSF owned, dispatched, or controlled property, except for the SPUD Track, which will be UP's responsibility as set forth above.

BNSF will be responsible for replacement of the Southeast Wye Switch. (Figure 1; Item 5 and Figure 3; Item 5)

BNSF will be responsible for the integration of the East Terminal Lead Switch and the Southwest Wye Switch into the BNSF signaling and dispatch system.

BNSF will work with CP on the interface of the BNSF and CP dispatching systems to ensure their cohesion at the CP 1/SPUD

Crossover and the Terminal Tracks where the two systems connect. (Figure 1; Items 1 and 3)

BNSF will work with UP on the interface of the BNSF and UP dispatching systems to ensure their cohesion at the CP 1/SPUD Crossover where the two systems connect (Figure 1; Item 3)

BNSF will be responsible for upgrading circuitry for the North Wye Switch. (Figure 1; Item 11 and Figure 3; Item 11)

BNSF will be responsible for replacing the Gillette Spur Switch and any necessary reconstruction of the west leg of the Division Street Wye except for the SPUD Track which will be UP's responsibility as set forth above. (Figure 1; Item 12 and Figure 3; Item 12)

6. Construction Staging

Construction and implementation of track, signal and communications equipment will be coordinated between Mortenson and The Railroads for the Terminal Area so as to minimize impact to train operations.

D. Dispatching

1. West end of Terminal Area

CP will dispatch the West Terminal Lead Switch (Figure 1; Item 1) and the CP 1/SPUD Crossover (Figure 1; Item 3).

2. East end of Terminal Area

BNSF will dispatch the East Terminal Lead Switch, the SPUD Track (up to but not including the CP 1/SPUD Crossover (Figure 1; Item 3)), the North Wye Switch and the Southwest Wye Switch.

3. Southeast Wye Switch

BNSF will dispatch the Southeast Wye Switch that connects to the south leg of the wye and BNSF Main 2 tracks.

4. CP 2 to UP Main Switch

The CP St. Paul Yardmaster will continue to authorize the use of the DTMF switch that connects CP 2 to the UP Main. (Figure 1; Item 7 and Figure 2; Item 7)

5. Terminal Tracks

Terminal Tracks between the East and West Terminal Lead Switches will be controlled by BNSF. BNSF will determine the Terminal Track to be used by all inbound trains from either direction.

6. State Street Industrial

UP will dispatch the new power switch at the north end of the

Lead

State Street Industrial Lead.

7. Amtrak Operations

BNSF will work with Amtrak on dispatching needs for Amtrak Trains 7 and 8 as they relate to Union Depot.

E. Operations and Maintenance

1. Clearance of mainline

The Terminal Track will be designed such that the Empire Builder will clear the SPUD Track at both ends of the Terminal Area during loading and unloading of passengers at The Depot. Trains 7 & 8 will be restricted by Amtrak to a length that permits clearance of the SPUD Track during station stops.

2. Switching Responsibilities

Amtrak and/or RCRRRA will be responsible for switching in the Terminal Area either by performing these functions directly or arranging for these services to be provided by qualified personnel in consultation with The Railroads.

3. Switching Procedures

Passenger train switching that occurs in the Terminal Area will not utilize or foul the adjacent Class I mainline tracks, including the SPUD Track and will not block access for arriving and departing trains. The clear track length between the East and West Terminal Lead Switches will be a minimum of 2,690 feet and the ability to switch existing and future Empire Builder trains has been documented to the satisfaction of RCRRRA. Switching operations at the east end of the station facility will not unduly block the maintenance access road crossing (see A.1 Tail Track).

4. Road Access

The design of modifications to track, signals and communication systems will preserve existing road access to the main lines for maintenance and train crews.

5. Maintenance

A. RCRRRA

RCRRRA will be responsible for maintenance of The Depot.

RCRRRA will be responsible, at no expense to UP, for maintenance of track, signal and communications systems and utilities within the Terminal Area either by performing these functions directly or arranging for these services to be provided in consultation with The Railroads.

B. BNSF

BNSF will be responsible for signal maintenance on the SPUD

track east of the East CP1/SPUD Crossover Switch, except in the unlikely event of an adverse Labor ruling that dictates UP maintenance.

C. UP

UP will maintain, or cause to be maintained, The Project at track standards sufficient to handle weight limits of at least 263,000 pounds and trains at maximum authorized speeds based on track design commencing upon completion of The Project and continuing for a period of twenty (20) years thereafter.

UP will be responsible for maintenance of track, signal and communications systems located on the State Street Industrial Lead (Figure 1, Item 6.). UP will be responsible for track maintenance on the SPUD Track, including the East Terminal Lead Switch, the Southwest Wye Switch and the East CP1/SPUD Crossover Switch. Details of UP's maintenance obligations and compensation will be addressed in the Construction and Maintenance Agreement.

If UP should obtain regulatory approval for abandonment of any portion of the route containing improvements, UP's maintenance obligation would cease. If any portion of the route is redesigned or removed to accommodate growth in passenger and/or freight traffic, improvements involving the redesigned or removed sections of track would not be subject to continued maintenance.

Subject to the terms of existing operating agreements with Amtrak and any statutory obligations, UP shall not downgrade the improvements it has constructed for The Project in any way that reduces the utility of The Project for intercity passenger rail operations.

Except as otherwise expressly agreed by UP in writing, in no event shall UP be required to expend any of its own funds in connection with this Agreement or any additional project unless prompt reimbursement of such funds is assured to UP in a manner reasonably acceptable to the UP.

D. CP

CP will be responsible for signal maintenance of the East CP1/SPUD Crossover Switch.

F. Design and Construction Funding

1. Funding

RCRRA will be responsible for all costs associated with the design and construction of the track, signal and communications

modifications outlined in this document.

Railroad expense for participation in engineering and final design and other project planning shall be a reimbursable expense paid for by RCRRRA. This expense will be determined as part of additional agreements between the RCRRRA and UP, the RCRRRA and CP, and the RCRRRA and BNSF.

2. RCRRRA Right to Review

RCRRRA, MNDOT and USDOT will review and approve designs prepared and force account estimates advanced by UP.

G. Access

1. Amtrak operations into The Depot

The improvements identified herein are intended to be sufficient to support access to The Depot by Amtrak trains #7 and #8 or their Successor. It is proposed that UP, BNSF, and CP would work with Amtrak and RCRRRA to develop an operating agreement or an amendment to an existing operating agreement, as may be required, to permit access to The Depot by Amtrak trains #7 and #8 or their Successors for a period of not less than 20 years from the date The Project is placed in service.

Access arrangements will require the concurrence of all SPUD owners – UP, BNSF, and CP.

Note: The longest Empire Builder trains projected by Amtrak (1,740 feet) can be accommodated on either Terminal Track 1 or Terminal Track 2 but not without blocking access by other trains to Terminal Tracks 1 or 2.

H. Additional Agreements and/or Amendments to Existing Agreements Prior to Startup

1. Engineering Agreement UP will require execution of an engineering agreement before initiating any work (including signal design) related to the Project.
2. Construction and Maintenance Agreement An agreement or agreements to cover UP construction and subsequent maintenance of the planned improvements on property owned or controlled by UP.
3. Amtrak/UP Operating Agreement An operating agreement or an amendment to an existing operating agreement between Amtrak and UP is required prior to start up of Amtrak service at the Terminal Area.

4. BNSF/CP Paired Main Agreement

Amtrak will continue to operate the Empire Builder on the BNSF/CP Paired Main as CP's admittee. In order to route the Empire Builder through the Terminal Area, Amtrak will use a portion of the Paired Main between Hoffman Avenue and Division Street and the Southeast Wye Switch. This operation change does not require amendment of the Paired Main Agreement

5. Hoffman Avenue Interlocking Agreement

A letter of consent may need to be executed among BNSF, UP and CP if any changes to the Hoffman Avenue Interlocker result as part of The Project.

6. SPUD Agreement

An amendment to the joint facility agreement will be needed to admit Amtrak as CP's admittee, formalize the transfer of dispatching authority from UP to BNSF, and, as may be agreed, to formalize the assignment of signal construction, maintenance, repair and renewal responsibility from UP to BNSF.

I. Construction Schedule

1. Final Designs Complete

Final Terminal Area track design plans will be prepared by the Mortenson team under the direction of RCRRA and approved by USDOT for station properties. These final design plans will be available by December 14, 2012.

Final track design and signal/communications plans for track owned, dispatched, or controlled by BNSF will be prepared by BNSF.

Final track design plans and signal/communications plans for track owned, dispatched, or controlled by CP will be prepared by CP.

Final track design plans and signal/communications plans for track owned, dispatched, or controlled by UP will be prepared by UP.

2. Design, Construction & Maintenance Agreements Executed

All agreements that will be necessary to allow UP to begin design of the signal and communications systems will address the requirements in 49 U.S.C. § 24405 (c), design, construction, on-going maintenance, operational issues and reimbursement to the Railroads by RCRRA. UP does not however certify that this facility will serve all future freight and passenger requirements because appropriate analysis such as

modeling of traffic flows has not been completed.

3. Signal and
Communications Design

Subject to final agreement to proceed and implementation of
necessary agreements, UP will complete the signal and
communications design.

Agreed by:

Signature and Date

Name: _____
Title: _____
Ramsey County Regional Railroad
Authority

Signature and Date

Name: _____
Title: _____
Union Pacific Railroad Company

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Figure 1: Union Depot Project Area
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/19/12

