



Ramsey County Regional Railroad Authority.
Records.

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Regional Railroad Authority Meeting
August 4, 2015 – ROLL CALL

Roll to Order: 10:56 am

ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Blake Huffman	☒	☐
Jim McDonough	☒	☐
Mary Jo McGuire	☒	☐
Victoria Reinhardt	☒	☐
Janice Rettman	☒	☐
Toni Carter	☒	☐
Rafael Ortega	☒	☐

1. Agenda of August 4, 2015 is presented for approval

Moved:

BH
Blake

Seconded:

JM
Jim

	YEA	NAY	ABSENT
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Rafael Ortega	☒	☐	☐

2. Minutes from July 7, 2015 are presented for approval

Moved:

VR
Victoria

Seconded:

Toni C

	YEA	NAY	ABSENT
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Rafael Ortega	☒	☐	☐

3. Presentation of the 2016-2017 Ramsey County Regional Railroad Authority Budget

Moved:

Seconded:

	YEA	NAY	ABSENT
Blake Huffman	_____	_____	_____
Jim McDonough	_____	_____	_____
Mary Jo McGuire	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Toni Carter	_____	_____	_____
Rafael Ortega	_____	_____	_____

Corridor Updates

~~McGuire~~ -

McGuire - Dept Service - is it on

Meeting adjourned at 11:04 AM/PM

The Ramsey County Regional Railroad Authority met in regular session at 10:56 AM with the following members present: Huffman, McDonough, McGuire, Reinhardt, Rettman, Carter, and Chair Ortega. Also present was Julie Kleinschmidt, County Manager.

1. Approval of the August 4, 2015 Agenda

VOTING

Motion by: Blake Huffman

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

2. Approve Minutes from July 7, 2015

VOTING

Motion by: Victoria Reinhardt

Second by: Toni Carter

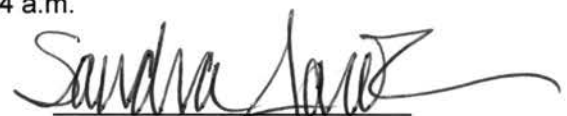
Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Presentation of the 2016-2017 Ramsey County Regional Railroad Authority Budget

Discussion can be found on archived video.

CORRIDOR UPDATES (No updates were reported.)

ADJOURNMENT Chair Ortega declared the meeting adjourned at 11:04 a.m.


Sandra Jacobson
Administrative Secretary



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

REGIONAL RAILROAD AUTHORITY

Tuesday, August 04, 2015
Immediately following the Housing and Redevelopment Authority Meeting
Council Chambers – Third Floor Court House

-
1. **Agenda of August 4, 2015 is presented for approval**
Approve agenda for August 4, 2015.
 2. **Minutes from July 7, 2015 are presented for approval**
Approve minutes from July 7, 2015.
 3. **Presentation of the 2016-2017 Ramsey County Regional Railroad Authority Budget**
None. For information only.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-15

Committee: Regional Railroad Authority

Meeting Date: 8/4/2015

SUBJECT

Agenda of August 4, 2015 is presented for approval

REQUESTED ACTION

Approve agenda for August 4, 2015.

ATTACHMENTS

**REQUEST FOR ACTION
RAMSEY COUNTY BOARD OF COMMISSIONERS**

Requesting Department: Regional Railroad Authority

R2015-17

Committee: Regional Railroad Authority

Meeting Date: 8/4/2015

SUBJECT

Minutes from July 7, 2015 are presented for approval

REQUESTED ACTION

Approve minutes from July 7, 2015.

ATTACHMENTS

1. Draft Minutes from 7/7/2015

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department:

Regional Railroad Authority R2015-16

Committee: Regional Railroad Authority

Meeting

8/4/2015

Date:

SUBJECT

Presentation of the 2016-2017 Ramsey County Regional Railroad Authority Budget

REQUESTED ACTION

None. For information only.

EXECUTIVE SUMMARY

The County Manager will present the 2016-2017 Ramsey County Regional Railroad Authority Budget at this meeting.

BUDGETARY IMPACT

The County Manager will present the Ramsey County Regional Railroad Authority Proposed Budget for 2016-2017 at this meeting.

COUNTY MANAGER COMMENTS

The proposed 2016-2017 Ramsey County Regional Railroad Authority Budget will be distributed after the August 4, 2015 Ramsey County Regional Railroad Authority meeting.

PREVIOUS ACTION

N/A

ATTACHMENTS

Presentation of the 2016-2017 Ramsey County Regional Railroad Authority Budget



Ramsey County Regional Railroad Authority 2016-2017 Proposed Budget

Presented to the Regional Railroad Authority
for Consideration August 4, 2015

Ramsey County Vision

A vibrant community where all are valued and thrive

Ramsey County Mission

A county of excellence working with you to enhance our quality of life

Ramsey County Goals

- **Strengthen individual, family and community health, safety and well-being** through effective safety-net services, innovative programming, prevention and early intervention, and environmental stewardship
- **Cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty** through proactive leadership and inclusive initiatives that engage all communities in decisions about our future
- **Enhance access to opportunity and mobility for all residents and businesses** through connections to education, employment and economic development throughout our region
- **Model forward-thinking investment, fiscal accountability and transparency** through professional operational and financial management.

Community Needs

The proposed 2016-2017 RCRRA budget is responsive to community needs and Ramsey County goals:

- Maintains and nurtures our quality of life by developing a long-range vision of transit services to meet changing needs of the community, ease congestion, improve travel between work and entertainment and increase the economic competitiveness of the county
- Provides important services that support a vibrant community at Union Depot, with an emphasis on robust transportation services and connections and a welcoming community gathering place
- Integrate our work within the service team realignment and continue our strong relationships with regional partners

Today's Opportunities:

- Cementing the government, business and community relationships that will advocate for and lead the build out of a comprehensive multi-modal transportation system across the County that ultimately strengthens the entire region
- Continue to develop and operate Union Depot as a regional economic, transportation and cultural anchor within our broader community
- Plan to leverage a fully developed multi-modal transportation system to generate widespread and sustainable economic prosperity

Corridor Projects

The 2016-2017 proposed budget includes funding for following corridors:

- **Gateway Corridor (Gold Line)**– Complete the Draft Environmental Impact Statement on the corridor’s Locally Preferred Alternative (Dedicated Guideway BRT). Initiate Project Development activities in accordance with Federal Transit Administration New Starts Program guidelines
- **Riverview Corridor** – Complete the Pre-Project Development Study to select a transit mode and alignment as the corridor’s Locally Preferred Alternative (LPA). Undertake a Draft Environmental Impact Statement for the corridor’s LPA
- **Rush Line Corridor** – Complete the Pre-Project Development Study to select a transit mode and alignment as the corridor’s Locally Preferred Alternative (LPA). Undertake a Draft Environmental Impact Statement for the corridor’s LPA

Corridor Projects

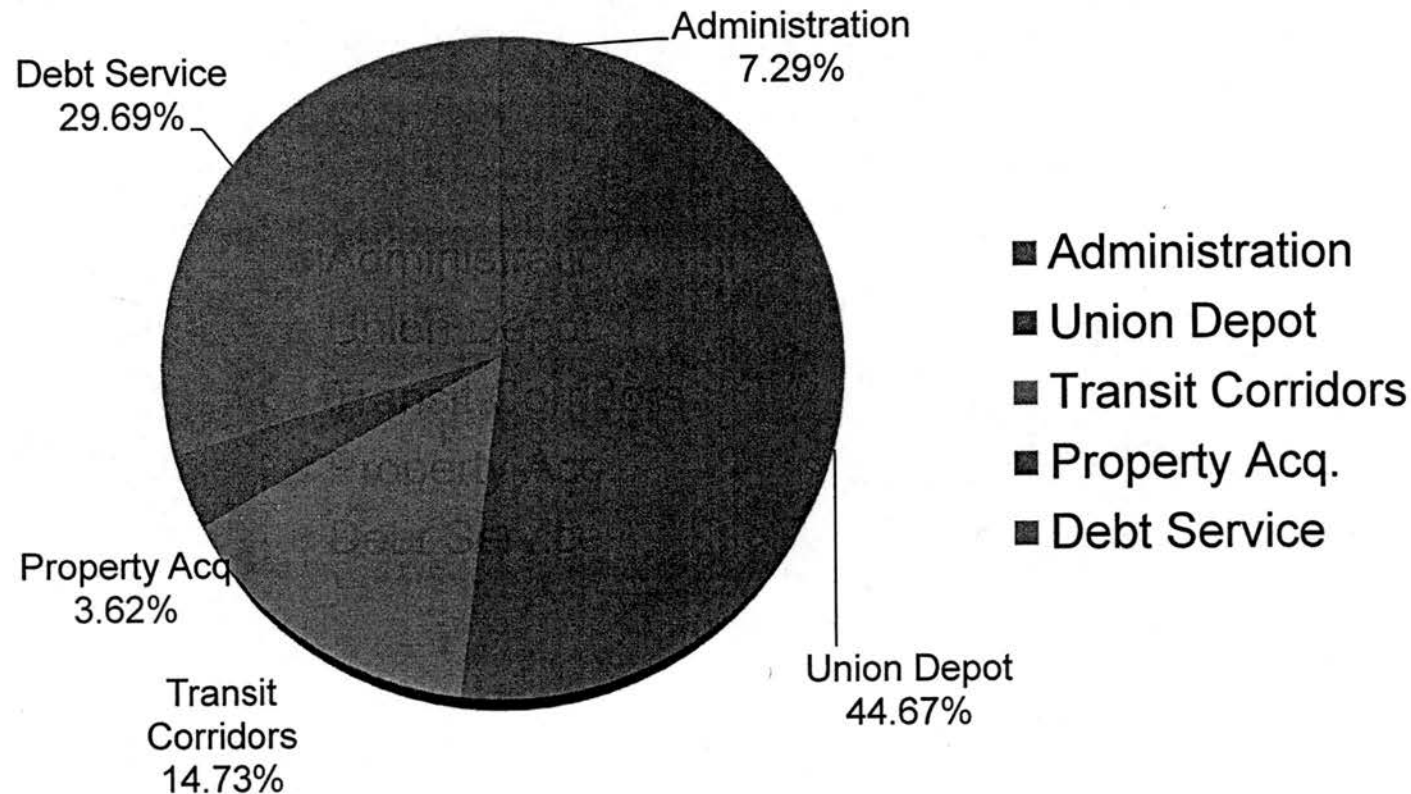
- **Red Rock Corridor** – Continue project development through the completion of the Red Rock Corridor Implementation Plan for bus rapid transit and implementation of the recommendations of the Alternatives Analysis Update Study, Station Area Planning Study and East Metro Railroad Capacity Study
- **Robert Street Corridor** – Continue project development through implementation of the recommendations of the Alternatives Analysis
- **Passenger Rail** – Continue advocacy through MN High Speed Rail Commission and the Minnesota Passenger Rail Forum. Continue coordination with Mn/DOT, WisDOT, Amtrak, freight railroads, and other partners on the completion and implementation of the recommendations from the Second Train Feasibility Study, Twin Cities to Milwaukee High Speed Rail studies, Zip Rail and NLX studies, as well as statewide passenger rail studies
- **Northeast Corridor and Northeast Diagonal Corridor** – Preserve right of way for future transit use

The Budget Bottom Line

- A 2.7% **total** budget increase of \$607,114 (all funding sources) is proposed in 2016
- A 10.6% **total** budget reduction of \$2,461,232 (all funding sources) is proposed in 2017
- A 6.8% **property tax** levy increase of \$1.3 million is proposed for 2016
- A 3.9% **property tax** levy increase of \$798,000 is proposed for 2017
- The 2016 proposed levy is at the statutorily authorized maximum levy amount

Where the Regional Railroad Authority Dollar Goes

Total 2016 Spending = \$23,057,849

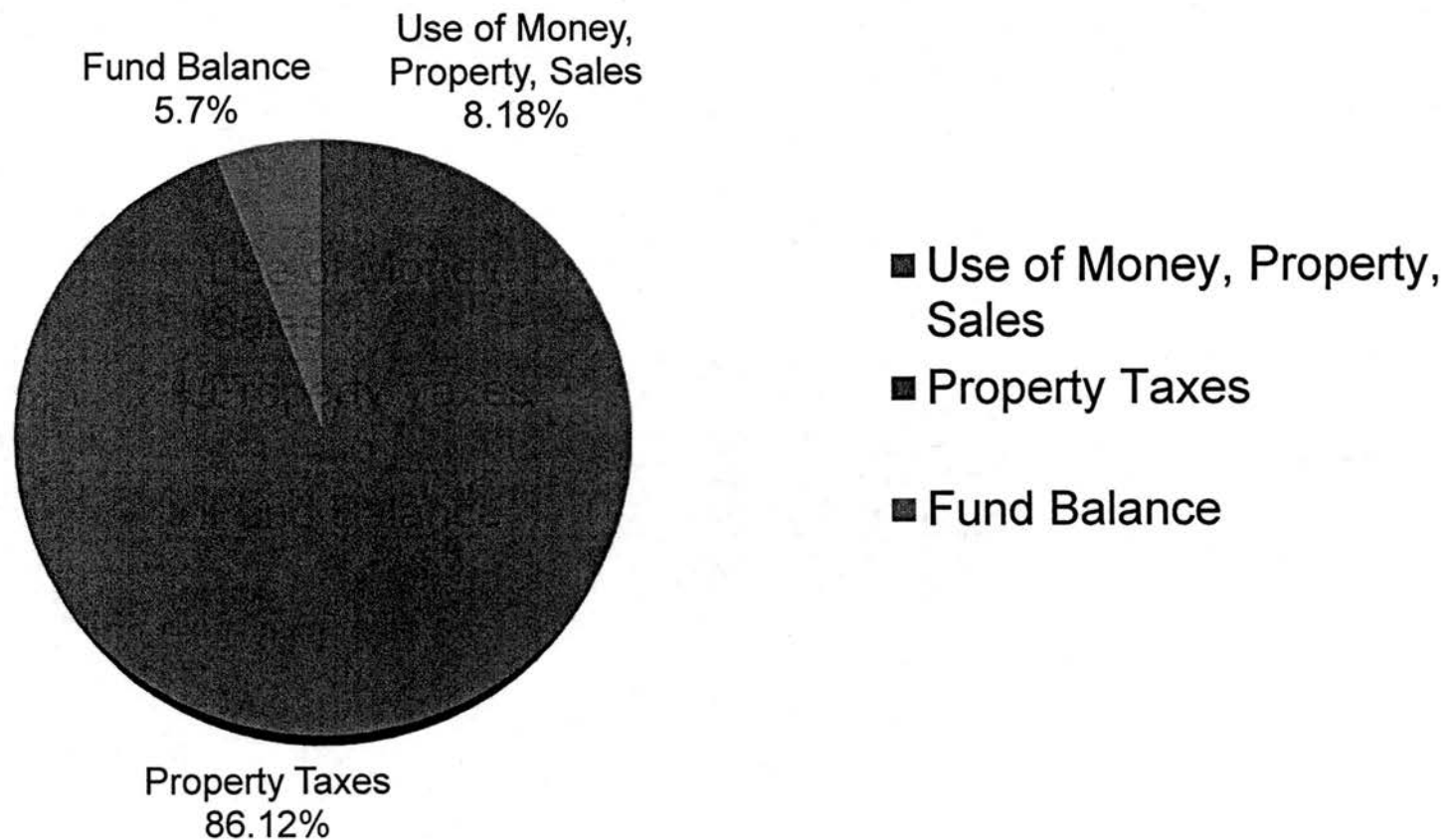


Where the Regional Railroad Authority Dollar Goes

	2015 Approved	2015 % of Total	2016 Proposed	2016 % of Total
Administration	\$ 1,727,455	7.69%	\$ 1,679,916	7.29%
Union Depot	7,982,888	35.56%	10,300,768	44.67%
Transit Corridors	5,179,900	23.07%	3,395,350	14.73%
Property Acq & Maint	580,492	2.59%	835,199	3.62%
Debt Service	6,980,000	31.09%	6,846,616	29.69%
Total	\$ 22,450,735	100.0%	\$ 23,057,849	100.0%

Where the Regional Railroad Authority Dollar Comes From

Total 2016 Revenue = \$23,057,849



Where the Regional Railroad Authority Dollar Comes From

	2015 Approved	2015 % of Total	2016 Proposed	2016 % of Total
Use of Money, Property & Sales	\$ 1,882,638	8.39%	\$ 1,886,713	8.18%
Property Taxes	18,562,700	82.68%	19,856,910	86.12%
Fund Balance	2,005,397	8.93%	1,314,226	5.70%
Total	\$ 22,450,735	100.00%	\$ 23,057,849	100.0%

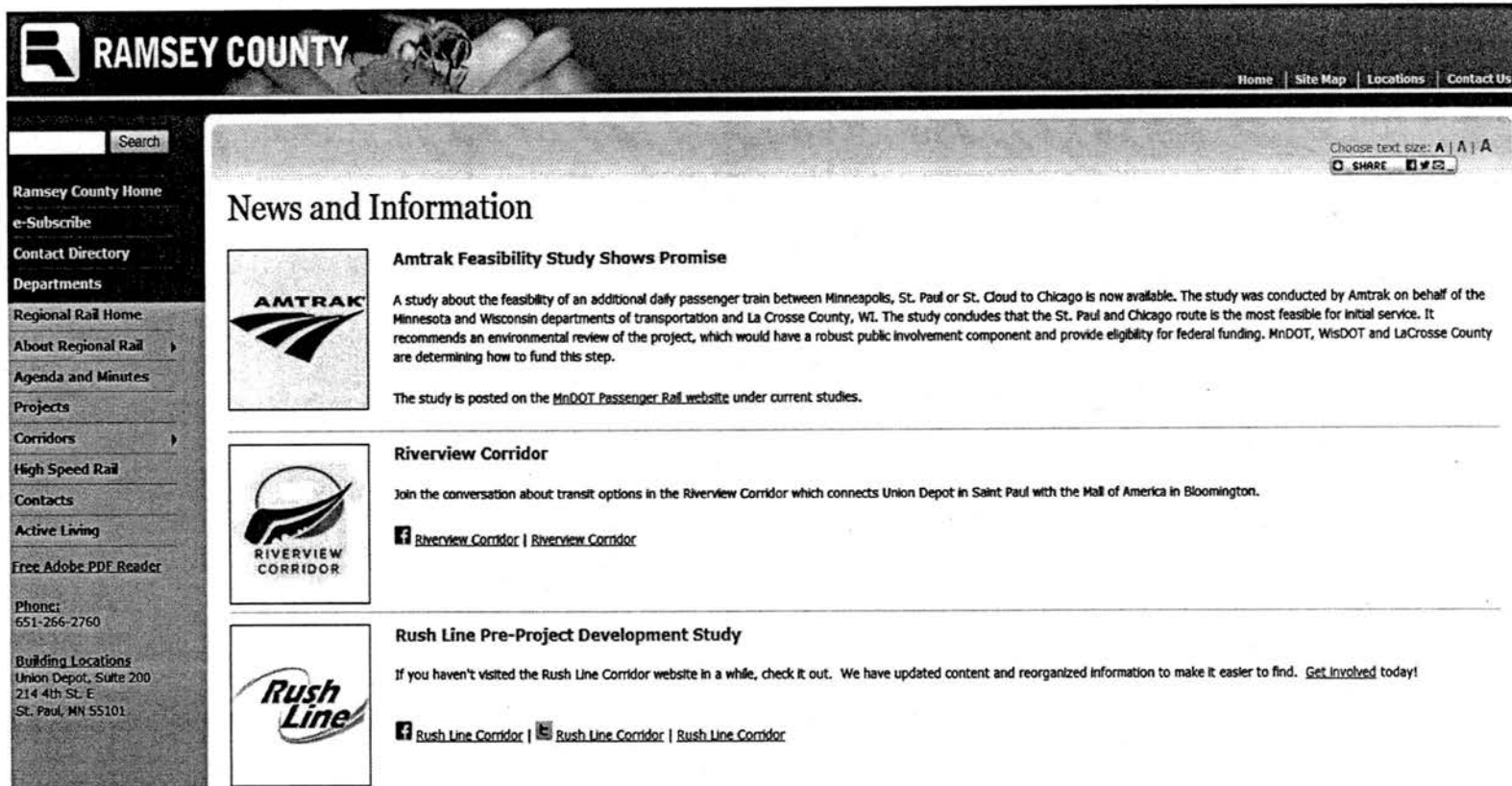
Important Dates

- August 4 County Manager presents her proposed budget during the County Board meeting, with a Property Tax Workshop held at 1:30 pm at Falcon Heights City Hall
- Aug 11 –
 - Sept 15 Department budget hearings
- Sept 15 Public Hearing #1 (1:30 p.m. at Courthouse)
- Sept 15 Administrative Budget Addenda presented
- Sept 15 Financial overview
- Sept 22 Maximum tax levy set for 2016
- Sept 28 Joint Property Tax Advisory Committee meeting to set joint levy
- Nov 10 – 24 Truth in Taxation Notices of estimated taxes mailed
- Nov 30 Public Hearing #2 (6:30 p.m. at Saint Paul Central High School)
- Dec 1 Board Budget Addenda presented
- Dec 15 Final approval of biennial budget & 2016 property tax levy