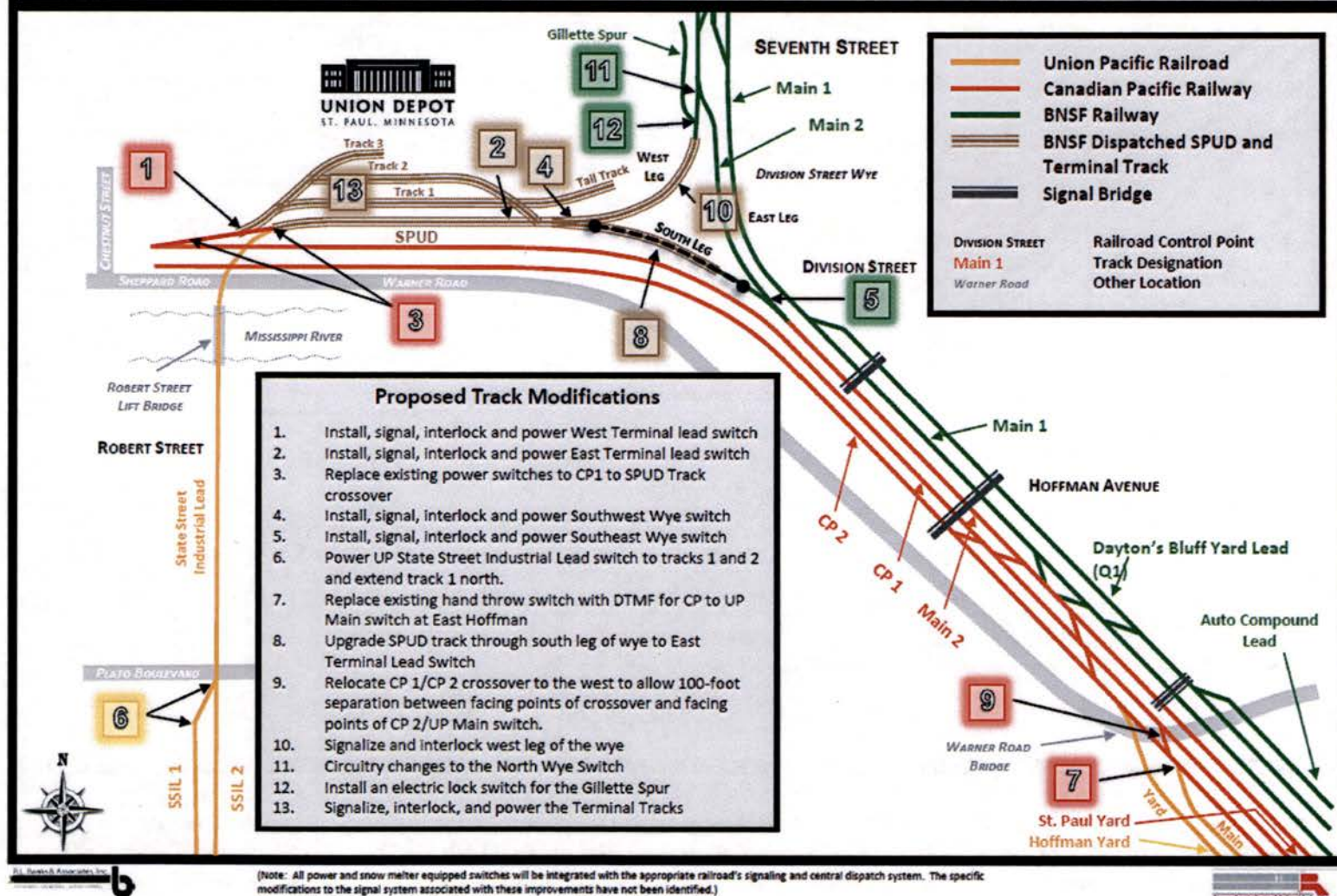
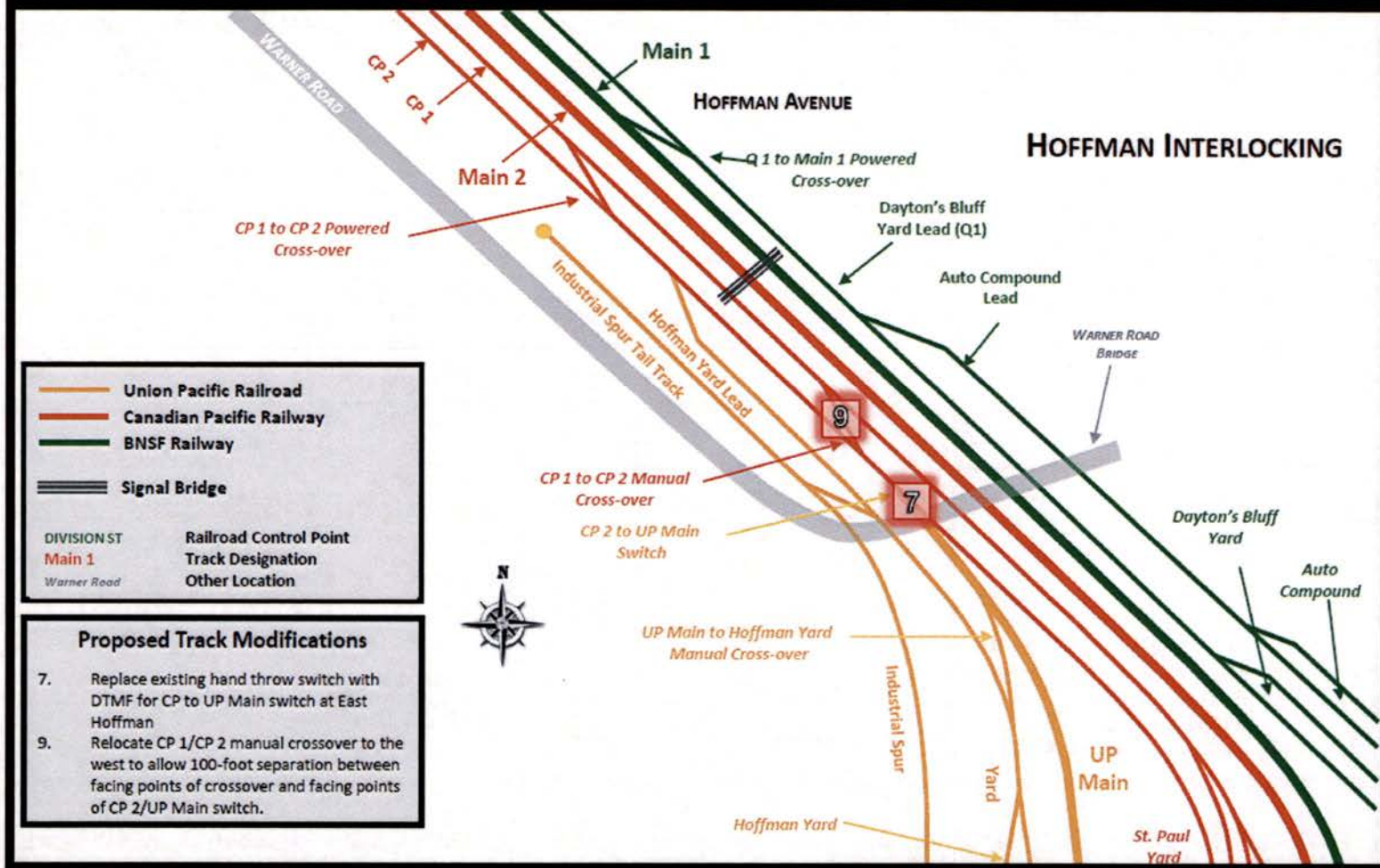


Figure 2: Hoffman Interlocking and East
Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
 11/19/12

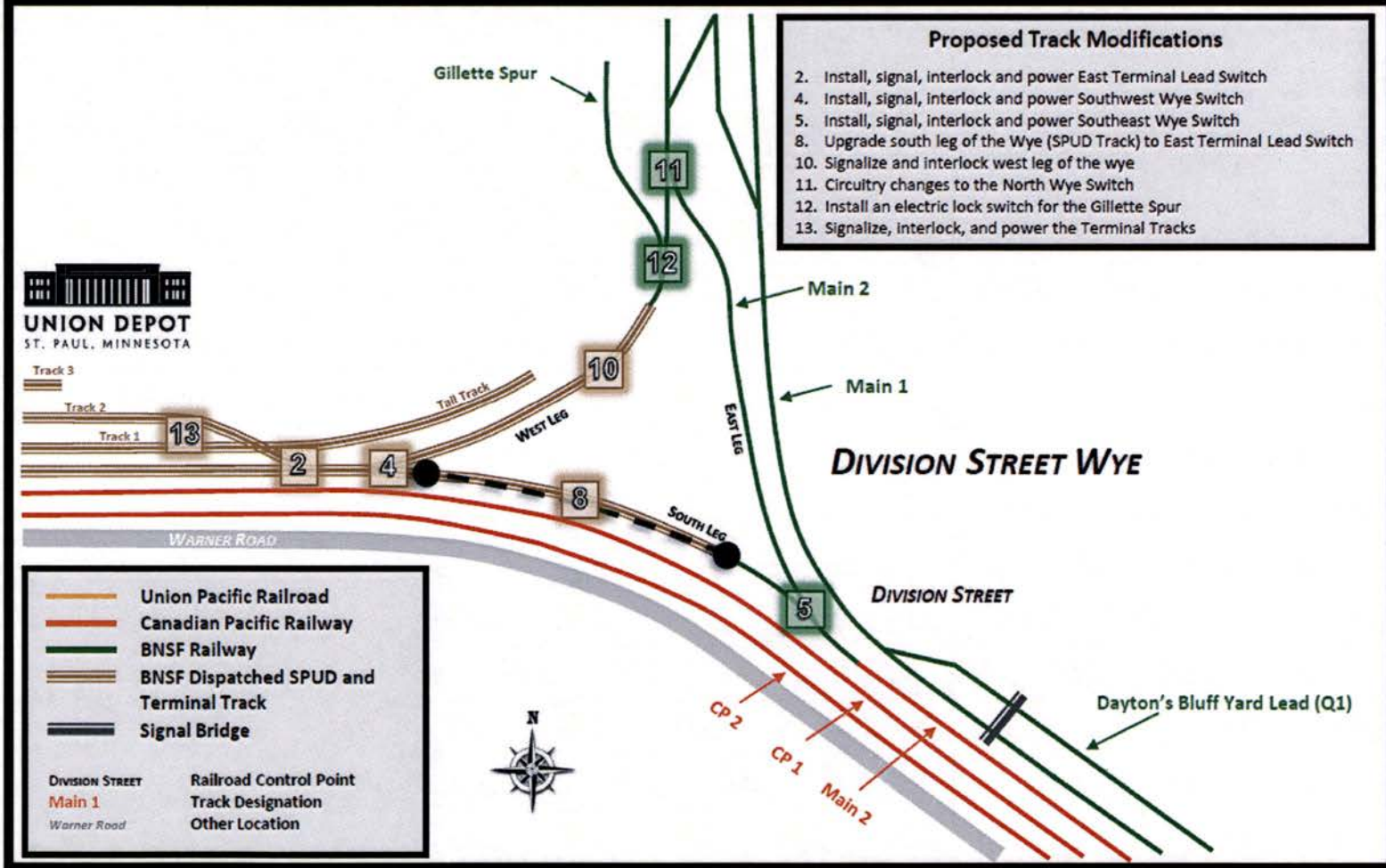


(Note: All power and snow melter equipped switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)



Figure 3: Division Street Wye

Track Modifications Required to Support Access to the Union Depot for Existing Empire Builder Service (Not to Scale)
11/19/12



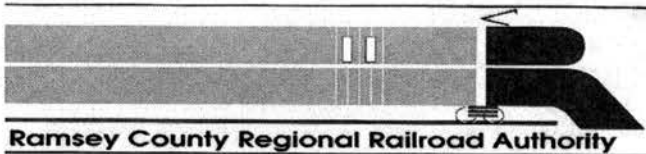
(Note: All power and snow melter equipped switches will be integrated with the appropriate railroad's signaling and central dispatch system. The specific modifications to the signal system associated with these improvements have not been identified.)



Figure 4
Union Depot Railroad Approval Layout Set

(see page # 28)

16



4

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **12/18/2012**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Amendment #1 to the Engineering Agreement with Canadian Pacific Railway

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes construction of rail and platforms for the introduction of passenger rail service. Initial passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Before the Empire Builder can serve Union Depot, track improvements need to be made to the existing freight rail network that allow train access to the station and mitigate impacts caused by the new station stop. Staff has been working with Mortenson Construction, Burlington Northern Santa Fe Railway (BNSF), Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Amtrak, Federal Railroad Administration (FRA), and Minnesota Department of Transportation (Mn/DOT) to identify the necessary improvements and to develop preliminary track plans for approval by BNSF, CP, UP, FRA, Mn/DOT, and Amtrak.

As identified in the Union Depot Renovation Project Revised and Restated Term Sheets (Revised and Restated Term Sheets), an Engineering/Public Project Reimbursement Agreement between the RCRRA and each freight railroad is required prior to the completion of design work for both the track and signal systems.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve Amendment #1 to the Engineering Agreement with Canadian Pacific Railway for the completion of track and signal design for the West Terminal Lead, CP 1/ Saint Paul Union Depot Crossover, CP to UP DTMF switch, and track design for the CP crossover in Hoffman Interlocking to be completed by December 31, 2013.
2. Authorize the Chair to execute the Amendment #1 on behalf of the Ramsey County Regional Railroad Authority.

1

SUBJECT: Amendment #1 to the Engineering Agreement with Canadian Pacific Railway

(Executive Summary continued)

On March 13, 2012, RCRRA approved the Engineering Agreement with Canadian Pacific Railway. Since that time, work on the Depot progressed resulting in the Revised and Restated Term Sheets and their associated changes to the Union Depot Project's work scope. These changes include:

- Track and signal design for the West Terminal Lead
- Track and signal design for the CP portion of the CP 1/ Saint Paul Union Depot Crossover
- Track and signal design for the CP to UP DTMF switch
- Track design for the CP crossover in Hoffman Interlocking

Amendment #1 to the existing Design Agreement between RCRRA and Canadian Pacific Railway formalizes these work scope changes in the Design Agreement. These changes will not increase the cost of the existing agreement, which was approved in a not to exceed amount of \$650,00, and are within the existing project budget.

The Engineering Agreement is a binding document that commits the RCRRA to reimburse the Canadian Pacific Railway for its costs in completing final track and signal design for the improvements identified in the Revised and Restated Term Sheets.

*Amendment # 1 to the Engineering Agreement with Canadian Pacific Railway is attached.

SUBJECT: Amendment #1 to the Engineering Agreement with Canadian Pacific Railway

ATTACHMENTS:

Amendment #1 to the Engineering Agreement between the RCRRA and Canadian Pacific Railway

PREVIOUS ACTION:

Resolution # R12-16 on March 13, 2012 - the RCRRA approved the Engineering Agreement with Canadian Pacific Railway.

COUNTY MANAGER'S COMMENTS:

Approval of the engineering agreements with the freight railroads will ensure that the final track design and signal design are completed allowing Amtrak Empire Builder service at the Union Depot.