Ramsey County Regional Railroad Authority website

- Planning studies
- Project websites
- Archived meeting minutes

www.co.ramsey.mn.us/rail



The screenshot shows the website's layout. At the top is a navigation bar with links: Home, Site Map, Locations, and Contact Us. Below this is a search bar and a "Choose text size" option. The left sidebar contains a "Ramsey County Home" link, an "e-Subscribe" button, a "Contact Directory" link, and a "Departments" section with links to "Regional Rail Home", "About Regional Rail", "Agenda and Minutes", "Projects", "Corridors", "High Speed Rail", "Contacts", "Active Living", and "Free Adobe PDF Reader". The main content area is titled "News and Information" and features three articles:

- Amtrak Feasibility Study Shows Promise**: A study about the feasibility of an additional daily passenger train between Minneapolis, St. Paul or St. Cloud to Chicago is now available. The study was conducted by Amtrak on behalf of the Minnesota and Wisconsin departments of transportation and La Crosse County, WI. The study concludes that the St. Paul and Chicago route is the most feasible for initial service. It recommends an environmental review of the project, which would have a robust public involvement component and provide eligibility for federal funding. MnDOT, WisDOT and LaCrosse County are determining how to fund this step. The study is posted on the [MnDOT Passenger Rail website](#) under current studies.
- Riverview Corridor**: Join the conversation about transit options in the Riverview Corridor which connects Union Depot in Saint Paul with the Mall of America in Bloomington. Links: [Riverview Corridor](#) | [Riverview Corridor](#)
- Rush Line Pre-Project Development Study**: If you haven't visited the Rush Line Corridor website in a while, check it out. We have updated content and reorganized information to make it easier to find. [Get Involved](#) today! Links: [Rush Line Corridor](#) | [Rush Line Corridor](#) | [Rush Line Corridor](#)

At the bottom left of the sidebar, contact information is provided: Phone: 651-266-2760, Building Locations: Union Depot, Suite 200, 214 4th St. E, St. Paul, MN 55101.

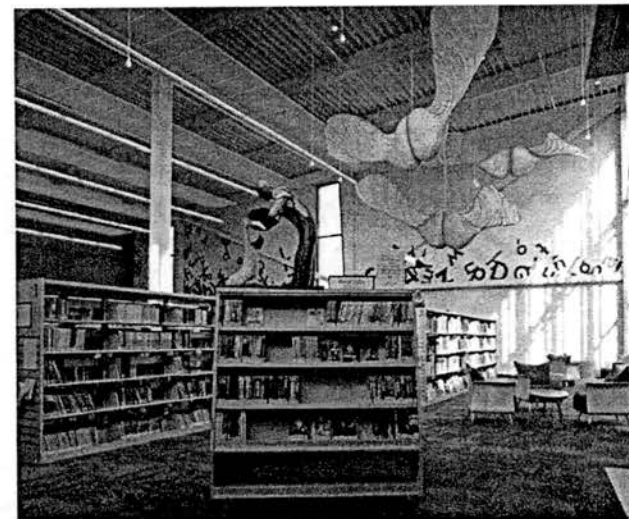
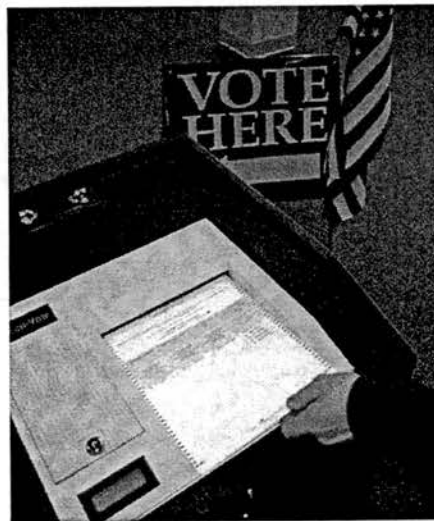
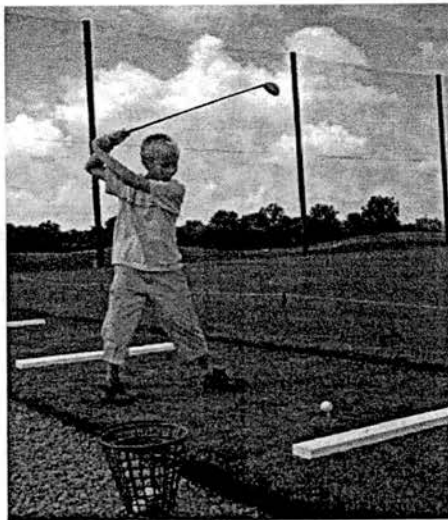
Ramsey County – A county of excellence working with you to enhance our quality of life

Additional information on the 2016-2017 Proposed Budget is available on
Ramsey County's website:

<http://www.co.ramsey.mn.us>

Clerk to the Board Office

651-266-8014



The Ramsey County Regional Railroad Authority met in regular session at 3:44 PM with the following members present: Carter, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, Lee Mehrkens, Finance Director, and Harry McPeak, County Attorney.

1. Approval of the August 11, 2015 Agenda

VOTING

Motion by: Toni Carter

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake			x	
McDonough, Jim			x	
McGuire, Mary Jo	x			
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

2. Approve Minutes from August 4, 2015

VOTING

Motion by: Victoria Reinhardt

Second by: Janice Rettman

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake			x	
McDonough, Jim			x	
McGuire, Mary Jo	x			
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. 2016-2017 Ramsey County Regional Railroad Authority Proposed Budgets

Discussion can be found on archived video.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 4:05 pm.


Sandra Jacobson
Administrative Secretary

Regional Railroad Authority Meeting
August 11, 2015 – ROLL CALL

Call to Order:

3:44pm

ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Jim McDonough		✓
Mary Jo McGuire	✓	
Victoria Reinhardt	✓	
Janice Rettman	✓	
Toni Carter	✓	
Blake Huffman		✓
Rafael Ortega	✓	

1. Agenda of August 11, 2015 is presented for approval

Moved:

TC

Seconded:

MM

	YEA	NAY	ABSENT
Jim McDonough			✓
Mary Jo McGuire	✓		
Victoria Reinhardt	✓		
Janice Rettman	✓		
Toni Carter	✓		
Blake Huffman			✓
Rafael Ortega	✓		

2. Minutes from August 4, 2015 are presented for approval

Moved:

VR

Seconded:

VR

	YEA	NAY	ABSENT
Jim McDonough			✓
Mary Jo McGuire	✓		
Victoria Reinhardt	✓		
Janice Rettman	✓		
Toni Carter	✓		
Blake Huffman			✓
Rafael Ortega	✓		

3. 2016-2017 Ramsey County Regional Railroad Authority Proposed Budgets

Discussion will occur on the 2016-2017 RCRRA proposed budgets.

Moved:

Seconded:

	YEA	NAY	ABSENT
Jim McDonough	_____	_____	_____
Mary Jo McGuire	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Toni Carter	_____	_____	_____
Blake Huffman	_____	_____	_____
Rafael Ortega	_____	_____	_____

Meeting adjourned at 4:05 AM/PM

Levy - maxi levy allowances
Revenue
Fund balance - bldg years



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

REGIONAL RAILROAD AUTHORITY

Tuesday, August 11, 2015
Immediately following the County Board Meeting
Council Chambers – Third Floor Court House

-
1. **Agenda of August 11, 2015 is presented for approval**
Approve agenda for August 11, 2015.

 2. **Minutes from August 4, 2015 are presented for approval**
Approve minutes from August 4, 2015.

 3. **2016-2017 Ramsey County Regional Railroad Authority Proposed Budgets**
Discussion will occur on the 2016-2017 RCRRA proposed budgets.

ADJOURNMENT

**REQUEST FOR ACTION
RAMSEY COUNTY BOARD OF COMMISSIONERS**

Requesting Department: Regional Railroad Authority

R2015-22

Committee: Regional Railroad Authority

Meeting Date: 8/11/2015

SUBJECT

Agenda of August 11, 2015 is presented for approval

REQUESTED ACTION

Approve agenda for August 11, 2015.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-23

Committee: Regional Railroad Authority

Meeting Date: 8/11/2015

SUBJECT

Minutes from August 4, 2015 are presented for approval

REQUESTED ACTION

Approve minutes of August 4, 2015.

ATTACHMENTS

1. Draft 8/4/2015 Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-19

Committee: Regional Railroad Authority

Meeting Date: 8/11/2015

SUBJECT

2016-2017 Ramsey County Regional Railroad Authority Proposed Budgets

REQUESTED ACTION

Discussion will occur on the 2016-2017 RCRRA proposed budgets.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) Director will present the proposed 2016-2017 RCRRA budgets for discussion. The 2016 proposed budget is \$23,057,849. The 2017 proposed budget is \$20,596,617.

On September 22, 2015, the RCRRA will certify the 2016 maximum tax levy.

On December 15, 2015 the RCRRA will approve the two year 2016-2017 RCRRA budgets and the 2016 RCRRA tax levy.

BUDGETARY IMPACT

The RCRRA Director will present the RCRRA Proposed Budget for 2016-2017 at this meeting.

COUNTY MANAGER COMMENTS

The proposed 2016-2017 RCRRA budget will be approved December 15, 2015.

PREVIOUS ACTION

N/A

Department Summary



BUDGET SUMMARY

Regional Rail Authority

	2014 Actual	2015 Budget	2016 Proposed	2017 Proposed
Expenditure / Appropriation - Operating Budget	11,682,738	19,150,735	18,757,849	15,471,617
Expenditure / Appropriation - Grants / Projects	13,665,620	3,300,000	4,300,000	5,125,000
Revenue / Est. Revenue - Operating Budget	1,588,918	1,732,638	1,886,713	2,071,306
Revenue / Est. Revenue - Grants / Projects	-	150,000	-	-
Use of Fund Balance	5,187,394	2,005,397	1,314,226	(2,215,247)
County Tax Levy	18,572,046	18,562,700	19,856,910	20,740,558
Allowance for Uncollectible Taxes	481,261	580,654	602,537	516,889
Total RCRRRA Tax Levy	19,053,307	19,143,354	20,459,447	21,257,447
Inc/(Dec) from Previous Year			1,316,093	798,000
% Inc/(Dec) from Previous Year			6.9%	3.9%
Inc/(Dec) for 2 Years				2,114,093
% Inc/(Dec) for 2 Years				11.0%

Department Summary



EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Regional Rail Authority

Division	2014 Actual	2015 Budget	2016 Proposed	2017 Proposed
<u>Operating Budget</u>				
Regional Rail Administration	1,499,734	1,727,455	1,679,916	1,749,944
Union Depot Operations	6,019,404	7,682,888	9,425,768	9,510,575
Diagonal Property Roseville	-	2,500	2,500	2,500
Northeast Corridor Right-of-Way	62,340	77,992	82,699	86,670
Rush Line Operations	95,770	45,300	114,350	114,350
Red Rock Operations	22,639	87,600	77,500	77,500
Robert Street Operations	15,685	322,600	112,000	112,000
Gateway Corridor Operations	109,893	120,900	122,000	121,000
Passenger Rail Operations	157,668	1,554,100	144,000	144,000
Riverview Corridor Operations	38,953	549,400	150,500	150,500
Total Operating Budget	8,022,086	12,170,735	11,911,233	12,069,039
Inc/(Dec) from Previous Year			(259,502)	157,806
% Inc/(Dec) from Previous Year			(2.1)%	1.3%

Department Summary



EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Regional Rail Authority

	2014 Actual	2015 Budget	2016 Proposed	2017 Proposed
<u>Grants / Projects</u>				
RRA Insurance Deductibles (P128101)	-	-	575,000	-
Red Rock Project Development (P125401)	-	-	225,000	225,000
Riverview DEIS/Development/Engineering (P125104)	-	-	1,200,000	1,450,000
Rail Property Acquisition (P121005)	-	500,000	750,000	750,000
Rush Line Pre-Project Development (P124301)	-	1,500,000	-	-
Central Corridor Preliminary Eng (P125101)	13,665,620	-	-	-
Rush Line Environmental Design/Development (P125102)	-	-	750,000	1,000,000
Gateway Environmental Design/Development (P125103)	-	1,000,000	500,000	1,400,000
Union Depot Capital Reserves (P127101)	-	300,000	300,000	300,000
Total Grants / Projects	13,665,620	3,300,000	4,300,000	5,125,000
<u>Debt Service</u>				
Lmtd Tax Oblig Note Series '12	3,660,652	6,980,000	6,846,616	3,402,578
Total Debt Service	3,660,652	6,980,000	6,846,616	3,402,578
Total Expenditure / Appropriation	25,348,358	22,450,735	23,057,849	20,596,617
Inc/(Dec) from Previous Year			607,114	(2,461,232)
% Inc/(Dec) from Previous Year			2.7%	(10.7)%
Inc/(Dec) for 2 Years				(1,854,118)
% Inc/(Dec) for 2 Years				(8.3)%

Department Summary



REVENUE / ESTIMATED REVENUE SUMMARY BY DIVISION

Regional Rail Authority Dept

Division	2014 Actual	2015 Budget	2016 Proposed	2017 Proposed
Regional Rail Administration	22,602	7,000	5,000	5,000
Union Depot Operations	1,547,550	1,709,238	1,862,128	2,046,721
Northeast Corridor Right-of-Way	18,200	16,000	19,000	19,000
Rush Line Operations	566	400	585	585
Total Operating Budget	1,588,918	1,732,638	1,886,713	2,071,306

Inc/(Dec) from Previous Year	154,075	184,593
% Inc/(Dec) from Previous Year	8.9%	9.8%

	2014 Actual	2015 Budget	2016 Proposed	2017 Proposed
<u>Grants / Projects</u>				
Rush Line Pre-Project Development (P124301)	-	150,000	-	-
Total Grants / Projects	-	150,000	-	-
Total Revenue / Estimated Revenue	1,588,918	1,882,638	1,886,713	2,071,306

Inc/(Dec) from Previous Year	4,075	184,593
% Inc/(Dec) from Previous Year	0.2%	9.8%

Inc/(Dec) for 2 Years	188,668
% Inc/(Dec) for 2 Years	10.0%

Department Summary



PERSONNEL SUMMARY BY DIVISION

Regional Rail

	2014 Budget	2015 Budget	2016 Target	2017 Target
Permanent FTE				
<u>Operating Budget</u>				
Regional Rail Administration	8.00	8.00	8.00	8.00
Total Operating Budget	8.00	8.00	8.00	8.00

Grants / Projects

None

Total Existing Permanent FTE	8.00	8.00	8.00	8.00
------------------------------	------	------	------	------

	2016 Target	2017 Target
New FTEs		
None		
Total New FTE	-	-
Total FTE	8.00	8.00
Inc/(Dec) From Previous Year	-	-
Inc/(Dec) for 2 Years	-	-

Department Summary



Timothy Mayasich, Director

214 Fourth Street E, #200, St. Paul, MN 55101

651-266-2760

VISION

REGIONAL RAILROAD AUTHORITY

RCRRA

Developing Union Depot into a multi-modal transit and transportation hub as a sustainable facility and continue to pursue advancement of its various corridor studies in order to continue expanding transit options for residents of Ramsey County

Ramsey County

A vibrant community where all are valued and thrive.

MISSION

RCRRA

Providing effective and efficient transit alternatives for Ramsey County and surrounding regions.

Ramsey County

A county of excellence working with you to enhance our quality of life.

DEPARTMENT OVERVIEW

The RCRRA will develop the Union Depot into a multi-modal transit and transportation hub as a sustainable facility that offers a vast array of modal choices as well as a vibrant meeting place for the public that will include commercial activity, programmed events, and a showcase for artists and other vendors. The RCRRA will also continue to pursue advancement of its various corridor studies currently underway in order to continue expanding transit options for residents of Ramsey County. Realization of these corridors will bring the Union Depot vision to fruition by bringing in more people to utilize the facility.

PROGRAMS / SERVICES

Ramsey County Regional Railroad Authority is comprised of the seven elected Ramsey County Commissioners.

The Ramsey County Regional Railroad Authority recognizes the importance of transit to the mobility of people in the county and its importance in maintaining a strong economy in the county. For those reasons, the Railroad Authority plans, advocates, designs, communicates, educates, coordinates, implements, operates, preserves and funds transit options in Ramsey County.

The Ramsey County Regional Railroad Authority performs its activities to address the needs for mobility, improved transportation affordability, mitigation of traffic congestion, enhanced environmental quality and recognizes the economic health of the county depends on accessibility to jobs, services and recreation.

GOALS & STRATEGIES

Strengthen individual, family and community health, safety and well-being.

- Promote environmental stewardship and a healthier, more sustainable community through development of transit/transportation corridors connecting to Union Depot
- Operate and maintain Union Depot using sustainability best practices

Cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty.

6

Department Summary



Timothy Mayasich, Director

214 Fourth Street E, #200, St. Paul, MN 55101

651-266-2760

- Develop and fund transit investments that support regional sustainability and economic prosperity plans
- Engage affected communities regarding opportunities at Union Depot and participation in corridor planning

Enhance access to opportunity and mobility for all residents and businesses.

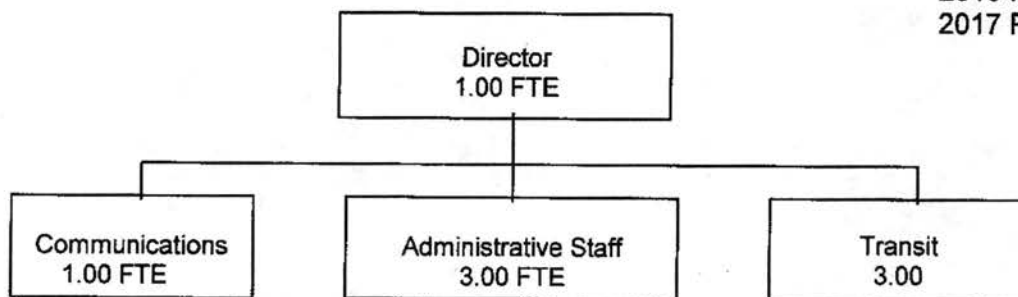
- Provide education about transit/transportation and its relationship to prosperity and economic development
- Implementation of transit/transportation corridors
- Provide space for other county departments to promote their work

Model forward-thinking investment, fiscal accountability and transparency.