SUBJECT: Amendment #1 to the Engineering Agreement with Canadian Pacific Railway

Regional Railroad Authority – Authorized Signature	Date
	12/12/12

Finance – Authorized Signature	Date
	12/12/12

County Attorney – Authorized Signature	Date
	12/12/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Amendment #1 to the Engineering Agreement with Canadian Pacific Railway

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has identified the
2 completion of The Union Depot Multi-Modal Transportation and Transit Hub ("Depot") as a high
3 priority and has expressed an interest in maximizing its development and economic output
4 potential; and
5

6 WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad
7 Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service;
8 and
9

10 WHEREAS, The Empire Builder will utilize Burlington Northern Santa Fe Railway (BNSF),
11 Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and
12

13 WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so
14 that the Empire Builder can maintain on-time performance without negatively impact existing freight
15 operations; and
16

17 WHEREAS, The RCRRA has worked with BNSF, CP, and UP to develop a Union Depot
18 Renovation Project Term Sheet (Term Sheet) that identifies the capacity improvements necessary
19 to maintain on-time performance and mitigate the impact to freight rail operations; and
20

21 WHEREAS, Term Sheets were executed between the RCRRA and BNSF, the RCRRA and
22 CP, and the RCRRA and UP in March and April of 2012 to formalize the improvements and to
23 allow final track design and signal design to begin; and
24

25 WHEREAS, The RCRRA executed individual Design/Public Project Reimbursement
26 Agreements with BNSF, CP, and UP to bind the parties for the completion of final track design and
27 signal design to begin; and
28

29 WHEREAS, Changes to the improvements identified in the Term Sheets including
30 dispatching, signal design, and track have necessitated the revising and restating of the Term
31 Sheets; and
32

33 WHEREAS, The Union Depot Renovation Project Revised and Restated Term Sheets
34 (Revised and Restated Term Sheet) include a revised work scope that needs to be incorporated
35 into the individual Design/Public Project Reimbursement Agreements with BNSF, CP, and UP; and
36

37 WHEREAS, Amendment #1 to the Canadian Pacific Design Agreement will not increase the
38 cost of the existing agreement, which was approved in a not to exceed amount of \$650,00, and is
39 within the existing project budget; Now, Therefore, Be It
40

41 RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment #1 to
42 the Engineering Agreement with Canadian Pacific Railway for the completion of track and signal
43 design for the West Terminal Lead, CP 1/Saint Paul Union Depot Crossover, CP to UP DTMF
44 switch, and track design for the CP crossover in Hoffman Interlocking to be completed by
45 December 31, 2013; and Be It Further
46

47 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
48 execute Amendment #1 on behalf of the Ramsey County Regional Railroad Authority.

5

**AMENDMENT TO
ENGINEERING DESIGN AGREEMENT**

This AMENDMENT TO ENGINEERING DESIGN AGREEMENT is made and entered into by and between RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY ("RCRRA"), and SOO LINE RAILROAD COMPANY, doing business as Canadian Pacific ("CP"),

WITNESSETH:

WHEREAS, RCRRA and CP are parties to an Engineering Design Agreement executed on April 13, 2012 concerning engineering design services for turnout, track and signal additions and improvements necessary to establish Amtrak Empire Builder service through the Union Depot in Saint Paul, Minnesota; and

WHEREAS, RCRRA and CP have executed a Revised and Restated Term Sheet dated December 11, 2012 that includes changes to the additions and improvements to the freight rail network necessary for the establishment of passenger train service through the Union Depot (the "Project"), marked **Exhibit A** and attached hereto; and

WHEREAS, RCRRA will execute similar Revised and Restated Term Sheets with BNSF Railway Company ("BNSF") and Union Pacific Railroad ("UP") and will enter into similar engineering agreements with BNSF and UP to complete the engineering work necessary for the Project.

WHEREAS, RCRRA, CP, BNSF, UP, Federal Railroad Administration, Minnesota Department of Transportation and National Railroad Passenger Corporation ("Amtrak") have developed a revised engineering plan labeled with State Project Nos. 091-595-023, 091-595-24, and 091-595-025 dated December 11, 2012, marked **Figure 1** and attached hereto and hereby made a part hereof (the "Engineering Plan");

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, RCRRA and CP agree as follows:

1. Effective _____, 2012 (the "Effective Date"), the Engineering Design Agreement is amended by deleting the engineering plan with State Project Nos. 091-595-023, 091-595-24 and 091-595-025 dated February 7, 2012 and inserting the Engineering Plan attached hereto as Figure 1 and by substituting the Revised and Restated Term Sheet dated December 11, 2012 for the Term Sheet dated February 28, 2012.
2. RCRRA agrees to reimburse CP for the CP Services and Reimbursable Expenses performed and/or incurred under the Engineering Design Agreement prior to the Effective Date of this Amendment, which work was based on the previously-approved engineering plan labeled State Projects Nos. 091-595-023, 091-595-24 and 091-595-025, dated February 7, 2012.
3. CP acknowledges that after the Effective Date of this Amendment, RCRRA will reimburse CP only for CP Services and Reimbursable Expenses that are based on the revised

engineering plan set labeled State Projects Nos. 091-595-023, 091-595-24, and 091-595-025 dated December 11, 2012 (*i.e.*, the Engineering Plan).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officials as of the dates below indicated.

Executed this ___ day of _____, ____.

SOO LINE RAILROAD COMPANY
dba Canadian Pacific

By: _____

Executed this ___ day of _____, ____.

RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY

By: _____
Jim McDonough, Chair

Approved as to form:

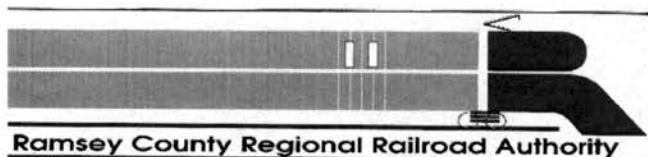
Assistant County Attorney

EXHIBIT A
UNION DEPOT RENOVATION REVISED AND RESTATED TERM SHEET
DATED DECEMBER 11, 2012

(Same as Attachment # 3 to agenda item # 3)

FIGURE 1:
Revised Union Depot Railroad Approval Layout Set
State Project Nos. . 091-595-023, 091-595-24, and 091-595-025 dated December 11, 2012

(same as Figure 4 to agenda item # 3)
page 28



5

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: **12/18/2012**

Regional Railroad Authority Meeting Date: _____

SUBJECT: Amended and Restated Public Project Reimbursement Agreement with Union Pacific Railroad

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes construction of rail and platforms for the introduction of passenger rail service. Initial passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Before the Empire Builder can serve Union Depot, track improvements need to be made to the existing freight rail network that allow train access to the station and mitigate impacts caused by the new station stop. Staff has been working with Mortenson Construction, Burlington Northern Santa Fe Railway (BNSF), Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Amtrak, Federal Railroad Administration (FRA), and Minnesota Department of Transportation (Mn/DOT) to identify the necessary improvements and to develop preliminary track plans for approval by BNSF, CP, UP, FRA, Mn/DOT, and Amtrak.

As identified in the Union Depot Renovation Project Revised and Restated Term Sheets (Revised and Restated Term Sheets), an Engineering/Public Project Reimbursement Agreement between the RCRRA and each freight railroad is required prior to the completion of design work for both the track and signal systems.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the Amended and Restated Public Project Reimbursement Agreement with Union Pacific Railroad for the completion of track and signal design for the switch on the State Street Industrial Lead, track design on the East Terminal Lead and Canadian Pacific to Saint Paul Union Depot Track crossover and the Saint Paul Union Depot Track, to be completed by December 31, 2013.
2. Authorize the Chair to execute the Amended and Restated Public Project Reimbursement Agreement on behalf of the Ramsey County Regional Railroad Authority.

1

SUBJECT: Amended and Restated Public Project Reimbursement Agreement with Union Pacific Railroad
(Executive Summary continued)

On March 20, 2012, RCRRA approved the Public Project Reimbursement Agreement with Union Pacific Railroad. Since that time, work on the Depot progressed resulting in the Revised and Restated Term Sheets and their associated changes to the Union Depot Project's work scope. These changes related to Union Pacific Railroad include:

- Track and signal design for the State Street Industrial Lead
- Track and signal design for the State Street Industrial Lead Switch
- Track design for the East Terminal Lead
- Track design for the UP portion of the CP 1/ Saint Paul Union Depot Crossover
- Track design for the Saint Paul Union Depot Track

The Amended and Restated Public Project Reimbursement Agreement between RCRRA and Union Pacific Railroad formalizes these work scope changes. These changes will not affect the cost of the existing agreement, which was approved in the estimated amount of \$400,000, and are within the existing project budget. This work will be completed by December 31, 2014.

The Amended and Restated Public Project Reimbursement Agreement is a binding document that commits the RCRRA to reimburse the Union Pacific Railroad for its costs in completing final track and signal design for the improvements identified in the Revised and Restated Term Sheets.

*The Amended and Restated Public Project Reimbursement Agreement with Union Pacific Railroad is attached.

SUBJECT: Amended and Restated Public Project Reimbursement Agreement with Union Pacific Railroad

ATTACHMENTS:

Amended and Restated Public Project Reimbursement Agreement between the RCRRA and Union Pacific Railroad

PREVIOUS ACTION:

Resolution # R12-19 on March 20, 2012 - the RCRRA approved the Public Project Reimbursement Agreement with Union Pacific Railroad.

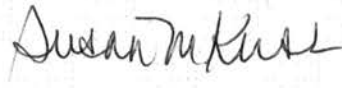
COUNTY MANAGER'S COMMENTS:

Approval of the engineering agreements with the freight railroads will ensure that the final track design and signal design are completed allowing Amtrak Empire Builder service at the Union Depot.

Amended and Restated Public Project

SUBJECT: ~~Amendment #1 to the Engineering~~ Agreement with Union Pacific Railroad

Regional Railroad Authority – Authorized Signature	Date
	12/12/12

Finance – Authorized Signature	Date
	12/11/12

County Attorney – Authorized Signature	Date
	12/12/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Amended and Restated Public Project Reimbursement Agreement with Union Pacific Railroad

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority (RCRRA) has identified the
2 completion of The Union Depot Multi-Modal Transportation and Transit Hub ("Depot") as a high
3 priority and has expressed an interest in maximizing its development and economic output
4 potential; and

5
6 WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad
7 Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service;
8 and

9
10 WHEREAS, The Empire Builder will utilize Burlington Northern Santa Fe Railway (BNSF),
11 Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and

12
13 WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so
14 that the Empire Builder can maintain on-time performance without negatively impact existing freight
15 operations; and

16
17 WHEREAS, The RCRRA has worked with BNSF, CP, and UP to develop a Union Depot
18 Renovation Project Term Sheet (Term Sheet) that identifies the capacity improvements necessary
19 to maintain on-time performance and mitigate the impact to freight rail operations; and

20
21 WHEREAS, Term Sheets were executed between the RCRRA and BNSF, the RCRRA and
22 CP, and the RCRRA and UP in March and April of 2012 to formalize the improvements and to
23 allow final track design and signal design to begin; and

24
25 WHEREAS, The RCRRA executed individual Design/Public Project Reimbursement
26 Agreements with BNSF, CP, and UP to bind the parties for the completion of final track design and
27 signal design to begin; and

28
29 WHEREAS, Changes to the improvements identified in the Term Sheets including
30 dispatching, signal design, and track have necessitated the revising and restating of the Term
31 Sheets; and

32
33 WHEREAS, The Union Depot Renovation Project Revised and Restated Term Sheets
34 (Revised and Restated Term Sheet) include a revised work scope that needs to be incorporated
35 into the individual Design/Public Project Reimbursement Agreements with BNSF, CP, and UP; and

36
37 WHEREAS, The Amended and Restated Public Project Reimbursement Agreement with
38 Union Pacific Railroad will maintain the estimated amount of \$400,000 which was previously
39 approved, and is within the existing project budget; Now, Therefore, Be It

40
41 RESOLVED, The Ramsey County Regional Railroad Authority approves the Amended and
42 Restated Public Project Reimbursement Agreement with Union Pacific Railroad for the completion
43 of track and signal design for the State Street Industrial Lead and its switch, track design on the
44 East Terminal Lead, Saint Paul Union Depot Track and the UP portion of the CP 1/Saint Paul
45 Union Depot Crossover, to be completed by December 31, 2014; and Be It Further
46

47 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
48 execute the Amended and Restated Public Project Reimbursement Agreement on behalf of the
49 Ramsey County Regional Railroad Authority.
50

Attachment

AMENDED AND RESTATED PUBLIC PROJECT REIMBURSEMENT AGREEMENT

This AMENDED AND RESTATED PUBLIC PROJECT REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2012 ("Effective Date"), by and between RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY, a political subdivision of the State of Minnesota ("RCRRA") and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("UP").

RECITALS

A. RCRRA has undertaken a project (the "Project") involving the Union Depot and surrounding area in Saint Paul, Ramsey County, Minnesota.

B. The Project involves turnout, track, and signal improvements to the operating properties of UP, BNSF Railway Company ("BNSF") and Canadian Pacific Railroad ("CP") which Union Depot and are necessary to establish Amtrak Empire Builder service through the Union Depot.

C. RCRRA and UP are parties to that certain Public Project Reimbursement Agreement dated March 20, 2012 ("Original Reimbursement Agreement")

D. RCRRA and UP desire and intend to amend the Original Reimbursement Agreement by replacing it with this Agreement which shall replace and supersede the Original Reimbursement Agreement in its entirety.