- Implement a long term capital needs plan that aligns with the property plan at Union Depot for future transit and transportation needs
- Maximize revenue opportunities and new program initiatives at Union Depot through partnerships with public and private entities

2015 ORGANIZATION CHART

REGIONAL RAILROAD AUTHORITY



Personnel - FTE

2014 Budget	-	8.00
2015 Budget	-	8.00
2016 Proposed	-	8.00
2017 Proposed	-	8.00

Department Summary



MAJOR CHANGES

REGIONAL RAILROAD AUTHORITY

Listed below are the major items that have contributed to changes in the Department's appropriation and financing over the previous year.

2016 PROPOSED BUDGET

Description	2016 Budget	2016 Financing	2016 Levy
Inc/(Dec) from 2015 Budget	607,114	4,075	603,039
% Inc/-Dec from 2015 Budget	2.7%	0.2%	
1 Union Depot Operations	1,742,880	152,890	1,589,990
2 Passenger Rail Operating Budget	(1,410,100)	0	(1,410,100)
3 Riverview Corridor DEIS	1,200,000	0	1,200,000
4 Rush Line Corridor Environ/Design Develop	(750,000)	0	(750,000)
TOTALS	782,780	152,890	629,890

2017 PROPOSED BUDGET

Description	2017 Budget	2017 Financing	2017 Levy
Inc/(Dec) from 2016 Proposed Budget	(2,461,232)	184,593	(2,645,825)
% Inc/-Dec from 2016 Proposed Budget	-10.7%	9.8%	
5 Debt Service - Loan Payoff - Reduction	(3,444,038)	0	(3,444,038)
6 Union Depot Insurance Deductibles	(575,000)	0	(575,000)
7 Gateway Corridor Environ Design/Develop	900,000	0	900,000
8 Riverview Corridor DEIS	250,000	0	250,000
9 Rush Line Corridor Environ Design/Develop	250,000	0	250,000
TOTALS	(2,619,038)	-	(2,619,038)

NET MAJOR CHANGE 2015 / 2017

(1,836,258)	152,890	(1,989,148)
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Department Summary



EXPLANATIONS OF MAJOR CHANGES

REGIONAL RAILROAD AUTHORITY

	2016 Budget	2016 Financing	2016 Levy
1. Union Depot Operations	1,742,880	152,890	1,589,990

Increases in the 2016 Union Depot operating and capital outlay budgets are attributed to increases in staffing of security and janitorial personnel due to the increase in the amount of visitors to the Union Depot. Also contributing to this increase is an increase in leasehold improvements to prepare space for potential leaseholders in the Union Depot.

	2016 Budget	2016 Financing	2016 Levy
2. Passenger Rail Operating Budget	(1,410,100)	-	(1,410,100)

In preparation for the 2015 Passenger Rail Operating Budget, it was anticipated that the Rail Authority would be contributing to regional studies, such as a grade separation project, and/or a second Amtrak train study. Funds are available in the 2014 and 2015 RCRRA operating budgets for these studies.

	2016 Budget	2016 Financing	2016 Levy
3. Riverview Corridor DEIS	1,200,000	-	1,200,000

The Riverview Corridor Pre-Project Development Study will be completed in 2016. The funding for this study came from the 2013 Rail Authority fund balance. The project will move into the Draft Environmental Impact Statement (DEIS) phase in 2016.

	2016 Budget	2016 Financing	2016 Levy
4. Rush Line Corridor Environ/Design Develop	(750,000)	-	(750,000)

The Rush Line Corridor Pre-Project Development Study will be completed in 2016. The project will move into the Draft Environmental Impact Statement phase in 2016.

Department Summary



EXPLANATIONS OF MAJOR CHANGES

REGIONAL RAILROAD AUTHORITY

	2017 Budget	2017 Financing	2017 Levy
5. Debt Service	(3,444,038)	-	(3,444,038)

The Rail Authority took out \$20 million in bank loans in 2012. The last payment of principal and interest is due February 2017.

	2017 Budget	2017 Financing	2017 Levy
6. Union Depot Insurance Deductibles	(575,000)	-	(575,000)

The Rail Authority is required to provide millions of dollars in insurance coverage, per its agreement with Amtrak. Insurance deductibles will be budgeted in a project budget to only be used if necessary.

	2017 Budget	2017 Financing	2017 Levy
7. Gateway Corridor Environ/Design Develop	900,000	-	900,000

The Gateway Corridor Project Development phase is anticipated to be completed in 2017. The Engineering phase will then begin in 2017.

	2017 Budget	2017 Financing	2017 Levy
8. Riverview Corridor DEIS	250,000	-	250,000

The Riverview Corridor DEIS will require additional funds for public engagement in 2017.

	2017 Budget	2017 Financing	2017 Levy
9. Rush Line Corridor Environ Design/Develop	250,000	-	250,000

The Rush Line Corridor DEIS phase will require additional funding in 2017.

Department Summary



PROGRAM / SERVICE ALLOCATION (2016 PROPOSED)

REGIONAL RAILROAD AUTHORITY

Program / Service	Mand./ Discr.	2016 Proposed			
		FTEs	Budget	Financing	Levy
Administration (RCRRA)	D	4.24	1,679,916	5,000	1,674,916
Union Depot	D/M	1.50	9,425,768	1,862,128	7,563,640
Other Corridor Projects	D	2.26	805,549	19,585	785,964
Capital Projects					
Union Depot	D/M	-	875,000	-	875,000
Rail Property Acquisition	D	-	750,000	-	750,000
Rush Line Pre Project Develop	D	-	-	-	-
Rush Line Environ Design/Dev	D	-	750,000	-	750,000
Red Rock Project Development	D	-	225,000	-	225,000
Gateway Environ Design/Dev	D	-	500,000	-	500,000
Riverview DEIS/Dev/Eng	D	-	1,200,000	-	1,200,000
Debt Service	LO	-	6,846,616	-	6,846,616

8.00	23,057,849	1,886,713	21,171,136
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SUMMARY

		Levy %	FTEs	Budget	Financing	Levy
Total Mandated	M	0.00%	-	-	-	-
Total Mandated/Discretionary	M/D	0.00%	-	-	-	-
Total Discretionary/Mandated	D/M	39.86%	1.50	10,300,768	1,862,128	8,438,640
Total Discretionary	D	27.80%	6.50	5,910,465	24,585	5,885,880
Total Legal Obligations	LO	32.34%	-	6,846,616	-	6,846,616
			8.00	23,057,849	1,886,713	21,171,136

2015 Budget

Inc/(Dec.) from 2015 Budget

% Inc/-Dec. from 2015 Budget

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; LO =
Legal Obligations

Department Summary



**PROGRAM / SERVICE ALLOCATION (2016 PROPOSED)
CHANGE FROM 2015 BUDGET**

REGIONAL RAILROAD AUTHORITY

Program / Service	Change from 2015 Budget			
	FTEs	Budget	Financing	Levy
Administration (RCRRA)	0.59	(47,539)	(2,000)	(45,539)
Union Depot	(0.50)	1,742,880	152,890	1,589,990
Other Corridor Projects	0.11	(1,954,843)	3,185	(1,958,028)
Capital Projects				
Union Depot	-	575,000	-	575,000
Rail Property Acquisition	-	250,000	-	250,000
Rush Line Pre Project Develop	(0.10)	(1,500,000)	(150,000)	(1,350,000)
Rush Line Environ Design/Dev	-	750,000	-	750,000
Red Rock Project Development	-	225,000	-	225,000
Gateway Environ Design/Dev	(0.10)	(500,000)	-	(500,000)
Riverview DEIS/Dev/Eng	-	1,200,000	-	1,200,000
Debt Service	-	(133,384)	-	(133,384)

Inc/(Dec.) from 2015 Budget	(0.00)	607,114	4,075	603,039
% Inc/-Dec. from 2015 Budget	0.0%	2.7%	0.2%	2.9%

Department Summary



PROGRAM / SERVICE ALLOCATION (2017 PROPOSED)

REGIONAL RAILROAD AUTHORITY

Program / Service	Mand./ Discr.	2017 Proposed			
		FTEs	Budget	Financing	Levy
Administration (RCRRA)	D	4.35	1,749,944	5,000	1,744,944
Union Depot	D/M	1.45	9,510,575	2,046,721	7,463,854
Other Corridor Projects	D	2.20	808,520	19,585	788,935
Capital Projects					
Union Depot	D/M	-	300,000	-	300,000
Rail Property Acquisition	D	-	750,000	-	750,000
Rush Line Pre Project Develop	D	-	-	-	-
Rush Line Environ Design/Dev	D	-	1,000,000	-	1,000,000
Red Rock Project Development	D	-	225,000	-	225,000
Gateway Environ Design/Dev	D	-	1,400,000	-	1,400,000
Riverview DEIS/Dev/Eng	D	-	1,450,000	-	1,450,000
Debt Service	LO	-	3,402,578	-	3,402,578
		8.00	20,596,617	2,071,306	18,525,311

SUMMARY

		Levy %	FTEs	Budget	Financing	Levy
Total Mandated	M	0.00%	-	-	-	-
Total Mandated/Discretionary	M/D	0.00%	-	-	-	-
Total Discretionary/Mandated	D/M	41.91%	1.45	9,810,575	2,046,721	7,763,854
Total Discretionary	D	39.72%	6.55	7,383,464	24,585	7,358,879
Legal Obligations	LO	18.37%		3,402,578	-	3,402,578
			8.00	20,596,617	2,071,306	18,525,311
2016 Proposed Budget			8.00	23,057,849	1,886,713	21,171,136
Inc/(Dec.) from 2016 Proposed Budget			-	(2,461,232)	184,593	(2,645,825)
% Inc/-Dec. from 2016 Proposed Budget			0.0%	-10.7%	9.8%	-12.5%

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; LO = Legal Obligations

Department Summary



**PROGRAM / SERVICE ALLOCATION (2017 PROPOSED)
CHANGE FROM 2016 PROPOSED BUDGET**

REGIONAL RAILROAD AUTHORITY

Program / Service	Change from 2016 Proposed Budget			
	FTEs	Budget	Financing	Levy
Administration (RCRRA)	0.11	70,028	-	70,028
Union Depot	(0.05)	84,807	184,593	(99,786)
Other Corridor Projects	(0.06)	2,971	-	2,971
Capital Projects				
Union Depot	-	(575,000)	-	(575,000)
Rail Property Acquisition	-	-	-	-
Rush Line Pre Project Develop	-	-	-	-
Rush Line Environ Design/Dev	-	250,000	-	250,000
Red Rock Project Development	-	-	-	-
Gateway Environ Design/Dev	-	900,000	-	900,000
Riverview DEIS/Dev/Eng	-	250,000	-	250,000
Debt Service	-	(3,444,038)	-	(3,444,038)

Inc/(Dec.) from 2016 Proposed Budget	-	(2,461,232)	184,593	(2,645,825)
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% Inc/-Dec. from 2016 Proposed Budget	0.0%	-10.7%	9.8%	-12.5%
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Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

GOAL

Strengthen individual, family and community health, safety and well-being through effective safety-net services; innovative programming; prevention and early intervention; and environmental stewardship.

STRATEGY OR STRATEGIES TO MAKE PROGRESS TOWARDS THIS GOAL

- A. Promote environmental stewardship and a healthier, more sustainable community through development of transit/transportation corridors connecting to Union Depot.
- B. Operate and maintain Union Depot using sustainability best practices.

PERFORMANCE MEASURES – ANALYSIS HIGHLIGHTS

- A. A wide range of measures are available during project planning to evaluate the development of healthy, sustainable communities. The Environmental Assessment (EA) and Environmental Impact Statement (EIS) processes are standard measures in transit and transportation planning. The EA and EIS evaluate elements including public health and environmental quality and acknowledge the importance of these linkages to developing healthy, sustainable communities. EA and EIS also indicate progress toward corridor completion as they occur as intermediary steps in advance of project engineering and construction.

Bicycle/pedestrian connections identified during project development demonstrate thoughtful alignment and application of best practices in public health, public works, transit and neighborhood planning. The Regional Railroad Authority has direct responsibility for the Union Depot station area planning and connections from the facility but not for other connections. As such, the measure of performance will be policy and planning support of bike and pedestrian access to transit and transportation facilities being studied or funded by the department.

The number of transportation service providers demonstrates a commitment to the primary vision of Union Depot as a multi-modal transportation hub consistent with sustainable best practices in planning sustainable communities. Maintaining the number and variety of transportation service providers demonstrates strong tenant/owner relationships.

- B. Many tools are available to measure energy use in buildings. To best represent energy use and conservation at Union Depot, a calculation will be developed to identify energy use per person per event. This calculation will be used to analyze energy use of the 24/7 operation over 33-acres facility in a meaningful way.

The Union Depot loading dock expansion will provide enhanced waste management service for tenants, vendors, residents and visitors beginning in 2016. Education materials will be developed to encourage and support behavior change. The percent of trash will be measured to provide a baseline for ongoing reduction of trash in the total waste stream.

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

PERFORMANCE MEASURES – DATA

#	Performance Measures	2012	2013	2014	2015	2016-17
		Actual	Actual	Actual	Estimate	Estimate
A1	Completion of Environmental Assessments for Rush Line and Riverview Corridors	N/A	N/A	N/A	N/A	EA begins
A2	Completion steps toward completion of Environmental Impact Statements for Rush Line and Riverview Corridors	N/A	N/A	N/A	N/A	Placeholder for 2017-2018
A3	Bicycle and pedestrian linkages to planned corridors	N/A	N/A	N/A	N/A	Policy and planning support
A4	Number of transportation service providers serving Union Depot	4	6	12	12	12
B1	Kilowatt per event attendee hour	N/A	N/A	N/A	N/A	Develop measure and baseline
B2	Percentage of trash in Union Depot waste stream	N/A	N/A	N/A	N/A	Develop baseline

PERFORMANCE MEASURES – ADDITIONAL INFORMATION (if necessary)

A1 & A2	Environmental Assessments are an overview of the need and environmental impacts of a proposed action and alternatives, and a listing of agencies and persons consulted. Environmental Impact Statements are the result of a multi-step process required prior to application for federal funding. The six steps required are: 1. notice of intent and scoping procedures 2. draft EIS 3. agency and public review and comment 4. final EIS 5. record of decision 6. agency action EA will begin in 2016.	Qualitative
A3	The measure of performance will be policy and planning support of bike and pedestrian access to transit and transportation facilities being studied or funded by the department.	Qualitative
A4	The number and variety of transportation service providers will be consistent in 2016.	Quantitative
B1	A calculation will be developed in 2016 to identify energy use per person per event.	Quantitative
B2	The percent of trash will be measured to provide a baseline in 2016.	Quantitative

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

GOAL

Cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty through proactive leadership and inclusive initiatives that engage all communities in decisions about our future.

STRATEGY OR STRATEGIES TO MAKE PROGRESS TOWARDS THIS GOAL

- A. Develop and fund transit investments that support regional sustainability and economic prosperity plans.
- B. Engage affected communities regarding opportunities to participate in corridor planning.

PERFORMANCE MEASURES – ANALYSIS HIGHLIGHTS

- A. Through thoughtful and proactive leadership, the Regional Railroad Authority will demonstrate consistency with local, state, and regional plans and partnership with other Ramsey County departments including Workforce Solutions, Public Works, Parks and Recreation and Human Services. The consistency and partnerships will shape transit investments to support regional sustainability and economic prosperity plans. There is no specific quantitative measure for this work.

The change (increase) in number taxable properties and value of taxable properties within a defined area along developing corridors and surrounding Union Depot will indicate indirect benefits of investment in all types of neighborhoods, including those with concentrated financial poverty.

Increased access to jobs and job centers will be used to indicate progress toward cultivating economic prosperity. The jobs measurement is a placeholder at this time. As corridors develop, the Regional Railroad Authority will work with others, including other Ramsey County departments, to develop specific, meaningful measures.

- B. Corridor planning public engagement is specifically focused on engaging affected communities in transit and transportation decisions for the future. Total participation will be reported and will include meeting attendance, online engagement, e-news subscriptions and social media interaction.

PERFORMANCE MEASURES – DATA

#	Performance Measures	2012	2013	2014	2015	2016-17
		Actual	Actual	Actual	Estimate	Estimate
A1	Consistency with plans and partnerships with planning agencies	N/A	N/A	N/A	N/A	Policy and planning support
A2	Increase in taxable properties	N/A	N/A	N/A	N/A	Develop measure and baseline
A3	Increase in value of taxable properties	N/A	N/A	N/A	N/A	Develop measure and baseline
A4	Develop employment measurements	N/A	N/A	N/A	N/A	Develop measure

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

		2012	2013	2014	2015	2016-17
#	Performance Measures	Actual	Actual	Actual	Estimate	Estimate
B1	Total participation in corridor engagement	N/A	N/A	N/A	Create baseline	Report measure

PERFORMANCE MEASURES – ADDITIONAL INFORMATION (if necessary)

A1	The consistency and partnerships will shape transit investments to support regional sustainability and economic prosperity plans.	Qualitative
A2 & A3	Develop a baseline to calculate change (increase) in number taxable properties and value of taxable properties within a defined area along developing corridors and surrounding Union Depot in 2016.	Quantitative
A4	Measuring increased access to jobs and job centers will be used to indicate progress toward cultivating economic prosperity. This calculation will be developed in 2016 with the goal of having a baseline for both corridors and Union Depot in 2016.	Quantitative
B1	Total participation in corridor planning will be reported as a baseline in 2015 and will include meeting attendance, online engagement, e-news subscriptions and social media interaction.	Quantitative

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

GOAL

Enhance access to opportunity and mobility for all residents and businesses through connections to education, employment and economic development throughout our region.

STRATEGY OR STRATEGIES TO MAKE PROGRESS TOWARDS THIS GOAL

- A. Provide education about transit and transportation and measure its relationship to corridor planning, Union Depot operations and modes serving Union Depot.
- B. Implement of transit corridors.
- C. Provide space for other county departments to promote their work.

PERFORMANCE MEASURES – ANALYSIS HIGHLIGHTS

- A. Surveys are an important tool to use when measuring success of educational initiatives designed to influence knowledge, attitudes and behavior. A survey (or focus groups) will be implemented to develop a baseline measure of awareness and understanding of corridor planning efforts and knowledge of Union Depot as a transit hub, community gathering place and event center.

The Regional Railroad Authority is not a direct service provider. Through partnerships with transit and transportation providers, communication staff representing both Union Depot and the Regional Railroad Authority are engaged in educational efforts to support the providers and, as a consequence, Union Depot operations. Ridership is an indicator of relevant investment, awareness of transit/transportation opportunities and successful partnerships. Additionally, ridership is not a direct measure of educational campaign success, but the measure of ridership is a method to validate knowledge and behaviors reported in surveys. Ease of collection and aggregation of ridership data from transit and transportation providers varies due to internal data collection and management practices and preference for maintaining privacy of business data. The Regional Railroad Authority will deliberate the efficacy of collecting and maintaining ridership data.