E. The RCRRA, UP, BNSF, CP, Minnesota Department of Transportation ("Mn/DOT"), Federal Railroad Administration ("FRA"), and National Railroad Passenger Corporation ("Amtrak") are soon to approve a preliminary engineering plan for the turnout, track, and additional improvements to the operating properties of UP, BNSF, and CP labeled with state project nos. 091-595-023, 091-595-24, and 091-595-025 dated December 11, 2012, marked **Figure 1** and attached hereto and hereby made a part of.

F. The RCRRA and UP have agreed in principle to a Term Sheet dated December 11, 2012 concerning the additions and improvements necessary for the RCRRA's establishment of passenger service through the Union Depot, marked **Exhibit A** and attached hereto and hereby made a part of.

G. A portion of the Project involves proposed modifications identified in **Figure 1, 2, and 3** and **Exhibit A** to UP track including the State Street Industrial Lead, UP Main adjacent to Hoffman Yard, and track known as the SPUD Track ("SPUD Track") which is jointly owned by UP, BNSF Railway ("BNSF") and Canadian Pacific Railway ("CP"). These tracks are collectively referred to as "UP Track".

H. The purpose of this Agreement is to describe the parties' rights and obligations with respect to RCRRA's reimbursement of UP engineering expenses as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between RCRRA and UP as follows:

Section I. SERVICES TO BE PERFORMED

The Parties shall perform the following services. The term 'Services' means all services the Parties are required to provide under this Agreement for the engineering design of the Project. The Services specifically excludes the construction, operation and maintenance of the completed Project.

A. SERVICES BY THE RCRRA.

The RCRRA shall furnish or cause to be furnished, at its expense, all the Services required to perform by this Section I.A.:

1. Coordination of switch, track, and signal additions and improvements among UP, BNSF, CP, and Amtrak needed to permit access to The Union Depot Terminal Area only by Amtrak Empire Builder trains #7 and #8, in its current and projected configurations, or the successors of trains #7 and #8 and not by additional passenger trains;
2. Preliminary Engineering
 - i. RCRRA engineering consultant Mortenson Team (the "Engineering Consultant") shall provide to UP thirty five percent (35%) completed track plans involving UP Track (the "Preliminary Plans"). The Preliminary Plans shall include a scaled track design plan for the proposed track work involving UP Track, and shall also describe and show UP Engineering Station references, all track work that RCRRA proposes to UP Track, track centers between all tracks, identification of which railroad switches are to be power switches, the number and size of the switches, the number and type of railroad frogs being used, distances between switches, UP right of way lines and other information designated by UP.
 - ii. All required preliminary engineering and signal design other than that described in Section I.B.1.i. below, including:
 1. Track design for the Union Depot Terminal Area and for track owned and operated by CP and BNSF.
 2. Signal design for track owned and operated by CP and BNSF.
3. Incidental Services necessary to complete the items hereinabove specified (e.g. attendance at meetings, review of UP submitted plans, responding to requests for information, etc.).

4. All engineering on UP owned, dispatched, or controlled properties is subject to approval by UP.

B. SERVICES BY THE UP

The UP shall furnish or cause to be furnished, at the expense of the RCRRA, all the Services necessary to complete the engineering design plans for which UP is responsible as outlined in **Figures 1 and 3, and Exhibit A.**

1. Preliminary Plans

i. Signal Design

a. UP is responsible for providing design elements per UP standards.

b. UP is responsible for providing the following design elements, as applicable, for the Project to the RCRRA and Federal Railroad Administration (FRA) for approval. Upon approval of the design elements by the FRA and RCRRA, UP shall proceed with Final Design.

1. A set of track plans either drawn to scale or schematic in nature, depending on location and complexity.
2. The frog size of all turnout/crossovers within an interlocking.
3. The location of each Central Instrument House and other interlocking houses.
4. The location of each signal and/or signal bridge at an interlocking or at an automatic block signal.
5. Railroad grades and grade change points
6. Signal Design Speeds for freight and passenger trains and site specific permanent civil speed restrictions.
7. Railroad braking curves for freight and passenger trains.
8. Location and distance to any hazard detectors, including but not limited to hot boxes, dragging equipment, high/wide loads, high water and slide areas.
9. The distance between all signals in feet.
10. The aspects to be displayed on each signal and how it relates to a signal being displayed in advance of or behind it.
11. The location of all highway grade crossings and what active grade crossing warning systems are to be used.
12. The location of all electrically locked hand thrown turnouts and derailleurs.
13. Identification of which railroad controls each interlocking.
14. Cab signal rates.

15. Cut and fill sections.
 16. Railroad mileposts and ownership limits/changes.
 17. Passenger station platform locations.
 18. Special non-standard circumstances or conditions.
 19. Locations of objects that may impact basic design including, but not limited to retaining walls, bridges, station platforms, and natural features such as rivers.
 20. Property lines where additional property is required for signal facilities or access/maintenance of way.
-
2. Upon approval of preliminary engineering by the FRA and RCRRA, UP shall proceed with final design of signal improvements
 3. Review and coordination of UP's preliminary engineering and signal design plans with those of the Engineering Consultant, BNSF and CP;
 4. Final design of signal engineering
 5. Review and coordination of UP's final signal design plans with those of the Engineering Consultant, BNSF and CP;
 6. Design of new train control signals;
 7. Review of structure plans and calculations; and
 8. Incidental services necessary to complete the items hereinabove specified.
 9. Final Track design
 - a. A set of track plans either drawn to scale or schematic in nature, depending on location and complexity
 - b. Railroad grades and grade change points
 - c. Cut and fill sections
 - d. Railroad mileposts and ownership limits/changes
 - e. Passenger station platform locations
 - f. Locations of objects that may impact basic design including, but not limited to retaining walls, bridges, station platforms, and natural features such as rivers
 - g. Property lines where additional property is required for signal facilities or access/maintenance of way
 - h. Installation of switch heaters as appropriate.

Section II. SUBMITTAL OF PRELIMINARY PLANS AND UP'S COST ESTIMATES

The Parties agree to the following for the development of cost estimates and approval for continuation of Services identified in Section I.

- A. After receiving the Preliminary Plans and receiving BNSF's and CP's written approval of the Preliminary Plans, UP, at RCRRRA's sole cost and expense, shall then prepare and submit to RCRRRA a preliminary UP material and force account estimate (the "Preliminary Estimate") based on UP's review of the Preliminary Plans.

The Preliminary Estimate shall be only a preliminary estimate of total expenses to be incurred only by UP involving only UP Track and shall include costs incurred by UP in its preliminary review of the Preliminary Plans and its preparation of the Preliminary Estimate.

- B. If the Preliminary Estimate meets with RCRRRA's written approval, UP shall continue providing the services set forth in Section I.B.
- C. RCRRRA shall provide written approval of the Preliminary Estimates. UP shall then commence work designing signal improvements involving UP-controlled track as set forth in Section I.II
- D. RCRRRA acknowledges and agrees that during all phases of the Project, RCRRRA must obtain directly from BNSF and CP preliminary and final estimates of work to be performed by BNSF and CP. RCRRRA also acknowledges and agrees that UP shall prepare and submit to RCRRRA a final UP material and force account estimate involving only UP work (the "Final Estimate") only after UP has developed (i) one hundred percent (100%) final plans, (ii) UP has progressed the signal plans to a fifty percent (50%) level and (iii) UP has received written approval from BNSF and CP of the final plans submitted by the Engineering Consultant and also the design plans prepared by UP. The Final Estimate will include expenses incurred by UP that have accrued on or after the Effective Date of this Agreement.
- E. UP's Preliminary Estimate and Final Estimate may include, without limitation, participating in meetings and other communications with RCRRRA, Engineering Consultant, BNSF and CP, collecting and distributing information, reviewing the Engineering Consultant's plans for utilities, civil, track, signal and structural design, analyzing potential effects on UP, CP and BNSF rail and rail-related operations and capacity, determining, if applicable, locations for relocated facilities and performing other conceptual signal, civil, track and structural design work and reviews. UP's reimbursable expenses may also include any outside engineering review and design work.

Section III. UP BILLING TO RCRRRA; REIMBURSEMENT BY RCRRRA

The Parties agree to the following for the billing and reimbursement of the Services indentified in Section 1.

- A. RCRRA acknowledges and agrees that UP's Preliminary Estimate and Final Estimate will be only estimates of UP's anticipated expenses. UP does not anticipate that its total expenses chargeable to RCRRA shall exceed Four Hundred Thousand Dollars (\$400,000.00). RCRRA confirms that it shall budget, authorize and appropriate sufficient funds to cover UP's services under this Agreement and shall reimburse UP for any and all actual costs and services incurred by UP related to the Project with the understanding, however, that if at any time it reasonably appears to UP that UP's actual costs may exceed \$400,000.00, UP shall so advise RCRRA and RCRRA and UP shall then confer on whether to modify the scope of UP's services or to have UP continue its services as agreed upon by RCRRA and UP under this Agreement. Subject to the preceding provisions, even in the event RCRRA does not partially or wholly accept UP's Preliminary Estimate and/or Final Estimate, RCRRA shall pay and reimburse UP for any and all of UP's costs and services related to the Project.
- B. The RCRRA agrees to reimburse UP for the UP Services and Reimbursable Expenses performed and/or incurred under the Original Reimbursement Agreement prior to the Effective Date of this Agreement, which work was based on the previously-approved engineering plan labeled State Projects Nos. 091-595-023, 091-595-24 and 091-595-025, dated February 7, 2012.

The Parties acknowledge that with respect to costs incurred or services performed by UP after the Effective Date of this Amendment, RCRRA will reimburse UP only for UP Services and Reimbursable Expenses that are based on the revised engineering plan set labeled State Projects Nos. 091-595-023, 091-595-24, and 091-595-025 dated December 11, 2012 (e.g. the Engineering Plan).

- C. UP shall prepare its Preliminary Estimate and Final Estimate in accordance with standard UP engineering procedures.
- D. Subject to the provisions set forth in Paragraph A above, UP shall submit no more than once a month, invoices to RCRRA while performing services under this Agreement, and shall send final billing to RCRRA within one hundred twenty (120) days after all actual costs incurred by UP under this Agreement have been determined by UP.
- E. Subject to the provisions set forth in Paragraph A above, RCRRA agrees to pay and reimburse UP within thirty-five (35) from the date of each monthly invoice and/or final billing, as the case may be, from UP for any and all actual costs incurred by UP in performing services under this Agreement including but without limitation all direct and indirect labor costs and UP's current FHWA additive rates, including indirect and overhead costs. RCRRA may reduce its payment of any invoice lacking adequate supporting documentation by any

amount not so supported, but shall pay the supported balance within the above-described 35 day time period; provided that RCRRA will promptly provide UP with specific written information with respect to what supporting documentation is lacking in such invoice. UP may include such disallowed costs in a subsequent revision of the original invoice with the necessary supporting documentation during regular and subsequent invoicing cycles. Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

- F. The Parties anticipate execution of further agreements, such as a Construction and Maintenance Agreement and an Operating Agreement. Payment under this agreement is not contingent on execution of such further agreements.

Section IV. RIGHT TO AUDIT

The Parties agree to the following for the auditing of the billing for the reimbursement of the Services identified in Section 1 and 2.

For a period of three (3) years, or as required by state or federal law, whichever is greater, after the date of UP's last billing sent to RCRRA, UP shall make its records relating to this Agreement reasonably available for review by RCRRA or any federal or state agency with audit responsibility for or on behalf of RCRRA at UP's Headquarter's building in Omaha, Nebraska, during normal business hours and upon reasonable notice, provided further, that nothing contained in this section shall be deemed to waive or diminish the preemptive effect of any federal law or regulation applicable hereto.

Section V. CONSTRUCTION AND MAINTENANCE AGREEMENT

This Agreement addresses only preliminary engineering and final design regarding the Project described in this Agreement. The parties confirm that this Agreement does not obligate either party to negotiate for, or to enter into, a separate construction and maintenance agreement or any other agreement involving RCRRA's Project.

Section VI. TERMINATION

The RCRRA may terminate this Agreement without cause and for any reason whatsoever upon giving 30 days written notice thereof to the UP. In such event, UP shall be entitled to receive compensation for the costs incurred.

Section VII. MISCELLANEOUS PROVISIONS

The parties agree to the additional provisions identified below:

- A. Compliance With Applicable Law. UP 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 UP's performance of the provisions of this Agreement. It shall be the obligation of UP 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. UP will be fully compensated by RCRRA for all costs associated with securement of said permits and licenses.