- B. While implementation of the Riverview corridor and Rush Line corridor transit projects falls outside of the 2016-2017 window, pre-project development planning is underway and elements in goals 1, 3, and 4 lead to the inclusion of a locally preferred alternative as a measure of progress toward implementation.
- C. Union Depot is primarily a transit and transportation hub, but it can serve as a host location for Ramsey County departments seeking a transit-connected location for a county-sponsored, public-facing event or information kiosk relating to public services, such as health screenings, waste management or job fairs. Measurement will initially be reported as the total number of county-sponsored, public-facing events or information kiosks hosted at Union Depot. A space use plan consistent with and complementary to the current business and event plan for Union Depot will be developed to provide Ramsey County departments with specific guidance for hosting events and activating information kiosks.

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

PERFORMANCE MEASURES – DATA

#	Performance Measures	2012	2013	2014	2015	2016-17
		Actual	Actual	Actual	Estimate	Estimate
A1	Develop survey plan and budget	N/A	N/A	N/A	N/A	Complete survey plan and budget
A2	Ridership for modes serving Union Depot	N/A	N/A	N/A	Determine efficacy of collecting this data	Develop plan for data collection, if appropriate
B1	Completed milestones for Riverview and Rush Line corridor projects	N/A	N/A	N/A	N/A	Locally preferred alternatives identified
C1	Number of Ramsey County-specific event and information kiosks hosted at Union Depot	N/A	N/A	N/A	Develop plan	4

PERFORMANCE MEASURES – ADDITIONAL INFORMATION (if necessary)

A1	Develop a survey plan to develop a baseline measure of awareness and understanding of corridor planning efforts and knowledge of Union Depot as a transit hub, community gathering place and event center during 2016. Implement plan and survey in 2017.	Qualitative
A2	Through partnerships with transit and transportation providers, communication staff representing both Union Depot and the Regional Railroad Authority are engaged in educational efforts to support the providers and, as a consequence, Union Depot operations. Ridership is an indicator of relevant investment, awareness of transit/transportation opportunities and successful partnerships and will be evaluated as a potential measure in 2015, with data collection commencing in 2016 if determined useful.	Quantitative
B1	The inclusion of a locally preferred alternative is a measure of progress toward transit corridor implementation. Both Riverview and Rush Line locally preferred alternative decisions are expected in 2016.	Qualitative
C1	Measurement will initially be reported as the total number of Ramsey County-specific events or information kiosks hosted at Union Depot.	Quantitative

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

GOAL

Model forward-thinking investment, fiscal accountability and transparency through professional operational and financial management.

STRATEGY OR STRATEGIES TO MAKE PROGRESS TOWARDS THIS GOAL

- A. Implement a long term capital needs plan aligned with the property plan at Union Depot for future transit and transportation needs.
- B. Maximize revenue opportunities and new program initiatives at Union Depot.

PERFORMANCE MEASURES – ANALYSIS HIGHLIGHTS

- A. Implementation of capital projects will require financial support beyond the RCRRA budget. Strong vision and alignment with planning documents will provide the narrative for funding requests (e.g. TIGER, CTIB, TAB grants).
- B. Regional Railroad Authority employees and Union Depot representatives will maintain current and create new connections with government agencies and private partners to optimize use of available spaces and amenities at Union Depot. Maximizing revenue opportunities includes a range of options such as events, space rental, leasing and parking. Measurements to demonstrate optimal use will be created based on event space utilization and number of event attendees.

Public events at Union Depot fall into two general categories: public events hosted by our entity Union Depot (e.g. yoga, games, train day, bake sale, dance nights) and public events hosted by others (e.g. Lowertown Pop, JazzFest, Saint Paul Art Crawl). Public engagement for the Regional Railroad Authority includes public events at Union Depot. Successful events with broad participation are influenced by public engagement through social media, paid advertising and partner promotion. Total participation in engagement will be measured by review of data available through online tracking tools and marketing reports.

PERFORMANCE MEASURES – DATA

#	Performance Measures	2012	2013	2014	2015	2016-17
		Actual	Actual	Actual	Estimate	Estimate
A1	Approved local, state and federal bonding and funding requests	N/A	N/A	N/A	N/A	TBD
B1	Percent of Union Depot operations funded by non-RCRRA sources	N/A	N/A	N/A	TBD	TBD
B2	Number of event spaces utilized	N/A	N/A	N/A	N/A	Develop measure and baseline
B3	Total number of event attendees	N/A	N/A	N/A	Develop baseline	TBD
B4	Total participation in public engagement for Union Depot	N/A	N/A	N/A	Develop measure and baseline	TBD

Department Summary



GOALS, STRATEGIES & PERFORMANCE MEASURES

REGIONAL RAILROAD AUTHORITY

PERFORMANCE MEASURES – ADDITIONAL INFORMATION (if necessary)

A1	Successful funding requests. No current requests. Placeholder for 2016.	Qualitative and Quantitative
B1	Measuring percentage of revenue opportunities generated from non-RCRRA sources will include a range of sources such as events, space rental, leasing and parking. The first year of reporting will be 2015.	Quantitative
B2	A measurement to demonstrate optimal use of Union Depot available event space will be created in 2015 and will be based on room use and the number of events. The first reporting year will be 2016.	Quantitative
B3	Total attendance at events will be reported beginning in 2015.	Quantitative
B4	Total participation in engagement across Union Depot platforms will be measured by review of data available through online tracking tools and marketing reports.	Quantitative

The Ramsey County Regional Railroad Authority met in regular session at 10:01 AM with the following members present: Carter, Huffman, McGuire, Ortega, Reinhardt, Rettman, and Chair McDonough. Also present were Julie Kleinschmidt, County Manager, and John Kelly, First Assistant County Attorney.

1. Approval of the August 18, 2015 Agenda

VOTING

Motion by: Jim McDonough

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

2. Approve Minutes from August 11, 2015

VOTING

Motion by: Victoria Reinhardt

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Joint Powers Purchasing Agreement for Solar Garden Subscriptions (R2015-09)

VOTING

Motion by: Toni Carter

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice		x		

WHEREAS, Minnesota Statute Section 216B.1641 provides for the development of community solar gardens, allowing retail customers of Xcel Energy to subscribe to solar energy projects and receive the benefit of a solar garden; and

WHEREAS, Pursuant to the provisions of Minnesota Statutes § 471.59, the Parties are authorized to enter into agreements to exercise jointly or cooperatively governmental powers common to each and to permit one governmental entity to perform services or functions for another governmental unit; and

WHEREAS, The Metropolitan Council, County of Hennepin, County of Ramsey, City of Minneapolis, and other governmental units that may participate wish to share their purchasing powers in order to secure the most favorable terms and conditions for the purchase of solar garden subscriptions; and

WHEREAS, A Joint Powers Agreement has been created to allow for joint purchasing related to community solar gardens, and which applies to all purchases made through a competitive solicitation process or by direct negotiations as allowed by Minnesota Statutes § 471.345, or as permitted by other Minnesota Statutes applicable to each Party, at the prices and terms available; Now Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the Joint Powers Agreement among the Metropolitan Council, County of Hennepin, County of Ramsey, City of Minneapolis, and other governmental units as provided in Section 2 for cooperative purchasing of solar garden subscriptions, effective upon execution and remaining in effect until canceled by the Ramsey County Regional Railroad Authority; Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Joint Powers Agreement; Be It Further

RESOLVED, the Ramsey County Regional Railroad Authority authorizes the Director to send a letter to the Metropolitan Council stating Ramsey County Regional Railroad Authority's intent to subscribe to one or more community solar gardens, for up to 120,000 kwh, dependent on the terms and conditions of the proposals received as a result of the *Request for Proposals for Community Solar Garden Subscription Agreements* being issued by the Metropolitan Council in July, 2015.

4. Lease Agreement with National Railroad Passenger Corporation (Amtrak) (R2015-10)

VOTING

Motion by: Toni Carter

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union Depot Multi-Modal Transportation Hub to serve all transportation modes, including intercity passenger trains, as well as events and office tenants; and

WHEREAS, National Railroad Passenger Corporation (Amtrak) operates intercity passenger rail services and desires to lease space at Union Depot; and

WHEREAS, A Lease has been negotiated between Ramsey County Regional Railroad Authority and National Railroad Passenger Corporation (Amtrak) for the use of office space at Union Depot to support Amtrak's intercity passenger rail services; Now Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Lease between National Railroad Passenger Corporation (Amtrak) and the Ramsey County Regional Railroad Authority; and Be It Further

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

5. First Amendment to Station Lease Agreement with National Railroad Passenger Corporation (Amtrak) (R2015-11)

VOTING

Motion by: Janice Rettman
Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Ortega, Rafael	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

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

WHEREAS, National Railroad Passenger Corporation (Amtrak) operates intercity passenger rail services at Union Depot as provided by the Station Lease Agreement and the Terminal Tracks and Platforms Operating Agreement both executed on December 16, 2013; and

WHEREAS, An amendment to the Station Lease Agreement has been negotiated between Ramsey County Regional Railroad Authority and Amtrak for the use of additional space at Union Depot for handling customer package shipments and for equipment storage relating to intercity passenger rail services; Now Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the First Amendment to the Station Lease Agreement between National Railroad Passenger Corporation (Amtrak) and the Ramsey County Regional Railroad Authority; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the First Amendment to the Station Lease Agreement.

CORRIDOR UPDATES (Discussion can be found on archived video)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:04 a.m.


Sandra Jacobson,
Administrative Secretary

Regional Railroad Authority Meeting
August 18, 2015 – ROLL CALL

Call to Order: 9:58

ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Mary Jo McGuire	☒	
Victoria Reinhardt	☒	
Janice Rettman	☒	
Toni Carter	☒	
Blake Huffman	☒	
Jim McDonough	☒	
Rafael Ortega	☒	

1. Agenda of August 18, 2015 is presented for approval

Moved: TC JM

Seconded: TC

	YEA	NAY	ABSENT
Mary Jo McGuire	☒		
Victoria Reinhardt	☒		
Janice Rettman	☒		
Toni Carter	☒		
Blake Huffman	☒		
Jim McDonough	☒		
Rafael Ortega	☒		

2. Minutes from August 11, 2015 are presented for approval

Moved: VR

Seconded: JM

	YEA	NAY	ABSENT
Mary Jo McGuire	☒		
Victoria Reinhardt	☒		
Janice Rettman	☒		
Toni Carter	☒		
Blake Huffman	☒		
Jim McDonough	☒		
Rafael Ortega	☒		

3. Joint Powers Purchasing Agreement for Solar Garden Subscriptions

Moved:

TC

Seconded:

VR

	YEA	NAY	ABSENT
Mary Jo McGuire	☒		
Victoria Reinhardt	☒		
Janice Rettman		☒	
Toni Carter	☒		
Blake Huffman	☒		
Jim McDonough	☒		
Rafael Ortega	☒		

4. Lease Agreement with National Railroad Passenger Corporation (Amtrak)

Moved:

TC

Seconded:

JR

	YEA	NAY	ABSENT
Mary Jo McGuire	☒		
Victoria Reinhardt	☒		
Janice Rettman	☒		
Toni Carter	☒		
Blake Huffman	☒		
Jim McDonough	☒		
Rafael Ortega	☒		

5. First Amendment to Station Lease Agreement with National Railroad Passenger Corporation (Amtrak)

Moved:

JR VR

Seconded:

JM

	YEA	NAY	ABSENT
Mary Jo McGuire	☒		
Victoria Reinhardt	☒		
Janice Rettman	☒		
Toni Carter	☒		
Blake Huffman	☒		
Jim McDonough	☒		
Rafael Ortega	☒		

Meeting adjourned at 10:04 AM/PM

Corridor Updates Rushline PPDS - 2pm
Task Force Mtg
L 3:30
Victoria →

Mtgs last week
Rafael - RV PAC Mtg
- Comm Engagement
Gateway Corridor mtg
- PPDS

McGuire - Transp. advisory Bd
Mtg tomorrow



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

REGIONAL RAILROAD AUTHORITY

Tuesday, August 18, 2015
Immediately following the County Board Meeting
Council Chambers – Third Floor Court House

-
1. **Agenda of August 18, 2015 is presented for approval**
Approve agenda for August 18, 2015.
 2. **Minutes from August 11, 2015 are presented for approval**
Approve minutes of August 11, 2015.
 3. **Joint Powers Purchasing Agreement for Solar Garden Subscriptions**
 - 1) Approve the Joint Powers Agreement among the Metropolitan Council, County of Hennepin, County of Ramsey, City of Minneapolis, and other governmental units as provided in Section 2 for cooperative purchasing of solar garden subscriptions, effective upon execution and remaining in effect until canceled by the Ramsey County Regional Railroad Authority.
 - 2) Authorize the Chair to execute the Joint Powers Agreement.
 - 3) Authorize the Director to send a letter to the Metropolitan Council stating Ramsey County Regional Railroad's intent to subscribe to one or more community solar gardens, for up to 120,000 kwh, dependent on the terms and conditions of the proposals received as a result of the *Request for Proposals for Community Solar Garden Subscription Agreements* being issued by the Metropolitan Council in July, 2015.
 4. **Lease Agreement with National Railroad Passenger Corporation (Amtrak)**
 - 1) Approve a lease between National Railroad Passenger Corporation (Amtrak), 30th Street Station, 5th Floor South, Philadelphia, PA, 19104, and the Ramsey County Regional Railroad Authority for 660 square feet of office space at Union Depot effective on or about October 1, 2015 at a rate of \$9,900 per year with 3% annual increases each lease year for ten years, a total of \$116,045.98 over the term of the

ten year lease agreement, and including one ten-year extension term with 3% annual increases.

- 2) Authorize the Chair to execute the lease agreement.

5. First Amendment to Station Lease Agreement with National Railroad Passenger Corporation (Amtrak)

- 1) Approve a lease amendment between National Railroad Passenger Corporation (Amtrak), 30th Street Station, 5th Floor South, Philadelphia, PA, 19104, and the Ramsey County Regional Railroad Authority to add 774 square feet of space to the leased premises at Union Depot for use for handling packaging shipments and for equipment storage, effective on or about September 1, 2015 at a rate of \$3,006 per year with 3% annual increases at the first of each year for a total of \$75,339.34 over the remaining term of the twenty year lease agreement.

- 2) Authorize the Chair to execute the lease amendment.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department:

R2015-24

Committee: Regional Railroad Authority

Meeting Date: 8/18/2015

SUBJECT

Agenda of August 18, 2015 is presented for approval

REQUESTED ACTION

Approve agenda for August 18, 2015.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-25

Committee: Regional Railroad Authority

Meeting Date: 8/18/2015

SUBJECT

Minutes from August 11, 2015 are presented for approval

REQUESTED ACTION

Approve minutes of August 11, 2015.

ATTACHMENTS

1. Draft 8/11/2015 Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-18

Committee: Regional Railroad Authority

Meeting Date: 8/18/2015

SUBJECT

Joint Powers Purchasing Agreement for Solar Garden Subscriptions

REQUESTED ACTION

1. Approve the Joint Powers Agreement among the Metropolitan Council, County of Hennepin, County of Ramsey, City of Minneapolis, and other governmental units as provided in Section 2 for cooperative purchasing of solar garden subscriptions, effective upon execution and remaining in effect until canceled by the Ramsey County Regional Railroad Authority.
2. Authorize the Chair to execute the Joint Powers Agreement.
3. Authorize the Director to send a letter to the Metropolitan Council stating Ramsey County Regional Railroad's intent to subscribe to one or more community solar gardens, for up to 120,000 kwh, dependent on the terms and conditions of the proposals received as a result of the *Request for Proposals for Community Solar Garden Subscription Agreements* being issued by the Metropolitan Council in July, 2015.

EXECUTIVE SUMMARY

At a County Board workshop, held on July 7, 2015, the Board discussed participating in a collaborative procurement process related to community solar gardens. Subsequently, staff from Ramsey County, Hennepin County, the City of Minneapolis and Metropolitan Council designed a program opportunity to reduce future electrical costs and use combined purchasing power to encourage cost-competitive proposals for electricity over the next 25 years. Because of its previous experience with solar projects, the Metropolitan Council is leading the collaborative for participation in community solar gardens (CSG). In addition to the four entities identified above, about 25 other jurisdictions are actively working or have expressed interest to join the project.

The Ramsey County Board on July 21, 2015 approved participation in the program by the County. Ramsey County Regional Railroad Authority (RCRRA) participation will facilitate RCRRA's ability to obtain energy cost reductions through community solar gardens without pursuing a separate and duplicative project. RCRRA is

Joint Powers Purchasing Agreement for Solar Garden Subscriptions

requesting approval to join Ramsey County and the other participating public entities for joint purchasing of solar garden subscriptions. There are no upfront costs to the RCRRA.

To participate as a subscriber, RCRRA must enter into a joint powers agreement (JPA) with other participating public entities for joint purchasing of solar garden subscriptions, similar to other joint purchasing JPA's and agreements.

The Metropolitan Council is issuing a request for proposals (RFP) in July 2015 to seek CSG developers to provide subscription capacity to local units of government. Responses to the RFP will be reviewed, subscription agreements finalized and signed, projects designed by developers and approved by Xcel Energy, followed by construction of gardens (to be completed by December 31, 2016.) After entering into the JPA for joint purchasing, RCRRA will be able to enter into subscription agreements with CSG developer(s) procured using the Metropolitan Council's RFP and to collaborate with Ramsey County in the process.

Timing is of the essence because federal tax credits that developers use to offer favorable pricing will be reduced from 30% to 10% after December 31, 2016. Bidding, designing and building solar projects of this size are expected to take up to 18 months from start to finish, so the window of opportunity is closing.

BUDGETARY IMPACT

The action requested herein has no budget impact, but develops a pathway for the RCRRA to enter into a community solar garden subscription agreement.

Should the RCRRA enter into one or more subscription agreements, the energy costs could decrease based on rates and level of participation.

COUNTY MANAGER COMMENTS

Joint Powers Agreements must be approved by the RCRRA Board.

Cooperative purchasing for solar energy, through community solar gardens, gives Ramsey County Regional Railroad Authority the opportunity to collaborate on procurement with Ramsey County and other public entities, and realize the benefit of favorable pricing, terms and conditions through economies of scale. Approval of the JPA will provide an option for Ramsey County Regional Railroad Authority to achieve operating efficiencies and effectiveness in the purchase of electric energy.

PREVIOUS ACTION

None.

Joint Powers Purchasing Agreement for Solar Garden Subscriptions

ATTACHMENTS`

1. Draft Resolution
2. Joint Powers Purchasing Agreement for Solar Garden Subscription

Draft Resolution

WHEREAS, Minnesota Statute Section 216B.1641 provides for the development of community solar gardens, allowing retail customers of Xcel Energy to subscribe to solar energy projects and receive the benefit of a solar garden; and

WHEREAS, Pursuant to the provisions of Minnesota Statutes § 471.59, the Parties are authorized to enter into agreements to exercise jointly or cooperatively governmental powers common to each and to permit one governmental entity to perform services or functions for another governmental unit; and

WHEREAS, The Metropolitan Council, County of Hennepin, County of Ramsey, City of Minneapolis, and other governmental units that may participate wish to share their purchasing powers in order to secure the most favorable terms and conditions for the purchase of solar garden subscriptions; and

WHEREAS, A Joint Powers Agreement has been created to allow for joint purchasing related to community solar gardens, and which applies to all purchases made through a competitive solicitation process or by direct negotiations as allowed by Minnesota Statutes § 471.345, or as permitted by other Minnesota Statutes applicable to each Party, at the prices and terms available; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby approves the Joint Powers Agreement among the Metropolitan Council, County of Hennepin, County of Ramsey, City of Minneapolis, and other governmental units as provided in Section 2 for cooperative purchasing of solar garden subscriptions, effective upon execution and remaining in effect until canceled by the Ramsey County Regional Railroad Authority; Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the Joint Powers Agreement; and Be It Further

RESOLVED, the Ramsey County Regional Railroad Authority authorizes the Director to send a letter to the Metropolitan Council stating Ramsey County Regional Railroad Authority's intent to subscribe to one or more community solar gardens, for up to 120,000 kwh, dependent on the terms and conditions of the proposals received as a result of the *Request for Proposals for Community Solar Garden Subscription Agreements* being issued by the Metropolitan Council in July, 2015.