- B. Conflict of Interest. UP affirms that, to the best of UP's knowledge, UP'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. UP agrees that, should any conflict or potential conflict of interest become known to UP, UP 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 UP will or will not resign from the other engagement or representation. The parties acknowledge that UP is an independent contractor.
- C. 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.
- D. UP certifies compliance with, and agrees to obtain certifications from its third party contractors on the Project with respect to the certifications set forth in **Exhibit C** entitled "Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying."
- D. Lobbying. For all contracts involving over \$100,000 in federal funds, the UP must sign the Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, attached hereto and made a part of this Agreement as **Exhibit B.**
- F. 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.
- G. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations. 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.

Section VII. TERM OF THE AGREEMENT

This Agreement will expire on December 31, 2014, unless extended by mutual agreement of the parties or terminated earlier under the terms of this Agreement. RCCRA's obligations under Section III shall survive expiration of this agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, RCRRA and UP have each duly executed this Agreement as of the Effective Date.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____
Title: _____
Printed Name: _____

Approved as to form:

Assistant County Attorney

UNION PACIFIC RAILROAD COMPANY

By: _____
Title: _____
Printed Name: _____

FIGURE 1
Union Depot Railroad Approval Layout Set

(same as Figure 4 to agenda item # 3)
pg 28

Exhibit A
Union Depot Renovation Project Revised and Restated Term Sheet

(Same as Attachment # 3 to ^{Agenda} Item # 3)

Exhibit B
Contractor Certification Regarding Lobbying for Contracts, Grants, Loans, and
Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name	Program
-----------------	---------

Signature of Certifying Official	Print Name	Title	Date
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Exhibit C

U.S. Department of Transportation Federal Railroad Administration Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

PART A: Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions (Pursuant to 2 CRF Part 180)

(1) The grantee certifies to the best of its knowledge and belief, that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this application 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 under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the grantee is unable to certify to any of the statements of this certification, he or she shall attach an explanation to this application.

PART B: Certification Regarding Drug-Free Workplace Requirements (Pursuant to 49 CRF Part 32)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is

- prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establish an ongoing drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal Agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (e) and (f).
- B. The grantee may insert in the space below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ____ if there are workplaces on file that are not identified here.

PART C: Certification Regarding Lobbying (Pursuant to 49 CRF Part 20)

CHECK ____ IF APPLICABLE
CERTIFICATION IS FOR THE AWARD OF A GRANT OR COOPERATIVE AGREEMENT
EXCEEDING
\$100,000
OR
A FEDERAL LOAN EXCEEDING \$150,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 USC 1352. Any person who fails to file the

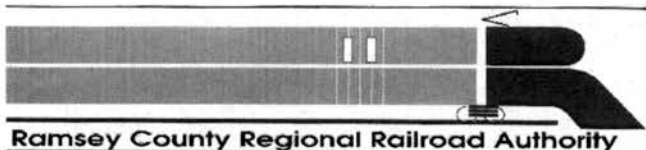
required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the certifications in Parts A, B and C (if C is applicable) are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE



6

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/18/2012

Regional Railroad Authority Meeting Date: _____

SUBJECT: Engineering agreement with BNSF Railway

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes the construction of rail and platforms for the introduction of passenger rail service. Initial passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Before the Empire Builder can serve Union Depot, track improvements must be made to the existing freight rail network to allow the train to access the station and to mitigate impacts caused by the new station stop. Staff has been working with Mortenson Construction and the Burlington Northern Santa Fe Railway (BNSF), Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Amtrak, the Federal Railroad Administration (FRA), and Minnesota Department of Transportation (Mn/DOT) to identify the improvements necessary and to develop preliminary track plans for the approval of BNSF, CP, UP, FRA, Mn/DOT, and Amtrak.

As identified in the Union Depot Renovation Project Revised and Restated Term Sheets (Revised and Restated Term Sheets), an Engineering/Public Project Reimbursement Agreement between the RCRRA and each freight railroad is required prior to the completion of design work for both the track and signal systems.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the Preliminary Engineering Agreement with Burlington Northern Santa Fe Railway for the completion of track and signal design for west leg of the Division Street Wye and the signalization of Union Depot, Saint Paul Union Depot Track, and the conversion of the Gillette Spur Track switch to electric lock to be completed by May 31, 2013, in an amount not to exceed \$140,901.
2. Authorize the Chair to execute the agreement on behalf of the Ramsey County Regional Railroad Authority.

SUBJECT: Engineering agreement with BNSF Railway

(Executive Summary continued)

On April 10, 2012, RCRRA approved the Preliminary Engineering Agreement with BNSF Railway for the completion of track and signal design for the Southeast Wye Switch to the east of the Depot as identified in the Union Depot Renovation Project Term Sheet. This work was completed and the agreement expired on May 31, 2012. Since the expiration of this agreement, additional improvements have been required resulting in the following additional work tasks for BNSF:

- Signalization of Union Depot
- Signalization of the Saint Paul Union Depot Track
- Signalization and track design for the west leg of the Division Street Wye
- Conversion of the Gillette Spur Track switch to electric lock

To complete this additional work, a new Preliminary Engineering Agreement is needed between RCRRA and BNSF Railway. The Preliminary Engineering Agreement will commit BNSF to complete track and signal design the west Wye Track and Gillette Spur Switch and signal design for Union Depot and the Saint Paul Union Depot Track. This work will be completed by May 31, 2013 and will have a not to exceed cost of \$140,901.

Funding for the \$140,901 in cost will come from the 2011 Union Depot Project Budget. The cost is within the budget amount.

SUBJECT: Engineering agreement with BNSF Railway

ATTACHMENTS:

Preliminary Engineering Agreement between the RCRRA and BNSF Railway

PREVIOUS ACTION:

Resolution # R12-23 on April 10, 2012 - the RCRRA approved the Preliminary Engineering Agreement with BNSF Railway.

COUNTY MANAGER'S COMMENTS:

Approval of the engineering agreements with the freight railroads will ensure that the final track design and signal design are completed allowing Amtrak Empire Builder service at the Union Depot.

SUBJECT: Engineering agreement with BNSF Railway

Regional Railroad Authority – Authorized Signature	Date
	12/12/12

Finance – Authorized Signature	Date
	12/11/12

County Attorney – Authorized Signature	Date
	12/12/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Engineering agreement with BNSF Railway

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion
2 of The Union Depot Multi-Modal Transportation and Transit Hub ("Depot") as a high priority and
3 has expressed an interest in maximizing its development and economic output potential; and
4

5 WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad
6 Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service;
7 and
8

9 WHEREAS, The Empire Builder will utilize Burlington Northern Santa Fe Railway (BNSF),
10 Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and
11

12 WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so
13 that the Empire Builder can maintain on-time performance without negatively impact existing freight
14 operations; and
15

16 WHEREAS, The Ramsey County Regional Railroad Authority has worked with BNSF, CP,
17 and UP to develop and execute a Union Depot Renovation Project Term Sheet (Term Sheet) with
18 each railroad that identifies the capacity improvements necessary to maintain on-time performance
19 and mitigate the impact to freight rail operations; and
20

21 WHEREAS, Term Sheets were executed between the RCRRA and BNSF, the RCRRA and
22 CP, and the RCRRA and UP in March and April of 2012 to formalize the improvements and to
23 allow final track design and signal design to begin; and
24

25 WHEREAS, The RCRRA executed individual Design/Public Project Reimbursement
26 Agreements with BNSF, CP, and UP to bind the parties for the completion of final track design and
27 signal design to begin; and
28

29 WHEREAS, changes to the improvements identified in the Term Sheets including
30 dispatching, signal design, and track have necessitated the revising and restating of the Term
31 Sheets; and
32

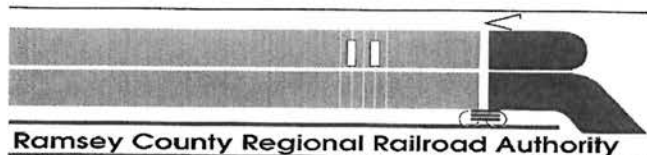
33 WHEREAS, the Union Depot Renovation Project Revised and Restated Term Sheets
34 (Revised and Restated Term Sheet) include a revised work scope that needs to be incorporated
35 into the individual Design/Public Project Reimbursement Agreements with BNSF, CP, and UP; and
36

37 WHEREAS, the previously entered into Preliminary Engineering Agreement between BNSF
38 and RCRRA expired on May 31, 2012 and a new Preliminary Engineering Agreement is needed to
39 account for the changes in work scope identified in the Revised and Restated Term Sheet; Now,
40 Therefore, Be It
41

42 RESOLVED, The Ramsey County Regional Railroad Authority approves the Preliminary
43 Engineering Agreement with Burlington Northern Santa Fe Railway for the completion of track and
44 signal design for west leg of the Division Street Wye and the signalization of Union Depot, SPUD
45 Track, and the conversion of the Gillette Spur Track switch to electric lock to be completed by May
46 31, 2013, in an amount not to exceed \$140,901; and Be It Further
47

48 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
49 execute the agreement on behalf of the Ramsey County Regional Railroad Authority.

5



6

REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/18/2012

Regional Railroad Authority Meeting Date: _____

SUBJECT: Engineering agreement with BNSF Railway

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has committed to renovating the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes the construction of rail and platforms for the introduction of passenger rail service. Initial passenger rail service will consist of Amtrak's Empire Builder, which serves the Twin Cities as it travels between Seattle/Portland and Chicago.

Before the Empire Builder can serve Union Depot, track improvements must be made to the existing freight rail network to allow the train to access the station and to mitigate impacts caused by the new station stop. Staff has been working with Mortenson Construction and the Burlington Northern Santa Fe Railway (BNSF), Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Amtrak, the Federal Railroad Administration (FRA), and Minnesota Department of Transportation (Mn/DOT) to identify the improvements necessary and to develop preliminary track plans for the approval of BNSF, CP, UP, FRA, Mn/DOT, and Amtrak.

As identified in the Union Depot Renovation Project Revised and Restated Term Sheets (Revised and Restated Term Sheets), an Engineering/Public Project Reimbursement Agreement between the RCRRA and each freight railroad is required prior to the completion of design work for both the track and signal systems.

(The Executive Summary is continued on the following page)

ACTION REQUESTED

1. Approve the Preliminary Engineering Agreement with Burlington Northern Santa Fe Railway for the completion of track and signal design for west leg of the Division Street Wye and the signalization of Union Depot, Saint Paul Union Depot Track, and the conversion of the Gillette Spur Track switch to electric lock to be completed by May 31, 2013, in an amount not to exceed \$140,901.
2. Authorize the Chair to execute the agreement on behalf of the Ramsey County Regional Railroad Authority.

SUBJECT: Engineering agreement with BNSF Railway

(Executive Summary continued)

On April 10, 2012, RCRRA approved the Preliminary Engineering Agreement with BNSF Railway for the completion of track and signal design for the Southeast Wye Switch to the east of the Depot as identified in the Union Depot Renovation Project Term Sheet. This work was completed and the agreement expired on May 31, 2012. Since the expiration of this agreement, additional improvements have been required resulting in the following additional work tasks for BNSF:

- Signalization of Union Depot
- Signalization of the Saint Paul Union Depot Track
- Signalization and track design for the west leg of the Division Street Wye
- Conversion of the Gillette Spur Track switch to electric lock

To complete this additional work, a new Preliminary Engineering Agreement is needed between RCRRA and BNSF Railway. The Preliminary Engineering Agreement will commit BNSF to complete track and signal design the west Wye Track and Gillette Spur Switch and signal design for Union Depot and the Saint Paul Union Depot Track. This work will be completed by May 31, 2013 and will have a not to exceed cost of \$140,901.

Funding for the \$140,901 in cost will come from the 2011 Union Depot Project Budget. The cost is within the budget amount.

SUBJECT: Engineering agreement with BNSF Railway

ATTACHMENTS:

Preliminary Engineering Agreement between the RCRRA and BNSF Railway

PREVIOUS ACTION:

Resolution # R12-23 on April 10, 2012 - the RCRRA approved the Preliminary Engineering Agreement with BNSF Railway.

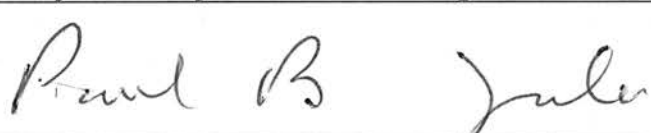
COUNTY MANAGER'S COMMENTS:

Approval of the engineering agreements with the freight railroads will ensure that the final track design and signal design are completed allowing Amtrak Empire Builder service at the Union Depot.

SUBJECT: Engineering agreement with BNSF Railway

Regional Railroad Authority – Authorized Signature	Date
	12/12/12

Finance – Authorized Signature	Date
	12/11/12

County Attorney – Authorized Signature	Date
	12/12/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Engineering agreement with BNSF Railway

Draft Resolution

1 WHEREAS, The Ramsey County Regional Railroad Authority has identified the completion
2 of The Union Depot Multi-Modal Transportation and Transit Hub ("Depot") as a high priority and
3 has expressed an interest in maximizing its development and economic output potential; and
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5 WHEREAS, In order to accomplish this interest, the Ramsey County Regional Railroad
6 Authority has identified the need to accommodate Amtrak's Empire Builder passenger rail service;
7 and
8

9 WHEREAS, The Empire Builder will utilize Burlington Northern Santa Fe Railway (BNSF),
10 Canadian Pacific Railway (CP), and Union Pacific Railroad (UP) track to access the Depot; and
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12 WHEREAS, Accessing the BNSF, CP, and UP track will require capacity improvements so
13 that the Empire Builder can maintain on-time performance without negatively impact existing freight
14 operations; and
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16 WHEREAS, The Ramsey County Regional Railroad Authority has worked with BNSF, CP,
17 and UP to develop and execute a Union Depot Renovation Project Term Sheet (Term Sheet) with
18 each railroad that identifies the capacity improvements necessary to maintain on-time performance
19 and mitigate the impact to freight rail operations; and
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21 WHEREAS, Term Sheets were executed between the RCRRA and BNSF, the RCRRA and
22 CP, and the RCRRA and UP in March and April of 2012 to formalize the improvements and to
23 allow final track design and signal design to begin; and
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25 WHEREAS, The RCRRA executed individual Design/Public Project Reimbursement
26 Agreements with BNSF, CP, and UP to bind the parties for the completion of final track design and
27 signal design to begin; and
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30 dispatching, signal design, and track have necessitated the revising and restating of the Term
31 Sheets; and
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33 WHEREAS, the Union Depot Renovation Project Revised and Restated Term Sheets
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43 Engineering Agreement with Burlington Northern Santa Fe Railway for the completion of track and
44 signal design for west leg of the Division Street Wye and the signalization of Union Depot, SPUD
45 Track, and the conversion of the Gillette Spur Track switch to electric lock to be completed by May
46 31, 2013, in an amount not to exceed \$140,901; and Be It Further
47

48 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to
49 execute the agreement on behalf of the Ramsey County Regional Railroad Authority.

5

Attachment

PRELIMINARY ENGINEERING AGREEMENT

Empire Builder Service, St Paul, MN

THIS PRELIMINARY ENGINEERING AGREEMENT ("**Agreement**") is made and entered into as of _____ (the "**Effective Date**") by and between BNSF RAILWAY COMPANY ("**Company**"), and Ramsey County Regional Railroad Authority (RCRRA) ("**Agency**").

RECITALS

1. Agency and Company previously entered into that certain Preliminary Engineering Agreement dated as of April 10, 2012 pursuant to which Company performed certain preliminary engineering for – track and signal modifications and other improvements necessary to accommodate Amtrak Empire Builder Service into Union Depot in Saint Paul (the "**Prior Preliminary Engineering Agreement**"); and

2. The scope of the proposed track and signal modifications and other improvements has changed and in order to prepare cost estimates for the changed modifications and improvements, the Company must have new preliminary track and signal engineering plans prepared for such modifications and improvements; and

3. The Company and the Agency agree that the preparation of, and payment for, the preliminary engineering plans for the proposed modifications and improvements does not constitute any form of commitment or understanding on the part of either party that expanded passenger rail service incorporating the Union Depot in Saint Paul is feasible or any form of agreement on construction of any improvements or on the possible implementation of any other aspect of the passenger rail service beyond the specific obligations undertaken in this Agreement; and

4. The Agency, pursuant to Minnesota Statutes Section 398A.04, is authorized to enter into an agreement with the Company for the work.

5. The RCRRA, BNSF, Canadian Pacific Railway (CP), Union Pacific Railroad (UP), Minnesota Department of Transportation ("Mn/DOT"), Federal Railroad Administration ("FRA"), and National Railroad Passenger Corporation ("Amtrak") are soon to approve a preliminary engineering plan for the turnout, track, and additional improvements to the operating

properties of UP, BNSF, and CP labeled with state project nos. 091-595-023, 091-595-24, and 091-595-025 dated December 11, 2012, marked **Figure 1** and attached hereto and hereby made a part of.

6. The RCRRA and BNSF have signed a Revised and Restated Term Sheet dated December 12, 2012 concerning the additions and improvements necessary for the RCRRA's establishment of passenger service through the Union Depot, marked **Exhibit A** and attached hereto and hereby made a part of.

CONTRACT

1. RECITALS

1.1 The foregoing recitals are incorporated into this Agreement.

2. WORK PERFORMANCE AND TIME SCHEDULE

2.1 SERVICES BY THE RCRRA

The RCRRA shall furnish or cause to be furnished, at its expense, all the Services required to perform by this Section 2.1:

1. Coordination of switch, track, and signal additions and improvements among UP, BNSF, CP, and Amtrak needed to permit access to The Union Depot Terminal Area only by Amtrak Empire Builder trains #7 and #8, in its current and projected configurations, or their successors and not by additional passenger trains;
2. Preliminary Engineering
 - i. RCRRA engineering consultant Mortenson Team (the "Engineering Consultant") shall provide to BNSF thirty five percent (35%) completed track plans involving BNSF Track (the "Preliminary Plans"). The Preliminary Plans shall include a scaled track design plan for the proposed track work involving BNSF Track, and shall also describe and show BNSF Engineering Station references, all track work that RCRRA proposes to BNSF Track, track centers between all tracks, identification of which railroad switches are to be power switches, the number and size of the switches, the number and type of railroad frogs being used, distances between switches, BNSF right of way lines and other information designated by BNSF.
 - ii. All required preliminary engineering and signal design other than that described in Section I.B.1.i. below, including:

1. Track design for the Union Depot Terminal Area and for track owned and operated by CP and UP.
2. Signal design for track owned and operated by CP and UP.
3. Incidental Services necessary to complete the items hereinabove specified (e.g. attendance at meetings, review of BNSF submitted plans, responding to requests for information, etc.).
4. All engineering on BNSF owned, dispatched, or controlled properties is subject to approval by BNSF.

2.2 SERVICES BY BNSF

The Company agrees to undertake a project involving the development of preliminary engineering and cost estimates (hereinafter referred to as "**Project**") for prospective improvements (hereinafter referred to as "**Capital Improvements**") which may be required in order for Amtrak Empire Builder Service to access Union Depot in Saint Paul. These improvements are located in Saint Paul, Minnesota. The Project generally consists of preliminary engineering and cost estimates of modifications required to accommodate the Amtrak Empire Builder Service and include the following:

1. Installation, powering, and signalization of the Southeast Wye Switch of the Division Street Wye.
2. New Electric Lock Turnout for the Gillette Spur.
3. Circuitry Changes to the North Wye Switch of the Division Street Wye.
4. Installation of track circuits and full CTC integration with BNSF's system for the SPUD Track and Union Depot Terminal Track.
5. Installation of corresponding control signals.
6. Replacement of existing two track cantilever signal with a three track signal bridge.
7. Installation of double headed west bound signal on new bridge
8. Installation of two single headed east bound ground signals
9. Installation of ring 10 approach track circuit.
10. Installation of signal driver and track driver.

2.2.1 Preliminary Plans

- i. Signal Design

- a. BNSF is responsible for providing design elements per BNSF standards.
- b. BNSF is responsible for providing the following design elements, as applicable, for the Project to the RCRRA and Federal Railroad Administration (FRA) for approval. Upon approval of the design elements by the FRA and RCRRA, BNSF shall proceed with Final Design.
 - 1. A set of track plans either drawn to scale or schematic in nature, depending on location and complexity.
 - 2. The frog size of all turnout/crossovers within an interlocking.
 - 3. The location of each Central Instrument House and other interlocking houses.
 - 4. The location of each signal and/or signal bridge at an interlocking or at an automatic block signal.
 - 5. Railroad grades and grade change points
 - 6. Signal Design Speeds for freight and passenger trains and site specific permanent civil speed restrictions.
 - 7. Railroad braking curves for freight and passenger trains.
 - 8. Location and distance to any hazard detectors, including but not limited to hot boxes, dragging equipment, high/wide loads, high water and slide areas.
 - 9. The distance between all signals in feet.
 - 10. The aspects to be displayed on each signal and how it relates to a signal being displayed in advance of or behind it.
 - 11. The location of all highway grade crossings and what active grade crossing warning systems are to be used.
 - 12. The location of all electrically locked hand thrown turnouts and derailleurs.
 - 13. Identification of which railroad controls each interlocking.
 - 14. Cab signal rates.
 - 15. Cut and fill sections.
 - 16. Railroad mileposts and ownership limits/changes.
 - 17. Passenger station platform locations.
 - 18. Special non-standard circumstances or conditions.
 - 19. Locations of objects that may impact basic design including, but not limited to retaining walls, bridges, station platforms, and natural features such as rivers.
 - 20. Property lines where additional property is required for signal facilities or access/maintenance of way.

2.2.2 Upon approval of preliminary engineering by the FRA and RCRRA, BNSF shall proceed with final design of signal improvements.

2.2.3 Review and coordination of BNSF's preliminary engineering and signal design plans with those of the Engineering Consultant, UP and CP;

2.2.4 Final design of signal engineering

2.2.5 Review and coordination of BNSF's final signal design plans with those of the Engineering Consultant, UP and CP;

2.2.6 Design of new train control signals;

2.2.7 Review of structure plans and calculations; and

2.2.8 Incidental services necessary to complete the items hereinabove specified.

2.2.9 Final Track design

- a. A set of track plans either drawn to scale or schematic in nature, depending on location and complexity
- b. Railroad grades and grade change points
- c. Cut and fill sections
- d. Railroad mileposts and ownership limits/changes
- e. Passenger station platform locations
- f. Locations of objects that may impact basic design including, but not limited to retaining walls, bridges, station platforms, and natural features such as rivers
- g. Property lines where additional property is required for signal facilities or access/maintenance of way
- h. Installation of switch heaters as appropriate.

2.3 The Agency and the Company agree to perform the Project with the following understanding: (1) the work associated with at grade crossings, if applicable, will comply with Minnesota Department of Transportation Standard Specifications for Highway construction at grade crossings as applicable; and (2) time is of the essence in this Agreement. Company will complete the Project within 60 days after execution and delivery of this Agreement by both parties, subject to force majeure and other circumstances beyond the reasonable control of Company. No separate notice to proceed from Agency shall be required for Company to commence work on the Project.

2.3 Company's Project tasks (hereinafter referred to as **Tasks**) are defined as follows:

- i. Share design information as it is completed to the Agency as needed to support the Agency's consideration of the Amtrak Empire Builder Service proposal.
- ii. The Company shall provide to the Agency three hard copies of all final plan documents and reports in English units and also provide all documents in electronic format. All engineering drawings shall be in CADD format (Microstation V8) using the State of Minnesota's CADD Standards (see: <http://www.dot.state.mn.us/caes/cadd/>), and reports shall be in Microsoft Word and Excel.
- iii. The Project will not include evaluation of any required mitigation or condition that may be needed for the Capital Improvements.
 1. The Company maintains the right, in its sole discretion, to accept or reject any required mitigation or other condition that the Agency may identify as potentially being needed for the Capital Improvements should such Capital Improvements ever be constructed as part of the passenger rail service and that would require permits to be obtained prior to beginning of such potential Capital Improvement work;
 2. If the Company unilaterally rejects any or all of the potentially legally required mitigation measures or conditions of permits for Capital Improvements, the Agency and the Company shall meet to discuss feasibility of redesigning or relocating the Capital Improvements to eliminate the need for the required mitigation.

2.4 The Project will follow the applicable guidance provided in the Term Sheet attached as Exhibit A. Upon completion of the Project, all plans and related documentation delivered to Agency as stated above shall remain the property of the Company but the Agency will have license to use such plans and related documentation.

3. REIMBURSEMENT

3.1 For the work to be performed by the Company under Article 2 of this Agreement, the Agency shall reimburse all costs incurred by the Company up to a maximum reimbursement of \$140,901.00 in addition to any amounts due under the Prior Preliminary Engineering Agreement. Company will provide an invoice to Agency upon completion of the Project setting forth in reasonable detail the costs incurred by Company on the Project. Agency shall pay Company for amounts shown in the invoice within 30 days.

3.2 Prompt Payment. Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

4. TERMINATION

4.1 Agency represents that it has funding available up to the amount set forth in Section 3. Agency may immediately terminate this Agreement upon written notice to the Company but Agency will remain obligated for any costs incurred by Company prior to the effectiveness of such termination, including any termination fees Company may be obligated to pay subcontractors.