Joint Powers Purchasing Agreement for Solar Garden Subscriptions

THIS AGREEMENT is made and entered among the Metropolitan Council, County of Hennepin, County of Ramsey, City of Minneapolis, and other governmental units as provided in Section 2 and as defined in Minnesota Statutes § 471.59, subd. 1 (the "Party" or "Parties" depending on context).

WHEREAS, pursuant to the provisions of Minnesota Statutes § 471.59, the Parties are authorized to enter into agreements to exercise jointly or cooperatively governmental powers common to each and to permit one governmental entity to perform services or functions for another governmental unit; and

WHEREAS, the Parties wish to share their purchasing powers in order to secure the most favorable terms and conditions for the purchase of solar garden subscriptions;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Parties hereto as follows:

1. This Joint Powers Agreement ("Agreement") will become effective upon the execution of each Party and shall continue in full force and effect for all executing Parties, until a Party withdraws in accordance with the provisions of this Agreement.
2. Any "governmental unit", as defined in Minnesota Statutes § 471.59, is eligible to become a Party to this Agreement and may do so by execution of this Agreement. Upon execution, the Agreement becomes effective as to the signing governmental unit and the signed Agreement shall be transmitted to the Contract Administrator. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counterparts together shall constitute one and the same Agreement.
3. The Hennepin County Administrator, or his/her designee or successor, will be the Contract Administrator and will be responsible for maintaining the records related to the administration of this Agreement. Each Party shall designate a contact person and provide written notice to all other Parties of the name and pertinent contact information for the Party's contact person. The Contract Administrator's responsibility may be transferred to another Party.
4. Subject to the provisions of this Agreement, the Parties may make joint purchases or make purchases using any other Party's existing contracts for solar garden subscriptions.
5. This Agreement applies to all purchases made through a competitive solicitation process or by direct negotiations as allowed by Minnesota Statutes § 471.345, or as permitted by other Minnesota Statutes applicable to each Party, at the prices and terms available.

6. When making a joint purchase, the joint purchasers shall first consult with each interested purchaser to ensure that the requirements and specifications of the interested purchasers meet the needs of the joint purchasers and are included in the solicitation documents.
7. Prior to completing a purchase using another Party's existing contract, a Party shall enter into and execute its own purchasing document with the contract vendor.
8. Each Party shall make payment directly to the contract vendor according to the established procedures of the paying Party.
9. No Party shall assume any responsibility for the accountability of funds expended by any other Party or the issuance of any purchasing document by any other Party.
10. Each Party shall be separately accountable for its own expenditures of public funds made hereunder.
11. As mutually agreed upon, the Parties may share the costs associated with any shared bidding or solicitation process.
12. Each Party shall abide by all applicable state and federal law, rules and regulations.
13. The Parties' total liability under this Agreement shall be governed by Minnesota Statutes § 471.59, subd. 1a(a).

Each Party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other Parties and the results thereof. For purposes of determining total liability for damages, the participating governmental units, are considered to be a single governmental unit, the total liability of which shall not exceed the limits for a single governmental unit as provided in Minnesota Statutes § 466.04, subd. 1.

Each Party agrees to defend, hold harmless, and indemnify the other Parties, their officials, agents, and employees, from any liability, loss, or damages the other Parties may suffer or incur as the result of demands, claims, judgments, or cost arising out of or caused by the indemnifying Party's negligence in the performance of its respective obligations under this Agreement. This provision shall not be construed nor operate as a waiver of any applicable limitation of liability, defenses, immunities, or exceptions by statute or common law.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes § 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Parties.

The Parties to this Agreement are not liable for the acts or omissions of the other Parties to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

14. Any Party may withdraw from this Agreement by sending the Contract Administrator a notice to withdraw. Such withdrawal shall not void any purchases for which another Party has executed a purchasing document with the withdrawing Party's contract vendor or to any joint purchase made by the other Parties and the withdrawing Party.
15. Any amendments or modification to this Agreement, except for a withdrawal by any Party, shall be in writing and shall not be effective until executed by all Parties to this Agreement.
16. Based on the purpose of the Agreement, no general payment of funds are contemplated such that surplus will be created. All property obtained pursuant to this Agreement shall belong to the Party that purchased it under the process called for herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Joint Powers Purchasing Agreement to be signed and approved by the proper officers of each of the contracting Parties, and attested by the proper officer, on the dates written below.

Reviewed by
Counsel for Party (if needed)

COUNTY OF _____
STATE OF MINNESOTA

By: _____

Its: _____

Date: _____

METROPOLITAN COUNCIL

By: _____

Its: _____

Date: _____

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-20

Committee: Regional Railroad Authority

Meeting Date: 8/18/2015

SUBJECT

First Amendment to Station Lease Agreement with National Railroad Passenger Corporation (Amtrak)

REQUESTED ACTION

- 1) Approve a lease amendment between National Railroad Passenger Corporation (Amtrak), 30th Street Station, 5th Floor South, Philadelphia, PA, 19104, and the Ramsey County Regional Railroad Authority to add 774 square feet of space to the leased premises at Union Depot for use for handling packaging shipments and for equipment storage, effective on or about September 1, 2015 at a rate of \$3,006 per year with 3% annual increases at the first of each year for a total of \$75,339.34 over the remaining term of the twenty year lease agreement.
- 2) Authorize the Chair to execute the lease amendment.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) in December 2013 executed a twenty year lease agreement with National Railroad Passenger Corporation (Amtrak) for space at the renovated Union Depot multi-modal transit and transportation hub (the Station Lease), and a Terminal Tracks and Platforms Operating Agreement to enable Amtrak to operate intercity passenger rail service to Union Depot. Amtrak began rail service and passenger operations at Union Depot in May 2014. Amtrak's operations at Union Depot support the Empire Builder service between Chicago and Seattle/Portland, and includes passenger ticketing, baggage handling, VIP lounge, and office and staff break areas for two trains per day.

RCRRA and Amtrak negotiated an amendment to the Station Lease to provide an additional 774 square feet of leased space under the train deck for use for handling customer package shipments, and to provide a storage area for Amtrak's equipment. Amtrak will pay a beginning rent of \$3,006 per year. Rent will escalate at 3% per year. There is no tenant improvement allowance.

BUDGETARY IMPACT

The amendment to the lease with Amtrak will generate initial rental income of \$250.50 each month. Rent will escalate 3% each year through the remainder of the twenty year term of the lease/ Rental income for the entire period is \$75,339.34.

Revenue related to this lease amendment has been included in the 2015 Union Depot operating budget and in the RCRRA proposed 2016-2017 Union Depot operating budget. There is no tenant improvement allowance provided; Amtrak will take the additional space "as is".

COUNTY MANAGER'S COMMENTS:

Approval of the lease amendment with Amtrak will allow Amtrak to better meet the package shipment needs of its customers.

Additional rental income will be received through the remaining term of the lease agreement.

PREVIOUS ACTION:

Resolution No. R13-37: On November 12, 2013, the Ramsey County Regional Railroad Authority Board approved the Station Lease Agreement between the Ramsey County Regional Railroad Authority and National Railroad Passenger Corporation (Amtrak) for the premises to operate intercity passenger rail service to Union Depot.

Resolution No. R13-38: On November 12, 2013, the Ramsey County Regional Railroad Authority Board approved the Terminal Tracks and Platforms Operating Agreement between the Ramsey County Regional Railroad Authority and National Railroad Passenger Corporation (Amtrak) for Amtrak's use of the terminal tracks and platforms in connection with Amtrak's intercity passenger rail service to Union Depot.

ATTACHMENTS

1. Draft Resolution
2. First Amendment to Lease

Draft Resolution

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

WHEREAS, National Railroad Passenger Corporation (Amtrak) operates intercity passenger rail services at Union Depot as provided by the Station Lease Agreement and the Terminal Tracks and Platforms Operating Agreement both executed on December 16, 2013; and

WHEREAS, An amendment to the Station Lease Agreement has been negotiated between Ramsey County Regional Railroad Authority and Amtrak for the use of additional space at Union Depot for handling customer package shipments and for equipment storage relating to intercity passenger rail services; Now Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the First Amendment to the Station Lease Agreement between National Railroad Passenger Corporation (Amtrak) and the Ramsey County Regional Railroad Authority; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the First Amendment to the Station Lease Agreement.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("First Amendment") is made as of the ____ day of _____, 2015, ("Effective Date") and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the state of Minnesota ("RCRRA" or "Lessor"), and National Railroad Passenger Corporation, a corporation under the laws of the District of Columbia ("Amtrak").

RECITALS

- A. RCRRA, as Lessor, and Amtrak entered into a Station Lease Agreement dated as of December 16, 2013 (the "Lease") for the "Premises" (as defined in the Lease).
- B. RCRRA and Amtrak desire to amend the Lease to, inter alia, modify the Premises to include additional areas.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises in this First Amendment to Lease and other good and valuable consideration, RCRRA, as Lessor, and Amtrak agree as follows:

- 1. **Recitals.** The Recitals set forth above are incorporated herein.
- 2. **Amendment.** The term "Lease" shall mean the Lease as amended by this First Amendment. All capitalized terms not defined herein shall have the same meaning as in the Lease.
- 3. **Grant of Lease Premises.** Section 1 of the Lease "Grant of Lease: Premises" is amended by adding the following:
 - "c. In addition to the Ticket Area and the Lounge, the Premises shall include the following:
 - i. Package Area. The area in Lot B of Union Depot to be occupied by and leased exclusively by Amtrak to use for baggage and package handling in addition to as otherwise provided in the Lease, is shown on Exhibit A attached to the First Amendment, and made a part thereof, consists of 342 square feet, and is referred to in this Lease as the "Package Area".
 - ii. Equipment Area. The area in Lot B of Union Depot to be occupied by and leased exclusively by Amtrak for storage of baggage handling equipment, which shall consist of two (2) bays, each of which is 12 feet by 18 feet in size, is shown on Exhibit A attached to the First Amendment, and made a part thereof, and is referred to in this Lease as the "Equipment Area". The Equipment Area is located in a portion of Lot B that is separated from the parking areas of Lot B by a fence. The fenced area is not open to the general public and may be accessed only by Lessor, its employees, agents and contractors, including its property manager, and by other tenants of Union Depot and other permitted users as

established by Lessor for storage or similar uses, which may include, but shall not be limited to, the keeping of rental cars. Lessor will designate the bays available for use by Amtrak and will provide for Amtrak employees to have access using the security system RCRRA establishes for controlling access to the fenced area."

4. **Term.** Section 2 of the Lease "Term" is amended by adding the following:

- "e. With respect to the Package Area, Lessor shall deliver possession to Amtrak on or before the Effective Date to enable Amtrak to commence Amtrak's Work, as defined in Section 11 of the First Amendment.
- f. With respect to the Equipment Area, Lessor and Amtrak agree as follows:

Lessor shall deliver possession of the two (2) of the bays shown on Exhibit A attached to the First Amendment on or before the Effective Date ("Initial Bays"). Subject to availability as determined by Lessor, upon written notice from Amtrak to Lessor, Lessor shall deliver possession of either one (1) or two (2) additional bays to Amtrak ("Additional Bays") on the first day of the first calendar month that is at least thirty (30) days after the written notice from Amtrak to Lessor.
- g. The Commencement Date with respect to the Package Area, Initial Bays, and each of the Additional Bays, respectively, shall be the date RCRRA delivers possession.
- h. The Termination Date with respect to the Package Area and the Equipment Area shall be the Termination Date set forth in Section 2.a. of this Lease. The option to extend the Term for the Extension Term as Section 2.d. of this Lease shall apply to the Package Area and Equipment Area as components of the Premises.
- i. Lessor shall deliver the Package Area and Equipment Area to Amtrak in their **AS IS, WHERE IS** condition without representation or warranty of any kind as to their condition or their suitability for Amtrak's use."

5. **Rent.** Section 3 of the Lease "Rent" is amended by adding the following:

- "e. Package Area and Equipment Area Rent. In addition to all amounts due from Amtrak to Lessor as provided under Section 3 of this Lease, Amtrak shall pay the following amounts to Lessor as Rent for the leasing of the Equipment Area and Package Area ("Package Area and Equipment Area Rent").
 - (i) Package Area Rent. Rent for the Package Area shall be \$1,710.00 annually commencing on the Effective Date and shall increase by 3% each calendar year effective January 1 of each year commencing January 1, 2016. .

- (ii) Equipment Area Rent. Rent for the Equipment Area shall be calculated at the rate of \$3.00 a square foot annually for each of the 12 x 18 bays commencing on the Effective Date. The annual Rent for the Initial Bays shall be \$1,296.00 and shall increase by 3% each calendar year effective January 1 of each year commencing January 1, 2016

The annual Package Area Rent and Equipment Area Rent shall be paid in equal monthly payments in advance.

If the Commencement Dates are not the first day of a calendar month, Package Area Rent and Equipment Area Rent shall be prorated on a daily basis for the remainder of the month of the Commencement Date.

The Rent Limit set forth in Section 3.a. of the Lease does not include or apply to the Package Area Rent or Equipment Area Rent.

Amtrak shall not be obligated to pay to Lessor any Amtrak's Proportionate Share of Operating Expenses as provided in Section 3.b. of the Lease with respect to the area of the Package Area and of the Equipment Area and the areas of the Package Area and Equipment Area shall not be included within the area of the Premises used for calculating Amtrak's Proportionate Share of Operating Expenses."

6. Use. Section 4 of the Lease "Use" is amended by adding the following:

"Amtrak may use the Equipment Area only for the purpose of placing and storing baggage carts and other equipment related to passenger train boarding and de-boarding activities."

7. Utilities. Section 6 of Lease "Utilities" is amended by adding the following:

"d. Package Area Utilities. The Package Area will receive electrical power through the electrical meter that also serves the Ticket Area, as further described in Section 11 of the First Amendment to Lease. Amtrak shall pay for all electrical power provided to the Package Area as set forth in Section 6.b. of this Lease.

e. Package Area and Equipment Area HVAC and Sprinkler Changes. The Package Area and Equipment Area shall not be included in the Premises for purposes of calculating the HVAC Factor and Sprinkler Factor as set forth in Section 6.e. of this Lease."

8. Lessor's Work. Section 7 of the Lease "Lessor's Work" is amended by adding the following:

"Lessor shall not be responsible to pay or reimburse Amtrak for any of Amtrak's costs relating to moving into or preparing the Package Area or Equipment Area for Amtrak's use. Lessor has no obligation to Amtrak of any kind to make any

improvements to the Package Area or Equipment Area as a condition of Amtrak taking occupancy and the only obligation of Lessor regarding the maintenance, condition, repair and services to the Package Area and Equipment Area are as expressly set forth in Section 10 of the First Amendment to Lease."

9. **Signs.** Section 8 of the Lease "Signs" is amended by adding the following:

"The only signs Amtrak may place on or about the Package Area and Equipment Area are signs needed for security and for employee information and shall be subject to Lessor's consent, which shall not be unreasonably withheld, delayed or conditioned."

10. **Maintenance, Repair and Services.** Section 9 of the Lease "Maintenance, Repair and Services" is amended by adding the following:

"h. **Package Area and Equipment Area.** The Package Area and Equipment are located in portions of Union Depot developed for parking use and as part of the Common Areas, and Lessor's obligations for services to be furnished by Lessor, as set forth in Section 9.c. of this Lease, shall be the same as those for the remainder of Lot B. Amtrak shall keep the Package Area in neat, clean and orderly condition, and shall promptly remove and properly dispose of all trash and debris, and shall not litter or deposit refuse in the Equipment Area, and shall keep all of its equipment in each area in a neat, clean and orderly condition. "

11. **Alterations and Improvements.** Section 10 of the Lease "Alterations and Improvements" is amended by adding the following:

"h. **Amtrak's Work.** Amtrak shall, at Amtrak's sole cost and expense, make the improvements to the Package Area described on Exhibit B attached to the First Amendment ("Amtrak's Work"). Amtrak's Work includes installing electrical service and connecting that service to the sub-meter servicing the Ticket Area. Without limiting the applicability of Section 10 of this Lease to any of Amtrak's Work, Amtrak's Work shall not commence unless and until the plans are reviewed and approved by Lessor and Amtrak proceeds in accordance with Section 10.a. of this Lease. The fence installed by Amtrak shall become the property of Lessor and shall remain on and be surrendered with the Premises upon the expiration or sooner termination of this Lease."

12. **Exhibit B – Legal Description of Union Depot.** Exhibit B – Legal Description of Union Depot attached to the Lease, is incomplete and is deleted in its entirety and replaced and superseded by Exhibit C attached to the First Amendment.

13. **Ratification.** Except as modified by this First Amendment, the Lease is in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease to be effective as of the day and year first written above.