5. AUDIT

5.1 The Company shall maintain complete and accurate records with respect to services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, The Company shall allow the Agency or other persons or agencies authorized by the Agency, including the Legislative Auditor or the Minnesota State Auditor, access to the records of the Company at reasonable hours, including all books, records, documents, and procedures and practices of the Company relevant to the subject matter of the Agreement, for purposes of audit.

6. AMENDMENT

6.1 By mutual approval, this Agreement may be amended to extend the time and supplement funding. This Agreement is not intended to be construed as approval or commitment to cause actual construction of any or all of the Capital Improvements.

7. TERM OF AGREEMENT

7.1 This Agreement will expire on May 31, 2013, unless extended by mutual agreement of the parties or terminated earlier under the terms of this Agreement.

8. DATA PRACTICES

8.1 The Company and the Agency must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Agency under this Contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Company under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Company or Agency. If the Company receives a request to release the data referred to in this Clause, the Company must immediately notify the Agency. The Agency will give the Company instructions concerning the release of the data to the requesting party before the data is released.

9. WORK CHANGES

9.1 If it is determined by the parties that a change is required in work to be performed by the Company, pursuant to paragraph 2 above, such change will be authorized only by written amendment to this Agreement. Such amendment must be approved and executed prior to the performance of the work involved in the change.

9.2 Non-Conforming Services. The acceptance by the Agency of any non-conforming services under the terms of this Agreement or the foregoing by the Agency of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the Agency'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 Agency provided or referred to under the terms of this Agreement are

cumulative and not mutually exclusive.

10. NOTIFICATION

10.1 All correspondence and other notifications required herein shall be delivered to the following representatives at the following addresses:

The Company:

R. J. Boileau, P.E.
Assistant Vice President
Engineering Services
BNSF Railway Company
P. O. Box 961034
Fort Worth, Texas 76161-0034.

The Agency:

Mike Rogers
Senior Transportation Planner
Ramsey County Regional Railroad Authority
Union Depot
214 East 4th Street, Suite 200
St Paul, MN 55101

11. CERTIFICATION REGARDING DEBARMENT, WORKPLACE AND LOBBYING REQUIREMENTS.

BNSF certifies compliance with, and agrees to obtain certifications from its third party contractors on the Project with respect to the certifications set forth in **Exhibit B** entitled "Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying".

IN WITNESS WHEREOF, Agency and Company have entered into this Agreement as of the Effective Date.

RAMSEY COUNTY REGIONAL RAIL AUTHORITY:

By: _____

Date: _____

ATTEST:

Date: _____

Approved as to form:

Assistant County Attorney

COMPANY:

BNSF RAILWAY COMPANY

By: _____

Name: _____

Title: _____

Date: _____

FIGURE 1
Union Depot Railroad Approval Layout Set

(same as Figure 4 to agenda item #3)
pg 28

Exhibit A
Union Depot Renovation Project Revised and Restated Term Sheet

(Same as Attachment # 1 to agenda
item # 3)

Exhibit B

U.S. Department of Transportation Federal Railroad Administration Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

PART A: Certification Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions (Pursuant to 2 CFR Part 180)

- (1) The grantee certifies to the best of its knowledge and belief, that it and its principles:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application 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 under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the grantee is unable to certify to any of the statements of this certification, he or she shall attach an explanation to this application.

PART B: Certification Regarding Drug-Free Workplace Requirements (Pursuant to 49 CFR Part 32)

- A. The grantee certifies that it will or continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (e) and (f).

B. The grantee may insert in the space below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

PART C: Certification Regarding Lobbying (Pursuant to 49 CFR Part 20)

CHECK ☐ IF APPLICABLE
 CERTIFICATION IS FOR THE AWARD OF A GRANT OR COOPERATIVE AGREEMENT
 EXCEEDING \$100,000
 OR A FEDERAL LOAN EXCEEDING \$150,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

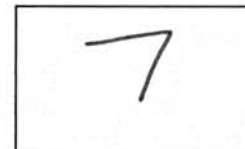
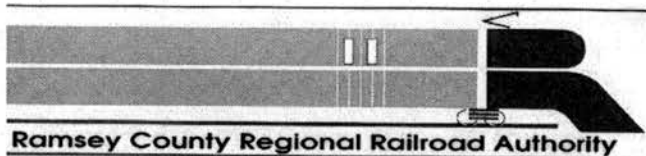
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the certifications in Parts A, B, and C (if C is applicable) are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE



REQUEST FOR ACTION

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

Regional Railroad Authority Meeting Date: 12/18/2012

Regional Railroad Authority Meeting Date: _____

SUBJECT: Approval of the 2013 amended operating budget and the 2013 tax levy for the Ramsey County Regional Railroad Authority

EXECUTIVE SUMMARY

Ramsey County Regional Railroad Authority (RCRRA) certified a proposed maximum tax levy of \$19,938,811 for 2013 on September 11, 2012. The proposed levy is a 0% increase from last year's levy of \$19,938,811.

The \$17,127,615 budget for 2013 was approved on December 13, 2011. This request is to approve the 2013 budget for \$20,500,290 to reflect additional increases as explained in the attached Detail of Adjustments.

The RCRRA received a memorandum from Tim Mayasich, RCRRA Director, on 12/12/12 explaining that staff had determined that the 2013 Union Depot operating budget increase was necessary to operate the Union Depot.

Significant events, which influence the levy and 2013 budget are:

1. Construction costs for the Central Corridor light rail transit line;
2. Operating costs for the Union Depot.

The 2013 RCRRA budget is consistent with the plan for capital improvements that the RCRRA agreed to in 2005.

ACTION REQUESTED

1. Approve the 2013 budget of \$20,500,290 as shown in the Detail of Adjustments.
2. Approve the 2013 tax levy in the amount of \$19,938,811.

SUBJECT: Approval of the 2013 amended operating budget and the 2013 tax levy for the Ramsey County Regional Railroad Authority

ATTACHMENTS:

1. 2013 Budget
2. 2013 Proposed Detail of Adjustments
3. Memorandum from Tim Mayasich, RCRRA Director, dated 12/12/12

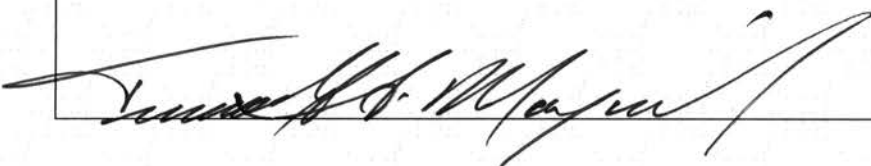
PREVIOUS ACTION:

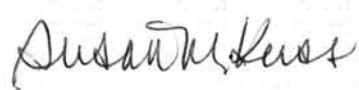
RCRRA adopted the 2013 budget of \$17,127,615 on December 13, 2011 and certified a proposed maximum levy of \$19,938,811 for 2013 on September 11, 2012.

COUNTY MANAGER'S COMMENTS:

The County Manager recommends approval.

The 2013 RCRRA budget and tax levy must be adopted prior to the end of 2012.

Regional Railroad Authority – Authorized Signature	Date
	12/12/12

Finance Department – Authorized Signature	Date
	12/11/12

County Attorney – Authorized Signature	Date
	12/12/12

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

SUBJECT: Approval of the 2013 amended operating budget and the 2013 tax levy for the Ramsey County Regional Railroad Authority

DRAFT RESOLUTION

WHEREAS, The Ramsey County Regional Railroad Authority was organized by Resolution 87-230, April 20, 1987, Board of Ramsey County Commissioners, pursuant to Minnesota Statutes, 1986, Chapter 398A, as a political subdivision and local government unit of Minnesota, to exercise thereunder part of the sovereign power of the state; and

WHEREAS, The Ramsey County Regional Railroad Authority adopted the County's plan to develop and implement two year budgets beginning in 2006; and

WHEREAS, The Ramsey County Regional Railroad Authority, on December 13, 2011, approved the 2013 Proposed Budget of \$17,127,615; and

WHEREAS, Changes necessary to the RCRRA budget are reflected in the detailed adjustments; and

WHEREAS, the Ramsey County Regional Railroad Authority established the proposed tax levy of \$19,938,811 by Resolution R12-37, September 11, 2012, to finance the 2013 budget; and

WHEREAS, The Ramsey County Regional Railroad Authority wishes to continue to improve access to transit and transportation services in the region with other agencies, including the Metropolitan Council, the Minnesota Department of Transportation, and other county regional railroad authorities; Now, Therefore Be It

RESOLVED, That the Ramsey County Regional Railroad Authority approves the 2013 budget of \$20,500,290 as shown in the Detail of Adjustments; And Be It Further

RESOLVED, That the Ramsey County Regional Railroad Authority approves the 2013 tax levy in the amount of \$19,938,811 as summarized below:

	RCRRA Operations	CIP	Debt Service	2013 RCRRA Total
Gross Budget	\$ 8,632,290	\$ 11,700,000	\$168,000	\$ 20,500,290
Less – Revenues	- 1,062,456	- 0	- 0	- 1,062,456
Subtotal	\$ 7,569,834	\$ 11,700,000	\$168,000	\$ 19,437,834
Plus– Fund Balance	- 2,959,390	+ 3,189,616	- 168,000	+ 62,226
Subtotal	\$ 4,610,444	\$ 14,889,616	\$ 0	\$ 19,500,060
Plus – Estimated Tax Delinquency	+ 103,735	+ 335,016	+ 0	+ 438,751
Total Tax Levy	\$ 4,714,179	\$ 15,224,632	\$ 0	\$ 19,938,811

BUDGET SUMMARY

	2010 Actual	2011 Approved	2012 Approved	2013 Proposed
Expenditure/Appropriation	31,916,876	154,442,134	15,202,568	20,500,290
Revenue/Estimated Revenue	13,367,941	136,025,045	121,000	1,062,456
Fund Balance	951,125	1,082,971	4,418,492	62,226
RCRRA Tax Levy	19,500,060	19,500,060	19,500,060	19,500,060
Allowance for Uncollectible Taxes	438,751	438,751	438,751	438,751
Total RCRRA Tax Levy	19,938,811	19,938,811	19,938,811	19,938,811

Inc/(Dec) from Previous Year
% Inc/-Dec from Previous Year

Inc/(Dec) for 2 Years
% Inc/-Dec for 2 Years

TAX LEVY SUMMARY BY BUDGET

	2010 Actual	2011 Approved	2012 Approved	2013 Proposed
OPERATING BUDGET				
Total Expenditure/Appropriation	1,399,895	2,942,134	3,502,568	8,632,290
Total Revenue/Estimated Revenue	67,941	225,045	121,000	1,062,456
Fund Balance	-	-	-	(2,959,390)
Operating Tax Levy	1,331,954	2,717,089	3,381,568	4,610,444
Allowance for Uncollectible Taxes	29,968	61,134	76,085	103,735
Total Operating Tax Levy	1,361,922	2,778,223	3,457,653	4,714,179

Inc/(Dec) from Previous Year 679,431 1,256,526
% Inc/-Dec from Previous Year 24.5% 36.3%

Inc/(Dec) for 2 Years 1,935,956
% Inc/-Dec for 2 Years 69.7%

	2010 Actual	2011 Approved	2012 Approved	2013 Proposed
CAPITAL PROJECTS				
Total Capital Projects Appropriation	30,516,981	151,500,000	11,700,000	11,700,000
Total Revenue/Estimated Revenue	13,300,000	135,800,000	-	-
Fund Balance	951,125	1,082,971	4,418,492	3,189,616
Capital Tax Levy	18,168,106	16,782,971	16,118,492	14,889,616
Allowance for Uncollectible Taxes	408,782	377,617	362,666	335,016
Total Capital Tax Levy	18,576,888	17,160,588	16,481,158	15,224,632

Inc/(Dec) from Previous Year (679,430) (1,256,526)
% Inc/-Dec from Previous Year -4.0% -7.6%

Inc/(Dec) for 2 Years (1,935,955)
% Inc/-Dec for 2 Years -11.3%

	2010 Actual	2011 Approved	2012 Approved	2013 Proposed
DEBT SERVICE				
Total Debt Service payments	-	-	-	168,000
Total Revenue/Estimated Revenue	-	-	-	-
Fund Balance	-	-	-	(168,000)
Debt Service Tax Levy	-	-	-	-
Allowance for Uncollectible Taxes	-	-	-	-
Total Debt Service Tax Levy	-	-	-	-