LESSOR:

Amtrak:

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

NATIONAL RAILROAD PASSENGER
CORPORATION

By: _____
Rafael E. Ortega, Chair

By: _____
Bruce Looloian
Senior Director
Real Estate Development

Date: _____

Date: _____

Approval recommended

Timothy A. Mayasich, Director

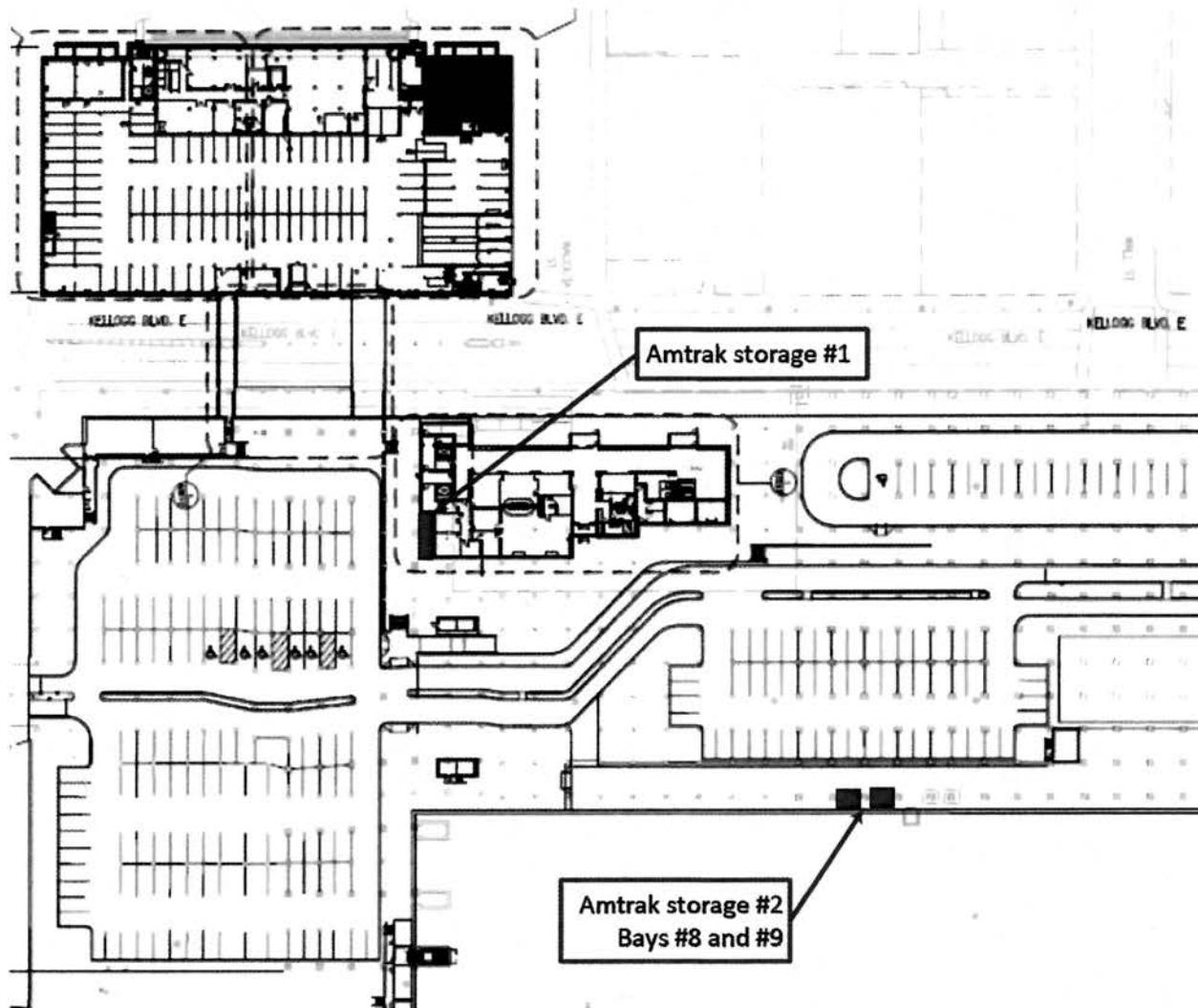
Date: _____

Approved as to form and insurance:

By: _____
Assistant Ramsey County Attorney

Date: _____

EXHIBIT A - PREMISES: Package Area (#1) and Equipment Area (#2)



Details on each storage area are provided on the following page.

EXHIBIT A - PREMISES: Package Area (#1) and Equipment Area (#2) Detail

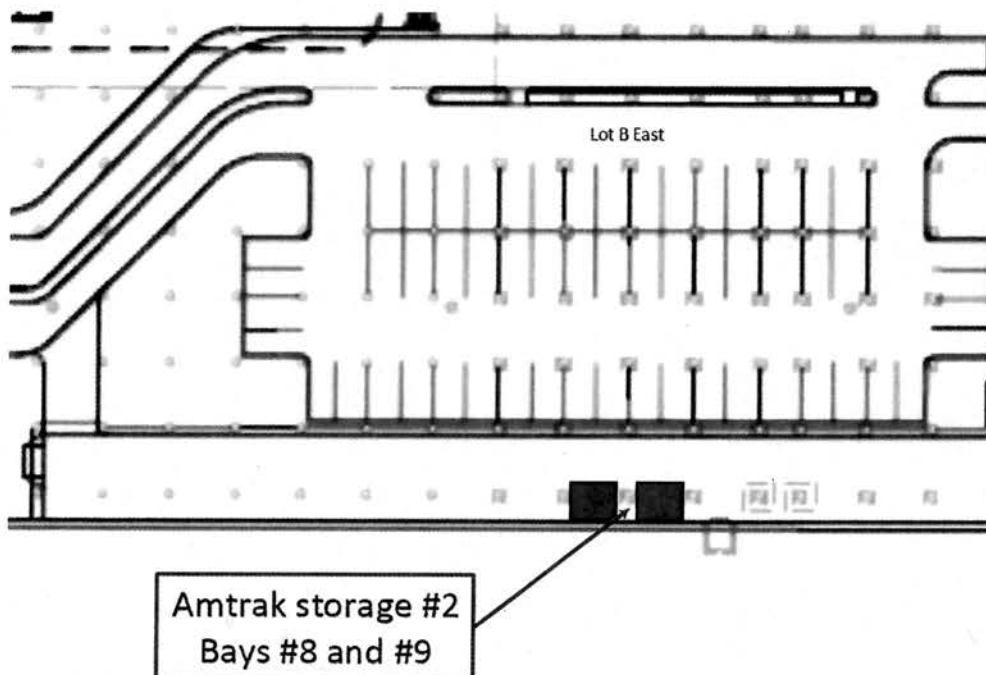
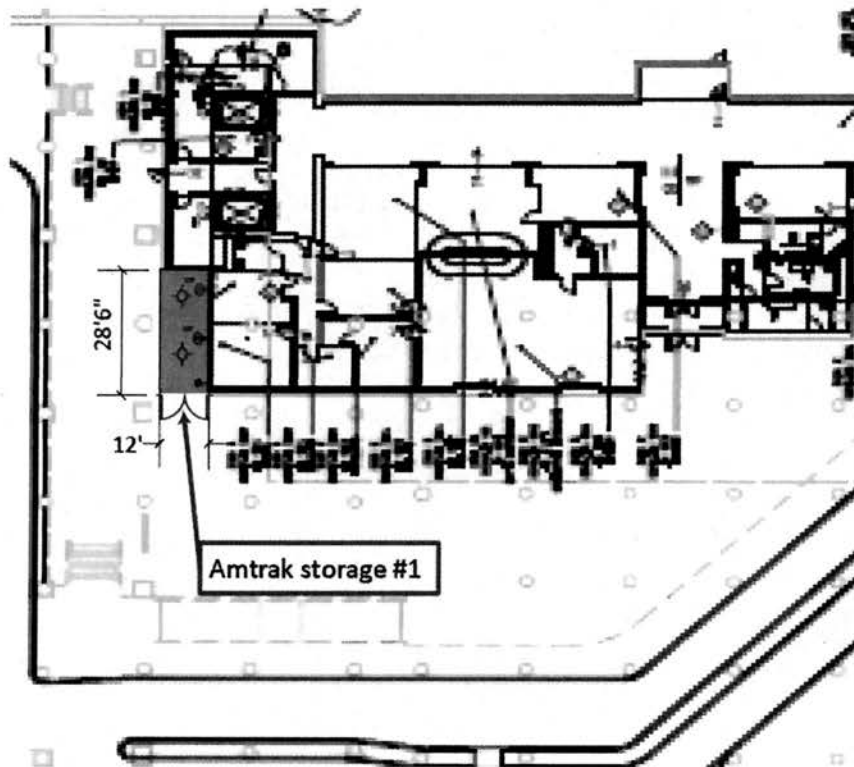


EXHIBIT B – AMTRAK’S WORK

Amtrak’s Work will be completed in and for the Package Area (Amtrak storage #1). Work to be completed includes:

Installation of a 10 foot high black vinyl or galvanized fence with screening on two sides of perimeter with a gate on the south side.

Installation of electrical service and connecting that service to the sub-meter servicing the Ticket Area. Service to include:

- Provide and install (2) 4’ Vapor-tight fixtures to be mounted to the concrete ceiling.
- Provide and install (3) 20A 120V GFI receptacles on the wall within the storage area.
- Route (2) 20A 120V circuits back to the Amtrak Baggage area electrical panel.
- Provide wall penetrations and fire caulking as required.

EXHIBIT C - LEGAL DESCRIPTION OF UNION DEPOT

Head House Parcel

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 Northwesternly 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.

Post Office Parcel

Parcel A:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including part of Block 30, City of St. Paul, and vacated Public Levee located Westerly of the West line of Sibley Street, Easterly of the East line of Jackson Street, Northerly of Line "A" as hereinafter described and Southerly of Line "B" as hereinafter described.

Line "A":

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Westerly line of Sibley Street a distance of 52.51 feet to the place of beginning of line to be described; thence on a straight line bearing South 62 degrees, 49 minutes, 05 seconds West to intersection with the Easterly line of Jackson Street.

Line "B":

Beginning at the Northeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Easterly line of Lot 12, Block 30, City of St. Paul, a distance of 50.12 feet to the place of beginning of line to be described; thence on a straight line bearing South 37 degrees, 04 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 38 degrees, 51 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 40 degrees, 39 minutes, 22 seconds West a distance of 44 feet; thence on a straight line bearing South 43 degrees, 34 minutes, 52 seconds West a distance of 22 feet; thence on a straight line bearing South 49 degrees, 41 minutes, 52 seconds West a distance of 68.24 feet, more or less, to intersection with the Easterly line of Jackson Street. Except Second Street.

Parcel B:

All that part of Second Street lying Westerly of the Westerly right-of-way line of Sibley Street and Easterly of the Easterly right-of-way line of Jackson Street, subject to easement for Second Street as contained in Document Number 1654959.

Parcel C:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including all of Blocks 3 and 4 of Hopkins Addition to St. Paul, all of Block 29 of the City of St. Paul, vacated streets, alleys and Public Levee, contained within the following described boundaries:

Beginning at the Southwesterly corner of Block 29 of the City of St. Paul; thence on a straight line with an assumed bearing of North 34 degrees, 36 minutes West along the Southwesterly line of said Block 29 to the Northwest corner of said Block 29; thence continue on said last described line bearing North 34 degrees, 36 minutes West for a distance of 7.37 feet to the Southeasterly line of Kellogg Boulevard being the place of beginning of tract of land to be described; thence on a straight line bearing South 10 degrees, 39 minutes, 55 seconds West for a distance of 42.26 feet to the West line of the East 30 feet of Sibley Street; thence on a straight line bearing South 34 degrees, 36 minutes East along said West line of the East 30 feet of Sibley Street for a distance of 362.37 feet to the Northerly line of the Union Pacific Railroad Company right of way; thence on a straight line bearing North 62 degrees, 49 minutes, 05 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 561.32 feet; thence continuing along said Northerly line of Union Pacific Railroad Company right of way on a tangential curve concave to the Northwest with a delta angle of 7 degrees, 09 minutes, 10 seconds and a radius of 928.37 feet for a distance of 115.90 feet; thence on a straight line bearing North 55 degrees 39 minutes 55 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 294.38 feet to the Easterly line of vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said Easterly line of vacated Broadway Street for a distance of 406.37 feet; thence on a straight line bearing South 77 degrees, 7 minutes, 25 seconds West for a distance of 42.91 feet to the centerline of said vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said centerline of vacated Broadway Street for a distance of 47.30 feet to said Southeasterly line of Kellogg Boulevard; thence on a straight line bearing South 55 degrees 39 minutes 55 seconds West along said Southeasterly line of Kellogg Boulevard for a distance of 900.66 feet to the place of beginning of tract to be described.

Parcel D:

That part of vacated Broadway Street lying Southerly of the Southeasterly line of Kellogg Boulevard (East Third Street), City of St. Paul, Ramsey County, Minnesota, described as follows:

Beginning at the intersection of the Southeasterly line of Kellogg Boulevard (East Third Street) and the Northeasterly line of Broadway Street; thence on a straight line with assumed bearing South 34 degrees, 05 minutes, 48 seconds East along the Northeasterly line of Broadway Street vacated a distance of 58.00 feet; thence on a straight line bearing South 77 degrees, 07 minutes, 25 seconds West a distance of 42.91 feet to intersection with the centerline of Broadway Street vacated; thence on a straight line along the centerline of Broadway Street vacated bearing North 34 degrees, 05 minutes, 48 seconds West a distance of 42.3 feet; thence Northeasterly along the Southeasterly line of Kellogg Boulevard (East Third Street) a distance of 40 feet more or less, to the place of beginning of tract of land to be described.

Together with

Parcel E:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 24.00 feet in width and lying 12.00 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 207.31 feet to the point of beginning of the line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58.00 feet, to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel F:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 14 feet in width and lying 7 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes, 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 117.31 feet to the point of beginning of line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58 feet to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel G:

An easement for bridge purposes over and across that part of Sibley Street described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29, a distance of 7.37 feet; thence South 10°39'55" West a distance of 42.26 feet; thence South 34°36'00" East a distance of 198.14 feet to the point of beginning of the land to be described; thence continuing South 34°36'00" East a distance of 164.23 feet; thence South 62°49'05" West a distance of 81.26 feet to the Southwesterly line of Sibley Street; thence North 34°24'38" West along said Southwesterly line of Sibley Street, a distance of 125.06 feet; thence North 35°43'04" East a distance of 85.14 feet to the point of beginning.

And also together with

Parcel H:

An easement for bridge purposes over and across that part of Second Street lying between Sibley Street and Jackson Street and lying Southeasterly of a line described as:

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on an assumed bearing of North 34 degrees 57 minutes 06 seconds West along the Easterly line of said Lot 12 a distance of 72.52 feet to the point of beginning of the line to be described; thence South 35 degrees 11 minutes 41 seconds West a distance of 80.43 feet; thence Southwesterly along a tangential curve concave to the Northwest having a radius of 760.99 feet, a central angle of 13 degrees 42 minutes 54 seconds for a distance of 182.16 feet to the Easterly line of said Jackson Street and said line there terminating.

Parcel I:

An 80.5 foot wide aerial easement for skyway purposes over and above that part of Sibley Street right-of-way, the centerline of which is described as follows:

Commencing at the northwesterly corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees 36 minutes 00 seconds West, an assumed bearing, along the northwesterly extension of the southwesterly line of said Lot 29, a distance of 7.37 feet; thence South 10 degrees 39 minutes 55 seconds West, 42.26 feet; thence South 34 degrees 36 minutes 00 seconds East 126.34 feet to the point of beginning of the following described center line; thence South 55 degrees 15 minutes 57 seconds West 79.84 feet to the westerly right-of-way of said Sibley Street and there terminating. Sidelines of said skyway easement are prolonged or shortened to terminate at the easterly and westerly right-of-way of said Sibley Street.

The bottom plane of the vertical space contained within said easement shall be 726.00 feet (based on the NVGD 1929 data, City of St. Paul, Bench mark location northeastern corner of Second Street and Jackson Street, top nut hydrant elevation is 708.20 feet) on the easterly

right-of-way line and 728.00 feet at the western right-of-way line of said Sibley Street; and a top plane elevation of the vertical plane of said easement shall be 32.00 feet above said elevations cited for the bottom plane, pursuant to Encroachment Permit Document Number 3832061.

Together with

Parcel J:

Bridge Easement and Air Rights over and across that part of Kellogg Boulevard described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southeasterly line of Block 29 a distance of 7.37 feet; thence North 55°39'55" East along the Southeasterly line of Kellogg Boulevard a distance of 139.15 feet; thence North 34°20'05" East a distance of 58.00 feet to the Northwesterly line of Kellogg Boulevard; thence North 55°39'55" East along said Northeasterly line of Kellogg Boulevard, a distance of 132.25 feet; thence South 34°20'05" East a distance of 58.00 feet, to said Southeasterly line of Kellogg Boulevard; thence South 55°39'55" West along said Southeasterly line of Kellogg Boulevard, a distance of 132.25 feet to the point of beginning, as established in Document Number 1962508.

HRA Parcel

SUBJECT TO CONSECO ROADWAY EASEMENT RESERVATION

All that part of Blocks 72, 73, 75, 76, 77, 78, 79, 80, 84 and 85, Kittson's Addition, The levee, Kellogg Boulevard, First Street (formerly Conway Street), Water Street, Kittson Street, Neill Street, Willius Street, Locust Street, John Street, Olive Street and Pine Street as opened, not opened or vacated, all in the Southwest Quarter of Section 32, Township 29, Range 22, and the Northwest Quarter of Section 5, Township 28, Range 22, Ramsey County, Minnesota described as follows:

Beginning at a point on the northeasterly line of vacated Broadway Street and its extension southeasterly which bears South 34 degrees 28 minutes 05 seconds East on an assumed bearing a distance of 454.85 feet from the intersection of said northeasterly line of vacated Broadway Street and the southeasterly line of Kellogg Boulevard, said point being on a line approximately 25 feet northwesterly or westerly of the most northwesterly rail of the trackage to the southeast, and said line is hereinafter known as Line B; thence North 55 degrees 17 minutes 42 seconds East along said Line B a distance of 338.58 feet; thence northeasterly along said Line B along a curve concave to the southeast having a radius of 5824.29 feet and a central angle of 1 degree 56 minutes 11 seconds a distance of 196.83 feet; thence North 57 degrees 13 minutes 53 seconds East along said Line B a distance of 103.76 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 6066.68 feet and a central angle of 1 degree 55 minutes 16 seconds a distance of 203.41 feet; thence North 55 degrees 18 minutes 37 seconds East along said Line B a distance of 606.41 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 586.31 feet and a central angle of 71 degrees

08 minutes 30 seconds a distance of 727.99 feet; thence North 11 degrees 26 minutes 12 seconds West along said Line B a distance of 112.08 feet to its intersection with the centerline of Kellogg Boulevard; thence South 55 degrees 40 minutes 57 seconds West along said centerline of Kellogg Boulevard a distance of 44.14 feet to the point of beginning of Line A, the southeasterly line of that property described in Document Numbers 2263023 and 2313361; thence southerly along said Line A along a non-tangential curve concave to the West having a radius of 622.44 feet and a central angle of 31 degrees 02 minutes 10 seconds, chord bearing South 2 degrees 14 minutes 37 seconds West, chord of 333.06 feet, a distance of 337.17 feet to a point of compound curve; thence southwesterly along said Line A along a curve concave to the northwest having a radius of 398.86 feet and a central angle of 37 degrees 33 minutes 02 seconds a distance of 261.40 feet; thence South 55 degrees 18 minutes 45 seconds West along said Line A a distance of 348.92 feet; thence southwesterly along said Line A along a tangential curve concave to the northwest having a radius of 946.37 feet and a central angle of 7 degrees 09 minutes 11 seconds a distance of 118.15 feet; thence South 62 degrees 27 minutes 51 seconds West along said Line A a distance of 379.75 feet; thence South 69 degrees 37 minutes 02 seconds West along said Line A a distance of 480.15 feet; thence South 76 degrees 46 minutes 12 seconds West along said Line A a distance of 284.84 feet to the point of termination of said Line A on the northeasterly line of vacated Broadway Street, said point bearing South 34 degrees 28 minutes 05 seconds East a distance of 57.74 feet from the intersection of the southeasterly line of Kellogg Boulevard and the northeasterly line of vacated Broadway Street; thence South 34 degrees 28 minutes 05 seconds East along said northeasterly line of vacated Broadway Street and its extension southeasterly a distance of 397.11 feet to the point of beginning.

Together with the appurtenant easements contained in that certain Easement dated September 17, 1984, filed November 26, 1991, as Document No. 2625628 and together with the appurtenant easements contained in that certain Easement dated April 8, 1977, filed April 15, 1977, as Document No. 1962511 and together with the appurtenant easement contained in that certain Quit Claim Deed dated April 14, 1977, filed April 15, 1977, as Document No. 1962508.

(PIN NO. 32-29-22-34-0018)

Surface Lot Parcel

Parcel 1 - West Parcel (Not Bond Financed Property):

Parcel 1- West Parcel

All that part of Blocks 61, 62, 63, 70, 71, 76, 77, 78, 79, 80, Kittson's Addition, vacated alley in said Block 70, and vacated Pine Street, Olive Street, John Street, Locust Street, and Water Street, lying within the following described line:

Commencing in the Northeasterly line of Block Four (4) Hopkins Addition which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes East along the Southerly line of vacated Broadway Street (being the Southerly line of vacated Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East for 42.91 feet to the point of beginning of the lines to be herein described; thence continuing North 77 degrees 07 minutes 25 seconds East 284.86 feet; thence North 69 degrees 58 minutes 15 seconds East for 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle of 0 degrees 50 minutes 53 seconds, long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East; thence North 34 degrees 07 minutes 49 seconds West 313.34 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 318.60 feet; thence continuing along said Southeasterly line South 56 degrees 44 minutes 08 seconds West 803.51 feet to the northeasterly line of vacated Broadway Street; thence South 34 degrees 05 minutes 48 seconds East along said Northeasterly line 57.71 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

(PIN NO. 32-29-22-33-0360)

Parcel 2 - East Parcel

All that part of Blocks 68, 69, 70, 72, 73, 76 and 84, Kittson's Addition, Lots 1, 2, 3 and 4, Ewing and Chutes Subdivision of Lot 5 of said Block 69, vacated alleys in said Blocks 68, 69, 70 and vacated Willius Street (College Street), Neill Street, Kittson Street, First Street and Water Street lying within the following described lines:

Commencing in the Northeasterly line of Block 4, Hopkins Addition, which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes 00 seconds East along the Southerly line of vacated Broadway Street (being the Southerly line of Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East 327.77 feet; thence North 69 degrees 58 minutes 15 seconds East 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle 0 degrees 50 minutes 53 seconds, a long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East to the point of beginning of the lines to be herein described; thence continuing along a curve to the left 104.14 feet, delta angle of 6 degrees 18 minutes 17 seconds, a long chord of 104.08 feet bears North 58 degrees 49 minutes 04 seconds East for 348.92 feet; thence along a curve to the left having a radius of 398.86 feet, to which the last described course is tangent, 261.40 feet, delta angle of 37 degrees 32 minutes 59 seconds, a long chord of 256.75 feet bears North 36 degrees 53 minutes 25 seconds East to a point of

compound curve; thence Northerly along a curve to the left having a radius of 622.44 feet, delta angle of 27 degrees 44 minutes 23 seconds, a long chord of 298.42 feet bears North 4 degrees 14 minutes 42 seconds East a distance of 301.35 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 880.92 feet; thence South 34 degrees 07 minutes 49 seconds East 313.34 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Abstract Property.

(PIN NO. 32-29-22-34-0011)

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-21

Committee: Regional Railroad Authority

Meeting Date: 8/18/2015

SUBJECT**Lease Agreement with National Railroad Passenger Corporation (Amtrak)****REQUESTED ACTION**

- 1) Approve a lease between National Railroad Passenger Corporation (Amtrak), 30th Street Station, 5th Floor South, Philadelphia, PA, 19104, and the Ramsey County Regional Railroad Authority for 660 square feet of office space at Union Depot effective on or about October 1, 2015 at a rate of \$9,900 per year with 3% annual increases each lease year for ten years, a total of \$116,045.98 over the term of the ten year lease agreement, and including one ten-year extension term with 3% annual increases.
- 2) Authorize the Chair to execute the lease agreement.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) renovated Union Depot into a multi-modal transit and transportation hub. The renovation includes office spaces as well as space for passengers and providers of transportation services. National Railroad Passenger Corporation (Amtrak), a provider of intercity passenger rail services, wishes to lease office space at Union Depot to house district office staff starting in October, 2015.

RCRRA and Amtrak negotiated a lease to provide 660 square feet of office space for use as an Amtrak district office. Amtrak will pay a beginning rent of \$9,900 a year (\$15 per square foot). Rent will escalate at 3% per year. The rate structure is consistent with market rates for class "B" buildings in downtown St. Paul. RCRRA will complete work in the space, to be reimbursed by Amtrak over the term of the lease, in an amount of \$39,997. One ten year extension term is included in the lease.

BUDGETARY IMPACT

The lease with Amtrak will generate initial rental income of \$9,900 a year. Rent will escalate 3% each year through the term of the ten year lease. Rental income for the entire period is \$116,045.98.

Revenue related to this lease has been included in the 2015 Union Depot operating budget and in the RCRRA proposed 2016-2017 Union Depot operating budget. RCRRA will complete work in the space and be reimbursed over the term of the lease in the amount of \$39,997 as Additional Rent. Expenditures for this work are included in the 2015 Union Depot operating budget.

COUNTY MANAGER'S COMMENTS:

Approval of the lease with Amtrak will allow Amtrak to house district office staff at Union Depot in support of the station staff for the current train operations.

Rental income will be received through the ten year term of the lease.

PREVIOUS ACTION:

None.

ATTACHMENTS

1. Draft Resolution
2. Lease Agreement

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union Depot Multi-Modal Transportation Hub to serve all transportation modes, including intercity passenger trains, as well as events and office tenants; and

WHEREAS, National Railroad Passenger Corporation (Amtrak) operates intercity passenger rail services and desires to lease space at Union Depot; and

WHEREAS, A Lease has been negotiated between Ramsey County Regional Railroad Authority and National Railroad Passenger Corporation (Amtrak) for the use of office space at Union Depot to support Amtrak's intercity passenger rail services; Now Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Lease between National Railroad Passenger Corporation (Amtrak) and the Ramsey County Regional Railroad Authority; and Be It Further

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

LEASE AGREEMENT

UNION DEPOT

SAINT PAUL, MN

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY,

AS LANDLORD

AND

NATIONAL RAILROAD PASSENGER CORPORATION,

AS TENANT

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LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of _____, 2015 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 National Railroad Passenger Corporation, a corporation organized under the former Rail Passenger Service Act of 1970 and the laws of the District of Columbia ("AMTRAK" or "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 (as defined in Section I (a)) 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 10, Union Depot, 214 4th Street East, Saint Paul, MN 55101. The Premises consists of 660 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 5 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) "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.
- (h) "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, are as follows:

Period	Base Rent per Square Foot (Annual)	Monthly Base Rent (Each Calendar Month)	Annual Base Rent (Base Rent per Lease Year)
10/1/2015 - 9/30/2016	\$15.00	\$825.00	\$9,900.00

The Base Rent for the period of 10/1/2015 - 9/30/2016 shall be adjusted annually to increase by 3% each Lease Year, with the adjustment to take place on the first day of each Lease Year commencing the first day of the second Lease Year and continuing thereafter annually through the termination of this Lease. Base Rent shall be adjusted to increase by 3% on the first day of the Extension Term (as defined in clause (j) below) and to increase by 3% on the first day of each Lease Year thereafter through the termination of the Extension Term.

- (i) "Commencement Date": October 1, 2015, and as further provided in Section 2.2 of this Lease.
- (j) "Extension Term": Tenant shall have the option to extend the Term of this Lease for one (1) additional ten (10) year term ("Extension Term"), as further provided in Section 1.4 of this Lease, by providing written notice to Landlord no fewer than 180 days before the expiration of the Initial Term. Rent during the Extension Term shall be as provided in the Data Sheet of this Lease, and all other items of Rent shall be determined in the same manner as during the Initial Term.
- (k) "Landlord's Work": The improvements to the Premises to be completed by Landlord to improve the Premises for Tenant's Use as shown on attached hereto as Exhibit C (the "Plans") and as provided in Section 2 below.
- (l) "Termination Date": September 30, 2025, except as adjusted as provided in Section 2.2 below or if the Lease is extended.
- (m) "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 Plans
- Exhibit D - Form of Ratification Agreement
- Exhibit E - Landlord Rules and Regulations

- (n) "Term" or "Lease Term": The term of this Lease ("Term" or "Lease 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, or by extension of the Lease. The words "Initial Term" shall mean and refer to the first ten (10) years of the Term regardless of any extension of this Lease. Upon the effective date of any extension of this Lease, the words "Lease Term" or "Term" shall mean the Term as extended by the Extension Term and the Termination Date shall become the last day of the Extension Term, unless the Lease is terminated sooner as provided in this Lease.
- (o) Tenant's Address for Notice:

AMTRAK
30th Street Station, 5th Floor South
Philadelphia, PA 19104
Attn: Assistant Vice President Real Estate Development

- (p) Landlord's Address for Notice:

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

With a copy to:

Jones Lang LaSalle Americas, Inc.
Union Depot, Suite 300
214 4th Street East
St. Paul, MN 55101
Attn: General Manager

(q) Rent Payment Address:

Ramsey County Regional Railroad Authority
c/o Jones Lang LaSalle Americas, Inc.
Union Depot, Suite 300
214 4th Street East
St. Paul, MN 55101
Attn: General Manager

- (r) "Tenant's Use": Tenant shall use the Premises for general office.
- (s) "Security Deposit": None.
- (t) "Lease Year": Each twelve (12) month time period commencing on the Commencement Date, except as the first Lease Year may be adjusted as provided in Section 2.2 below.
- (u) "Station Lease": The term "Station Lease" means the Station Lease Agreement dated as of December 16, 2013 by and between Landlord, as Lessor, and Tenant, as "AMTRAK", with respect to space in the Kellogg Building of Union Depot consisting of 2,866 leasable square feet and referred to as the "Ticket Area" and space in the waiting room of Union Depot consisting of 934 leasable square feet and referred to as the "Lounge".

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 E.

1.2. Station Lease. This Lease is the lease agreement of Landlord and Tenant with respect only to the leasing of the Premises described in the Data Sheet and is independent of the Station Lease and Tenant's use and occupancy of the Ticket Area and Lounge pursuant to the terms and conditions of the Station Lease. The term "Station Lease" also means and includes the Terminal Tracks and Platforms Operating Agreement for Union Depot, St. Paul, dated November 29, 2013 by and between AMTRAK and Landlord, as "RCRRA". For the purposes of this Lease, any rights of AMTRAK under the Station Lease are independent of Tenant's rights hereunder, and this Section 1.2 shall apply to each and every term and condition of this Lease unless expressly and specifically stated otherwise.

1.3 Term. The Term (or "Lease Term") of this Lease shall be as set forth above in clause (n) of 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 as may be extended as provided in Section 1.4), and except if this Lease is sooner terminated as provided in Section 2.2 below, or otherwise terminated by Amtrak for railroad purposes by providing Landlord with one hundred eighty (180) days prior written notice of such termination.

1.4 Extension Term. Tenant shall have the right to extend the Term by one (1) ten year period, the "Extension Term", by giving written notice to landlord no fewer than 180 days before the Termination Date of the Initial Term. Tenant's notice shall not be effective to extend the Term if Tenant is in default as of the date of the notice or on the Termination Date of the Initial Term, unless Landlord agrees otherwise in writing on or prior to the Termination Date. Base Rent during the Extension Term shall be as stated in clause (j) of the Data Sheet of this Lease, all other items of Rent shall be determined in the same manner as during the Initial Term and all other terms and conditions during the Extension Term shall be the same as stated in this Lease.

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 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 clause (i) of 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 force majeure, (as provided in Section 26.6 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 Date occur on other than the first day of a calendar month, then in that event solely for the purposes of computing the Term, the Commencement Date (and the first day of the first Lease Year for purposes of adjusting Base Rent) shall become and be the first day of the first full calendar month following the date when Tenant's rental obligation commences, 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 takes occupancy of the Premises to conduct Tenant's Use, and (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, 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 (except as provided in Section 2.4 below), 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 C 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 C 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 "Landlord's Work". Landlord and Tenant agree that the amount of the cost of the Landlord's Work that shall be reimbursed by Tenant to Landlord as Additional Rent shall be \$39,997 ("Reimbursable Cost"), and that the reimbursement shall be made in one hundred twenty (120) equal monthly payments which shall consist of the unpaid Reimbursable Cost together with interest calculated at the rate of 3.5 percent per annum and which shall be \$395.51 each ("Monthly Reimbursement") until the Reimbursable Cost and all accrued interest is paid in full. Landlord shall be responsible for completing the Landlord's Work 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 Early Access. If desired by Tenant, Landlord will allow Tenant access to the Premises at least sixty (60) days before the anticipated Commencement Date to enable Tenant to install data and telecommunications lines and equipment, provided, however that Tenant shall not interfere with the completion of the Landlord's Work, and shall promptly repair any damages to the Premises of any of Union Depot by Tenant, or its contractors or agents.

2.5 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, Rent Commencement Date and the 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 D ("Ratification Agreement").

SECTION 3 - RENT

3.1. Base Rent. In consideration of the leasing of the Premises and provided Landlord complies with its obligations under this Lease, Tenant agrees to pay to Landlord without setoff, deduction or demand, unless specifically provided for herein, at the address set forth in clause (q) of 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 and any other amounts that may be due from Tenant to Landlord in accordance with this Lease. Additional Rent each month of the Initial Term of the Lease shall include the Monthly Reimbursement.

3.3 Tenant's Taxes. Tenant shall pay, prior to delinquency, all personal property taxes, if any, assessed or levied upon its 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 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 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 as Additional Rent the amount set forth in the notice as Tenant's Taxes to the extent that Tenant is not exempt from such Tenant's Taxes. Tenant represents that pursuant to 49 U.S.C. § 24301(1), Tenant is exempt, to the same extent the federal government is exempt, from all state and local taxes, surcharges, and fees.

3.4 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.

3.5 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.

3.6 Rent During the Extension Term. 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 provided in clause (h) of the Data Sheet of this Lease.

3.7 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 3.7 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 taxes assessed with respect to, or as a result of, Tenant's occupancy of the Premises (as leased public property, and which are located in Union Depot, which is otherwise exempt from ad valorem real estate taxes), and rental taxes (if any) on rentals levied during the Term hereof upon the rentals from the Premises.

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 designated 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, and minimum parking facilities as required by governmental authorities having jurisdiction, shall not be substantially or materially impaired. The rights of Landlord under any of this Section 5 shall not impair Tenant's rights under the Station Lease with respect to the Common Areas.

5.2 Use of the Common Areas. Landlord grants to Tenant, and its employees at, and invitees to, the Premises 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 with regard to use of the Common Areas. The initial Rules and Regulations are attached to this Lease as Exhibit E.

5.3 Landlord to Manage and Operate the Common Areas. Landlord shall 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 with respect to the office use at the Premises. 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 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. Tenant acknowledges and agrees that Landlord has developed Union Depot as a multi-modal transportation hub and activity center and that Union Depot will be used for transportation purposes and for events and other activities, including public and private events and also restaurant, entertainment and other retail and similar activities without limitation as determined by Landlord, and that Union Depot is subject to easements, agreements for access and use and similar arrangements already established and to be established (individually and collectively, "Union Depot Use"). This Lease is expressly subject to Landlord's rights to have the Union Depot Use and Tenant agrees and acknowledges that the Union Depot Use is consistent with the reasonable use of Union Depot and shall not be deemed, construed or interpreted as interfering with Tenant's Use or Tenant's rights hereunder with respect to the Premises or the Common Areas.

SECTION 6 - USE

6.1 Use. The Premises may be used by Tenant as office space for Tenant's intercity passenger rail business. 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 use of the Premises at all times in good faith, in accordance with the terms of this Lease. Tenant shall promptly comply with all laws, ordinances and regulations affecting the Premises or Tenant's use thereof and insurance company requirements affecting the cleanliness, safety, use and occupation of the Premises provided that Landlord has notified Tenant in writing of such insurance company requirements, and including (i) the Americans With Disabilities Act (ADA) as amended or supplemented from time to time, solely as it relates to Tenants Work, and (ii) all applicable 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 no modifications of the Rules and Regulations as attached to this Lease shall 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.

6.2 Prohibited Uses. Tenant shall not, 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 at the Premises 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; where loading and delivery facilities are provided, use entrances for delivery or pick-up of merchandise or supplies to or from the Premises.

6.3 Right to Exclude. Subject to the rights of Tenant and its passengers under the Station Lease, 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 during customary business office hours and at all additional times as Tenant deems beneficial and desirable for its business. The business hours for the provision of services to the Premises by Landlord and to Union Depot by Landlord pursuant to the requirements of this Lease (but not with respect to the Station Lease) shall be 7:00 a.m. to 9:00 p.m. Monday through Friday and from 8:00 a.m. to 6:00 p.m. Saturdays and Sundays, official holidays as recognized by Landlord as a political subdivision of the State of Minnesota excepted ("Operating Hours").

SECTION 7 – UTILITIES AND SERVICES

7.1 Tenant's Obligations. Tenant shall pay for all telephone and data communications services that Tenant arranges to service the Premises, commencing, as applicable, 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 Landlord's Services. Landlord will provide janitorial service in Union Depot and to the Premises, the cost of such services provided to the Premises at Tenant's request and the cost will be charged to Tenant as Additional Rent, and also agrees to furnish, at Landlord's expense, heat during the usual heating season and air conditioning during the usual air conditioning season, all during the Operating Hours as defined in Section 6.4 of this Lease, and will provide water and sanitary sewer service to Union Depot for the Common Areas, including the rest rooms of Union Depot, during the Operating Hours and as reasonably determined by Landlord as consistent with the use of Union Depot as a multi-modal transportation hub.

7.3 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 Landlord's expense. Landlord shall, at all times, have access to these 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 data and telecommunication lines exclusively serving the Premises, provided that Tenant may remove such lines in its sole discretion.

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 by installation or removal of furniture, fixtures, equipment, devices or other property of Tenant, its agents, contractors, or employees, with respect to the Premises 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. If, following reasonable notice by Landlord, Tenant fails to timely complete the repair, restoration or replacement. Landlord may enter upon the Premises and complete the repair, restoration or replacement at Tenant's sole cost and expense. 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, 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 not cause any waste of, or 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.

9.2. Alterations. Subject to and except as provided in Section 2 above of this Lease with respect to the Landlord's 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 by Tenant, (the "Tenant's 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 Tenant Work to the Premises. All Tenant Work done shall be done in such a manner as to avoid labor disputes. Tenant shall pay the cost of all such Tenant Work, and also the cost of painting, restoring, or repairing the Premises and the Union Depot occasioned by such Tenant Work. Upon completion of the Tenant 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 Tenant Work shall comply with all insurance requirements and all applicable 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 Tenant Work. Tenant shall not be allowed, without Landlord's reasonable approval, to perform such Tenant 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 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, dispute the lien or 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 Tenant Work, or require Tenant to furnish such bonds or other security satisfaction of such Tenant 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 any and all Tenant Work, 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 solely with regard to any Tenant Work.

9.4 Signs. Landlord will provide a suite number sign at the Premises consistent in size and design with Landlord's sign plan for Union Depot. 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.

SECTION 10 - RELEASES AND INDEMNITY

10.1 Tenant's Indemnification. Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct negligence or willful misconduct of Tenant, its employees or agents, in connection with this Lease, Tenant's failure to comply with any of its obligations contained in this Lease, or arising out of Tenant's use of the Premises, except for any loss or damage or portion of loss or damage that is caused by the sole and direct negligence or willful misconduct of Landlord. Tenant shall cover its indemnity obligations hereto under its corporate-wide self-insurance program.

10.2 Landlord's Indemnification. Landlord shall indemnify, defend and hold harmless Tenant, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct negligence, or willful misconduct of Landlord its officers, officials, employees or agents in connection with this Lease, or Landlord's failure to comply with any of its obligations contained in this Lease, or with respect to the Premises arising out of Landlord's ownership of Union Depot, except for any loss or damage or portion of loss or damage that is caused by the sole and direct negligence or willful misconduct of Tenant.