Inc/(Dec) from Previous Year - -
% Inc/-Dec from Previous Year - N/A N/A

Inc/(Dec) for 2 Years - -
% Inc/-Dec for 2 Years N/A N/A

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Code	Title	2010 Actual	2011 Approved	2012 Approved	2013 Proposed
OPERATING BUDGET					
150101	Regional Railroad Administration	1,014,876	1,903,853	1,615,919	1,516,965
150201	Central Corridor	122,832	188,100	68,500	67,000
150301	Union Depot	144,922	286,600	280,600	5,279,240
150401	Diagonal Property - Roseville	-	5,000	5,000	5,000
150402	NE Corridor Maintenance Kellogg to Beam	50,807	82,581	77,249	72,485
150501	Rush Line Corridor	13,451	57,000	302,600	298,200
150601	Red Rock Corridor	10,933	41,000	39,900	38,800
150701	Robert Street Corridor	-	56,000	227,900	225,800
150801	Gateway Corridor	10,610	251,000	549,600	798,200
150901	High Speed Rail	31,346	56,000	301,600	298,200
151001	Riverview Corridor	118	15,000	33,700	32,400

Total Expenditure/Appropriation RCRRA	1,399,895	2,942,134	3,502,568	8,632,290
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REVENUE/ESTIMATED REVENUE & FUND BALANCE SUMMARY BY DIVISION

Code	Title	2010 Actual	2011 Approved	2012 Approved	2013 Proposed
OPERATING BUDGET					
150101	Regional Railroad Administration	27,941	175,000	25,000	30,000
150301	Union Depot	25,704	36,645	81,600	1,018,056
150402	NE Corridor Maintenance Kellogg to Beam	14,296	13,000	14,000	14,000
150501	Rush Line Corridor	-	400	400	400
Total Revenue/Estimated Revenue		67,941	225,045	121,000	1,062,456

Fund Balance	-	-	-	(2,959,390)
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RCRRA OPERATING TAX LEVY SUMMARY

Tax Levy	1,331,954	2,717,089	3,381,568	4,610,444
Allowance for Uncollectible Tax	29,968	61,134	76,085	103,735
Net Tax Levy	1,361,922	2,778,223	3,457,653	4,714,179

Inc/(Dec) from Previous Year	679,430	1,256,526
% Inc/-Dec from Previous Year	24.5%	36.3%

Inc/(Dec) for 2 Years	1,935,956
% Inc/-Dec for 2 Years	69.7%

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
17801 - CAPITAL PROJECTS

EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Code	Title	2010 Actual	2011 Approved	2012 Approved	2013 Proposed
CAPITAL PROJECTS					
150280	Central Corridor PE	10,769,870	2,200,000	11,200,000	11,200,000
150380	Union Depot	19,747,111	147,800,000	-	-
150480	Property Acquisition	-	1,500,000	500,000	500,000
	Total Capital Projects	30,516,981	151,500,000	11,700,000	11,700,000
Inc/(Dec) from Previous Year				(139,800,000)	-
% Inc/-Dec from Previous Year				-92.3%	-
Inc/(Dec) for 2 Years					(139,800,000)
% Inc/-Dec for 2 Years					-92.3%

REVENUE/ESTIMATED REVENUE & FUND BALANCE SUMMARY BY DIVISION

Code	Title	2010 Actual	2011 Approved	2012 Approved	2013 Proposed
CAPITAL PROJECTS					
150380	Special Projects - Federal	13,300,000	135,800,000	-	-
	Total Capital Projects	13,300,000	135,800,000	-	-
Inc/(Dec) from Previous Year				(135,800,000)	-
% Inc/-Dec from Previous Year				-100.0%	-
Inc/(Dec) for 2 Years					(135,800,000)
% Inc/-Dec for 2 Years					-100.0%

RCRRA CAPITAL TAX LEVY SUMMARY

Subtotal Capital Budget Levy	17,216,981	15,700,000	11,700,000	11,700,000
Fund Balance	951,125	1,082,971	4,418,492	3,189,616
Tax Levy	18,168,106	16,782,971	16,118,492	14,889,616
Allowance for Uncollectible Tax	408,782	377,617	362,666	335,016
Net Tax Levy	18,576,888	17,160,588	16,481,158	15,224,632

Inc/(Dec) from Previous Year				(679,430)	(1,256,526)
% Inc/-Dec from Previous Year				-4.0%	-7.6%
Inc/(Dec) for 2 Years					(1,935,955)
% Inc/-Dec for 2 Years					-11.3%

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
16801-840401 - RCRRRA DEBT SERVICE

EXPENDITURE/APPROPRIATION SUMMARY

Code	Title	2010 Actual	2011 Actual	2012 Approved	2013 Proposed
424605	Interest	-	-	-	168,000
	Total Expenditures/Appropriations	-	-	-	168,000
	Inc/(Dec) from Previous Year			-	168,000
	% Inc/(Dec) from Previous Year			N/A	N/A
	Inc/(Dec) for 2 Years			-	
	% Inc/-Dec for 2 Years			N/A	N/A

REVENUES/ESTIMATED REVENUE/FUND BALANCE SUMMARY

Code	Title	2010 Actual	2011 Approved	2012 Approved	2013 Proposed
	Fund Balance	-	-	-	168,000
	Total Revenues/Estimated Revenues	-	-	-	168,000
	Inc/(Dec) from Previous Year			-	168,000
	% Inc/(Dec) from Previous Year			N/A	N/A
	Inc/(Dec) for 2 Years			-	-
	% Inc/-Dec for 2 Years			N/A	N/A

RCRRRA DEBT SERVICE TAX LEVY

Tax Levy	-	-	-	-
Allowance for Uncollectible Taxes	-	-	-	-
Total Tax Levy	-	-	-	-
Inc/(Dec) from Previous Year			-	-
% Inc/(Dec) from Previous Year			N/A	N/A
Inc/(Dec) for 2 Years			-	-
% Inc/-Dec for 2 Years			N/A	N/A

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PERSONNEL SUMMARY BY DIVISION

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Permanent FTE	2010 Budget	2011 Approved	2012 Approved	2013 Approved
Director	1.00	1.00	1.00	1.00
Administrative Secretary II	1.00	1.00	1.00	1.00
Senior Transportation Planner	1.00	1.00	1.00	1.00
Transit Project Manager	1.00	1.00	1.00	1.00
Administrative Assistant III	0.80	0.80	0.80	0.80
Public Information Associate	1.00	1.00	1.00	1.00
Engineer IV	1.00	1.00	1.00	1.00
Engineering Technician	0.50	0.50	0.00	0.00
Planning Specialist I	1.00	1.00	1.00	1.00
*Project Manager	1.00	1.00	1.00	1.00
Total FTE	9.30	9.30	8.80	8.80
Inc/(Dec) from Previous Year			(0.50)	-
Inc/(Dec) for 2 Years			(0.50)	(0.50)

Notes:

* - Starred position.

PROGRAM / SERVICE ALLOCATION (2013 PROPOSED)

REGIONAL RAILROAD AUTHORITY

Program / Service	Mand./ Discr.	2013 Proposed			
		FTE's	Budget	Financing	Levy
Administration	D	5.12	1,516,965	30,000	1,486,965
Central Corridor	M	0.08	67,000	-	67,000
Union Depot	D/M	0.59	5,279,240	1,018,056	4,261,184
Other Corridor Projects	D	1.42	1,769,085	14,400	1,754,685
Capital Projects					
Union Depot	D/M	0.00	-	-	-
Central Corridor	M	1.59	11,200,000	-	11,200,000
Property Acquisition	D	0.00	500,000	-	500,000
Debt Service	M	0.00	168,000	-	-
Fund Balance	M	0.00	-	(62,226)	62,226
		8.80	20,500,290	1,000,230	19,500,060

SUMMARY

		Levy %	FTE's	Budget	Financing	Levy
Total Mandated	M	59.0%	1.67	11,435,000	(62,226)	11,497,226
Total Mandated/Discretionary	M/D	0.0%	0.00	-	-	-
Total Discretionary/Mandated	D/M	21.9%	0.59	5,279,240	1,018,056	4,261,184
Total Discretionary	D	19.2%	6.54	3,786,050	44,400	3,741,650
Total Legal Obligations	LO	0.0%	0.00	-	-	-
			8.80	20,500,290	1,000,230	19,500,060
2012 Proposed Budget			8.80	15,202,568	(4,297,492)	19,500,060
Inc/(Dec) from 2012 Year			-	5,297,722	5,297,722	0
% Inc/(Dec) from 2012 Year			0.0%	34.8%	-123.3%	0.0%

KEY: M = Program and Service Level is Mandated; M/D = Program is Mandated, Service Level is Discretionary;
D/M = Program is Discretionary, Service Level is Mandated; D = Program and Service Level is Discretionary

**PROGRAM / SERVICE ALLOCATION (2013 PROPOSED)
CHANGE FROM 2012 PROPOSED BUDGET**

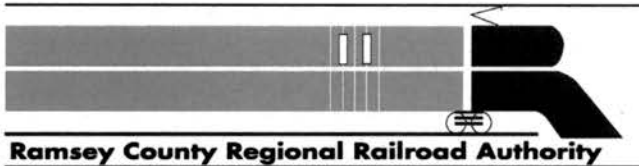
REGIONAL RAILROAD AUTHORITY

Program / Service	Change from 2012 Proposed Budget			
	FTE's	Budget	Financing	Levy
Administration (RCRRA)	(0.30)	(98,954)	5,000	(103,954)
Central Corridor	-	(1,500)	-	(1,500)
Union Depot	0.05	4,998,640	936,456	4,062,184
Other Corridor Projects	0.05	231,536	-	231,536
Capital Projects				
Union Depot	-	-	-	-
Central Corridor	0.20	-	-	-
Property Acquisition	-	-	-	-
Debt Service	-	168,000	-	-
Fund Balance	-	-	4,356,266	(4,356,266)
Inc(Dec) from 2012 Year	0.00	5,297,722	(5,297,722)	-
% Inc(Dec) from 2012 Year	0.0%	34.8%	-123.3%	0.0%

Attachment # 2

DETAIL OF ADJUSTMENTS

FUND	DEPARTMENT	PROGRAM	ACCOUNT	Project/ ACCOUNT TITLE	2013				
					COMPLEMENT CHANGE	BUDGET INC/(DEC)	REVENUE INC/(DEC)	FUND BALANCE	TAX LEVY INC/(DEC)
				RCRRA Operating Budget Approved 12/13/11	8.8	17,127,615	817,171	3,189,616	19,500,060
16801	840401	00000	424605	Interest Addendum presented at 8/7/12 RCRRA Budget Hearing	-	168,000	-	168,000	-
12501	150301	00000	421528	Management and Info Services Addendum presented at 8/7/12 RCRRA Budget Hearing	-	2,000,000	-	2,000,000	-
12501	150301	00000	421528	Management and Info Services Additional Union Depot Adjustment	-	1,204,675	245,285	959,390	-
TOTAL ADJUSTED 2013 RCRRA BUDGET					8.8	20,500,290	1,062,456	62,226	19,500,060



6560 Ramsey County Government Center West, 50 West Kellogg Boulevard
St. Paul, Minnesota 55102 (651) 266-2760 / FAX (651) 266-2761

MEMORANDUM

TO: Ramsey County Regional Railroad Authority Commissioners

FROM: Timothy A. Mayasich, Director *Tim*

DATE: December 11, 2012

RE: 2013 Proposed Ramsey County Regional Railroad Authority Budget

At the Ramsey County Regional Railroad Authority (RCRRA) budget hearing on August 7, 2012, Commissioners asked that the results of discussions with Jones Lang LaSalle (JLL) on the 2013 RCRRA Union Depot operating budget be shared with them prior to adoption of the 2013 RCRRA budget. This memo provides that update.

During contract negotiations with JLL, with agreement by HR&A Advisors (Union Depot economic development consultant hired by RCRRA), it became clear that the original Union Depot operating budget of \$2,074,565 would be inadequate. For the supplemental budget hearing, a \$2,000,000 addendum increasing the Union Depot operating budget was proposed as a placeholder pending more in depth discussion and evaluation with JLL.

In recent weeks, RCRRA staff and JLL have determined that an operating budget of \$5,279,240 will be necessary to operate the Union Depot. This is an increase of \$3,204,675 over the original budget estimate, or an increase of \$1,204,675 over the August 7, 2012 revised estimate of \$4,074,565. The increase in the Union Depot operating budget will be funded by a reduction in the amount to be contributed to RCRRA's fund balance.

On the positive side, anticipated revenues have increased for Union Depot operations by \$245,285 for total estimated Union Depot operating revenues of \$1,018,056. The combination of these revised estimates result in the contribution to fund balance being reduced from the original amount of \$3,189,616 to \$62,226.

RCRRA staff would be happy to meet with each of you to provide further detail of costs/revenues built into the proposed amended 2013 Union Depot operating budget.

If you have any questions or would like to discuss the 2013 Proposed RCRRA Budget, please contact me at 266-2762. Thank you.

cc: Julie Kleinschmidt, County Manager
Lee Mehrkens, Director of Finance Department
Kathy Kapoun, Deputy Director of Finance Department
Sue Kuss, Budget Analyst