10.3 Waiver and Release. Landlord and Tenant hereby waive and release the other from all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any personal injuries or property loss or damage that may occur to the Premises or Union Depot or any property of such party by reason of fire, the elements or any other cause which; (a) is covered by the injured party's insurance or self-insurance program; or (b) would have been covered by the insurance the injured party is required to carry under this Lease, regardless of cause or origin, including the negligence of the other party hereto, its officers, officials, employees, or agents, and covenants that each policy of insurance it shall obtain as required by this Lease or insurance program of self-funded insurance shall permit such releases of liability and include a waiver of subrogation clause as to Landlord and Tenant.

SECTION 11 – INSURANCE

With respect to the Premises and the Lease only the following apply:

11.1 Landlord's Casualty Insurance. Landlord shall, 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), including the Landlord's Work as defined in Section 2.3 and Exhibit C, 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, 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 maintain such insurance or self-insurance, and shall cause its contractors and subcontractors to 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 contractor or 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, or may certify to Landlord that Tenant has in place a program of self-insurance consistent with the requirements of this Section 11.3.

(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, including losses falling within Tenant's deductible or self-insured retention. 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, Landlord's property manager (currently Jones Lang LaSalle Americas, Inc.) 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) Employee Injury Insurance
- i. Insurance in compliance with the Federal Employers Liability Insurance Act (FELA) or State of Minnesota workers compensation laws as applicable.
- (e) 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.
- (f) Tenant shall provide a statement or certificate of self-insurance consistent with the requirements of this Section 11.3 prior to taking possession of the Premises and shall certify to Landlord from time to time that Tenant has in place a program of self-insurance consistent with the requirements of this Section 11.3, or shall in the alternative provide an appropriate certificate of insurance.
- (g) Nothing in this Lease shall constitute a waiver by Landlord or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.
- (h) Tenant may self-insure to comply with the insurance requirements of this Section 11.3.

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.

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 rail 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, 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 from the date of such casualty event until the Premises or equivalent space is delivered to Tenant in such condition that Tenant may resume its office use of the Premises.

12.2 Partial Damage to Union Depot. If the Premises are substantially destroyed or rendered wholly untenantable 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 rail service, Landlord shall promptly restore the Premises at Landlord's expense and Rent from the date of such partial destruction 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 tenantable 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 as to the area of the Premises that is rendered untenantable. 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.

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 by any governmental entity other than a government entity under the effective control of Landlord or under common control with Landlord, 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 by any governmental entity that is controlled by Landlord or under common control with Landlord, 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 grant occupancy by any other party 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 company, 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.

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 after two (2) days' notice during all business hours for the purpose of inspecting the same or of making repairs, additions or alterations thereto or to Union Depot. At any time 180 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 and show the Premises to prospective tenants and purchasers. 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) Tenant shall not have operated the Premises in the manner provided in Section 6 above of this Lease for more than six (6) consecutive months.

16.2 Right of Landlord to Terminate the Lease. If an Event of Default shall have occurred and be continuing, Landlord, at its sole option, by written notice to Tenant may, 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 other lawful means, 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, if this Lease has not 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, 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 obligations shall survive any such termination or Repossession. In the event of any such termination or Repossession as a result of Tenant Default, whether or not the Premises shall have been re-let, Tenant shall pay to Landlord the Rent (including without limitation any amount of the Reimbursable Cost not previously paid by Tenant) 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 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.

16.7 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.

16.8 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 due to Tenant under this Lease 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.

SECTION 18 - SUBORDINATION

18.1 Subordination. Tenant agrees that this Lease shall be subordinate to any mortgages that may be 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. 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, Tenant shall affirm 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 Tenants Addresses for Notice set forth in Section (o) of the Data Sheet or 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 Landlord's Address for Notice 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 if, to the best of Tenant's actual knowledge, all such statements and matters are true and accurate. 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 – RELATIONSHIP OF 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 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 23 – DATA AND AUDIT

23.1 Data Practices. If applicable to Tenant, data collected, created, received, maintained or disseminated for any purpose in the course of Tenant's performance of its obligations to Landlord under this Lease are governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 ("Statute"). Landlord shall provide Tenant with a copy of the Statute and any revision or regulations applying thereto. If Tenant is subject to the Statute with respect to this Lease, Tenant shall then 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.

23.2 Audit.

a. Tenant, its Office of Inspector General or the Federal Railroad Administration, their respective agents, designees and accountants shall have the right at any time or from time to time for up to six (6) years after this Lease is terminated and final payments of all sums due hereunder are made, and after advance notice to Landlord, to make any examination, inspection or audit of Landlord's books and records which relate in any way to the Premises, this Lease, or to any payments of any sums of money due or paid pursuant to this Lease or the Premises. If it is determined that any amount Tenant paid to Landlord as Rent or any other amount due from Tenant to Landlord pursuant to this Lease have, in error, been underpaid or overpaid, then (1) the party that has been underpaid shall be reimbursed the amount of such underpayment by the other party; or 2) the party that has been overpaid shall refund the amount of such overpayment to the other party. Nothing in this Lease shall be construed to limit the rights, obligations, authority, or responsibilities of Tenant's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena. Landlord agrees to cooperate with all audit activities.

b. To the extent applicable to Tenant, until the expiration of six (6) years after the termination of this Lease, upon written request, Tenant shall make available to Landlord or the State Auditor a copy of this Lease and the books, documents, records and accounting procedures and practices of Tenant relating to Tenant's obligation to Landlord under this Lease.

SECTION 24 – WASTE REDUCTION

Tenant shall participate in a recycling program for at least four broad types of recyclable materials, the reasonable guidelines and supplies for which shall be provided by Landlord at Landlord's sole cost and expense.

SECTION 25 – OTHER GENERAL

25.1 Prevailing Wage. If Tenant uses local contractors and subcontractors to perform Tenant Work as provided in Section 9, all 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, and the contractors and subcontractors shall conform to the labor laws of the State of Minnesota, Ramsey County Prevailing Wage Ordinance No. 2013-329, and all other laws, ordinances, and legal requirements affecting the Tenant Work in Ramsey County and Minnesota. if applicable to Tenant. 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. The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in this Lease, 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. The 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. During the term of any such contract to perform Tenant Work pursuant to Section 9, Tenant shall submit certified payroll records within 14 days of the end of a pay period and in accordance with the requirements of Ramsey County Prevailing Wage Ordinance No. 2013-329. Failure to submit the certified payroll records in accordance with the Ordinance may result in criminal or civil enforcement by Ramsey County, including, but not limited to termination of this Lease for cause, withholding of payments, and assessment of liquidated damages.

25.2 Respectful Workplace and Violence Prevention. If Tenant uses local contractors or subcontractors to perform Tenant Work pursuant to Section 9: Tenant shall include a provision in each agreement with such contractor and subcontractor that prohibits the Tenant's local contractors and subcontractors from engaging in violence while performing the Tenant's Work. 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.

25.3 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 either party of any non-conforming performance or fulfillment of conditions or obligations under the terms of this Lease or the foregoing by either party of any of the rights or remedies arising under the terms of this Lease shall not constitute a waiver of each party'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 each party provided or referred to under the terms of this Lease are cumulative and not mutually exclusive.

25.4 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.

25.5 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 as of the effective date of such assignment.

25.6 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 26.6 shall not operate to excuse Tenant from prompt payment of Rent, Additional Rent, or other monetary payments required by the terms of this Lease.

25.7 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.

25.8 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.

25.9 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.

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

25.11 Compliance with Law.

(a) Tenant agrees to conform to and not violate any applicable laws, ordinances, rules, regulations, and requirements of federal authorities now existing or hereinafter created affecting Tenant's use and occupancy of the Premises and use of any of Union Depot and that are applicable to Tenant and which are not the sole responsibility of Landlord. In no event shall Tenant be required to make physical changes in the Premises unless the physical changes are necessitated by Tenant's acts or omissions. Landlord agrees to conform and comply with all applicable laws, ordinances, rules, regulations and requirements of federal, state, county or other governmental authorities and various departments thereof now existing or hereinafter created regarding Landlord's ownership and maintenance of Union Depot, including the Americans with Disabilities Act. Nothing in this Lease shall be interpreted as making Tenant a responsible party for purposes of accessibility requirements under the Americans with Disabilities Act.

(b) Landlord warrants that the Premises, Union Depot and the Leasehold Improvements and the Landlord's work comply with the ADA. Upon request from any governmental authority including but not limited to the Federal Railroad Administration (or similar successor agency) ("FRA"), Landlord shall provide an accessibility plan, (including any proposed ADA related scope of work, schedule and source(s) or proposed source(s) of funding for bringing the Station into ADA compliance ("Accessibility Plan"). To the extent this Lease requires approval by the FRA under 49 CFR 37.42(d), Landlord shall provide FRA with a boarding plan for Union Depot.

25.12 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 to which Tenant is a party. 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. Landlord 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 to which Landlord is a party. Landlord hereby covenants and agrees to indemnify and save harmless Tenant 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. Landlord's liability under this

covenant extends to the acts and omissions of any agent or employee of Tenant, but limited to actual damages and excluding consequential damages, lost profits and similar claims and damages.

25.14 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 federal district court in Ramsey County, Minnesota.

25.15 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 with respect to the Premises 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

NATIONAL RAILROAD PASSENGER
CORPORATION

Rafael E. Ortega, Chair

By: _____

Date: _____

Name: _____

Its _____

Date: _____

Approval Recommended

Timothy A. Mayasich, Director

Date: _____

Approved as to form and insurance:

By: _____
Assistant Ramsey County Attorney

Date: _____

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY

Head House Parcel

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 Northwesternly 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.

Post Office Parcel

Parcel A:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including part of Block 30, City of St. Paul, and vacated Public Levee located Westerly of the West line of Sibley Street, Easterly of the East line of Jackson Street, Northerly of Line "A" as hereinafter described and Southerly of Line "B" as hereinafter described.

Line "A":

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Westerly line of Sibley Street a distance of 52.51 feet to the place of beginning of line to be described; thence on a straight line bearing South 62 degrees, 49 minutes, 05 seconds West to intersection with the Easterly line of Jackson Street.

Line "B":

Beginning at the Northeasterly corner of Lot 12, Block 30, City of St. Paul; thence on a straight line with assumed bearing South 34 degrees, 24 minutes, 38 seconds East along the Easterly line of Lot 12, Block 30, City of St. Paul, a distance of 50.12 feet to the place of beginning of line to be described; thence on a straight line bearing South 37 degrees, 04 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 38 degrees, 51 minutes, 22 seconds West a distance of 66 feet; thence on a straight line bearing South 40 degrees, 39 minutes, 22 seconds West a distance of 44 feet; thence on a straight line bearing South 43 degrees, 34 minutes, 52 seconds West a distance of 22 feet; thence on a straight line bearing South 49 degrees, 41 minutes, 52 seconds West a distance of 68.24 feet, more or less, to intersection with the Easterly line of Jackson Street. Except Second Street.

Parcel B:

All that part of Second Street lying Westerly of the Westerly right-of-way line of Sibley Street and Easterly of the Easterly right-of-way line of Jackson Street, subject to easement for Second Street as contained in Document Number 1654959.

Parcel C:

A tract of property located in the City of St. Paul, Ramsey County, Minnesota, including all of Blocks 3 and 4 of Hopkins Addition to St. Paul, all of Block 29 of the City of St. Paul, vacated streets, alleys and Public Levee, contained within the following described boundaries:

Beginning at the Southwesterly corner of Block 29 of the City of St. Paul; thence on a straight line with an assumed bearing of North 34 degrees, 36 minutes West along the Southwesterly line of said Block 29 to the Northwest corner of said Block 29; thence continue on said last described line bearing North 34 degrees, 36 minutes West for a distance of 7.37 feet to the Southeasterly line of Kellogg Boulevard being the place of beginning of tract of land to be described; thence on a straight line bearing South 10 degrees, 39 minutes, 55 seconds West for a distance of 42.26 feet to the West line of the East 30 feet of Sibley Street; thence on a straight line bearing South 34 degrees, 36 minutes East along said West line of the East 30 feet of Sibley Street for a distance of 362.37 feet to the Northerly line of the Union Pacific Railroad Company right of way; thence on a straight line bearing North 62 degrees, 49 minutes, 05 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 561.32 feet; thence continuing along said Northerly line of Union Pacific Railroad Company right of way on a tangential curve concave to the Northwest with a delta angle of 7 degrees, 09 minutes, 10 seconds and a radius of 928.37 feet for a distance of 115.90 feet; thence on a straight line bearing North 55 degrees 39 minutes 55 seconds East along said Northerly line of Union Pacific Railroad Company right of way for a distance of 294.38 feet to the Easterly line of vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said Easterly line of vacated Broadway Street for a distance of 406.37 feet; thence on a straight line bearing South 77 degrees, 7 minutes, 25 seconds West for a distance of 42.91 feet to the centerline of said vacated Broadway Street; thence on a straight line bearing North 34 degrees, 5 minutes, 48 seconds West along said centerline of vacated Broadway Street for a distance of 47.30 feet to said Southeasterly line of Kellogg Boulevard; thence on a straight line bearing South 55 degrees 39 minutes 55 seconds West along said Southeasterly line of Kellogg Boulevard for a distance of 900.66 feet to the place of beginning of tract to be described.

Parcel D:

That part of vacated Broadway Street lying Southerly of the Southeasterly line of Kellogg Boulevard (East Third Street), City of St. Paul, Ramsey County, Minnesota, described as follows:

Beginning at the intersection of the Southeasterly line of Kellogg Boulevard (East Third Street) and the Northeasterly line of Broadway Street; thence on a straight line with assumed bearing South 34 degrees, 05

minutes, 48 seconds East along the Northeasterly line of Broadway Street vacated a distance of 58.00 feet; thence on a straight line bearing South 77 degrees, 07 minutes, 25 seconds West a distance of 42.91 feet to intersection with the centerline of Broadway Street vacated; thence on a straight line along the centerline of Broadway Street vacated bearing North 34 degrees, 05 minutes, 48 seconds West a distance of 42.3 feet; thence Northeasterly along the Southeasterly line of Kellogg Boulevard (East Third Street) a distance of 40 feet more or less, to the place of beginning of tract of land to be described.

Together with

Parcel E:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 24.00 feet in width and lying 12.00 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 207.31 feet to the point of beginning of the line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58.00 feet, to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel F:

Tunnel Easement and Subsurface rights in that part of Kellogg Boulevard being 14 feet in width and lying 7 feet on each side of the following described line:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees, 36 minutes, 00 seconds West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29 a distance of 7.37 feet; thence North 55 degrees, 39 minutes, 55 seconds East along the Southeasterly line of Kellogg Boulevard a distance of 117.31 feet to the point of beginning of line to be described; thence North 34 degrees, 20 minutes, 05 seconds West a distance of 58 feet to the Northwesterly line of Kellogg Boulevard and there terminating, as established in Document Number 1962508.

Together with

Parcel G:

An easement for bridge purposes over and across that part of Sibley Street described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southwesterly line of said Block 29, a distance of 7.37 feet; thence South 10°39'55" West a distance of 42.26 feet; thence South 34°36'00" East a distance of 198.14 feet to the point of beginning of the land to be described; thence continuing South 34°36'00" East a distance of 164.23 feet; thence South 62°49'05" West a distance of 81.26 feet to the Southwesterly line of Sibley Street; thence North 34°24'38" West along said Southwesterly line of Sibley Street, a distance of 125.06 feet; thence North 35°43'04" East a distance of 85.14 feet to the point of beginning.

And also together with

Parcel H:

An easement for bridge purposes over and across that part of Second Street lying between Sibley Street and Jackson Street and lying Southeasterly of a line described as:

Commencing at the Southeasterly corner of Lot 12, Block 30, City of St. Paul; thence on an assumed bearing of North 34 degrees 57 minutes 06 seconds West along the Easterly line of said Lot 12 a distance of 72.52 feet to the point of beginning of the line to be described; thence South 35 degrees 11 minutes 41 seconds West a distance of 80.43 feet; thence Southwesterly along a tangential curve concave to the Northwest having a radius of 760.99 feet, a central angle of 13 degrees 42 minutes 54 seconds for a distance of 182.16 feet to the Easterly line of said Jackson Street and said line there terminating.

Parcel I:

An 80.5 foot wide aerial easement for skyway purposes over and above that part of Sibley Street right-of-way, the centerline of which is described as follows:

Commencing at the northwesterly corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34 degrees 36 minutes 00 seconds West, an assumed bearing, along the northwesterly extension of the southwesterly line of said Lot 29, a distance of 7.37 feet; thence South 10 degrees 39 minutes 55 seconds West, 42.26 feet; thence South 34 degrees 36 minutes 00 seconds East 126.34 feet to the point of beginning of the following described center line; thence South 55 degrees 15 minutes 57 seconds West 79.84 feet to the westerly right-of-way of said Sibley Street and there terminating. Sidelines of said skyway easement are prolonged or shortened to terminate at the easterly and westerly right-of-way of said Sibley Street.

The bottom plane of the vertical space contained within said easement shall be 726.00 feet (based on the NVGD 1929 data, City of St. Paul, Bench mark location northeastern corner of Second Street and Jackson Street, top nut hydrant elevation is 708.20 feet) on the easterly right-of-way line and 728.00 feet at the western right-of-way line of said Sibley Street; and a top plane elevation of the vertical plane of said easement shall be 32.00 feet above said elevations cited for the bottom plane, pursuant to Encroachment Permit Document Number 3832061.

Together with

Parcel J:

Bridge Easement and Air Rights over and across that part of Kellogg Boulevard described as follows:

Commencing at the Northwest corner of Block 29, City of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 34°36'00" West (assumed bearing) along the Northwesterly extension of the Southeasterly line of Block 29 a distance of 7.37 feet; thence North 55°39'55" East along the Southeasterly line of Kellogg Boulevard a distance of 139.15 feet; thence North 34°20'05" East a distance of 58.00 feet to the Northwesterly line of Kellogg Boulevard; thence North 55°39'55" East along said Northeasterly line of Kellogg Boulevard, a distance of 132.25 feet; thence South 34°20'05" East a distance of 58.00 feet, to said Southeasterly line of Kellogg Boulevard; thence South 55°39'55" West along said Southeasterly line of Kellogg Boulevard, a distance of 132.25 feet to the point of beginning, as established in Document Number 1962508.

HRA Parcel

SUBJECT TO CONSECO ROADWAY EASEMENT RESERVATION

All that part of Blocks 72, 73, 75, 76, 77, 78, 79, 80, 84 and 85, Kittson's Addition, The levee, Kellogg Boulevard, First Street (formerly Conway Street), Water Street, Kittson Street, Neill Street, Willius Street, Locust Street, John Street, Olive Street and Pine Street as opened, not opened or vacated, all in the Southwest Quarter of Section 32, Township 29, Range 22, and the Northwest Quarter of Section 5, Township 28, Range 22, Ramsey County, Minnesota described as follows:

Beginning at a point on the northeasterly line of vacated Broadway Street and its extension southeasterly which bears South 34 degrees 28 minutes 05 seconds East on an assumed bearing a distance of 454.85 feet from the intersection of said northeasterly line of vacated Broadway Street and the southeasterly line of Kellogg Boulevard, said point being on a line approximately 25 feet northwesterly or westerly of the most northwesterly rail of the trackage to the southeast, and said line is hereinafter known as Line B; thence North 55 degrees 17 minutes 42 seconds East along said Line B a distance of 338.58 feet; thence northeasterly along said Line B along a curve concave to the southeast having a radius of 5824.29 feet and a central angle of 1 degree 56 minutes 11 seconds a distance of 196.83 feet; thence North 57 degrees 13 minutes 53 seconds East along said Line B a distance of 103.76 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 6066.68 feet and a central angle of 1 degree 55 minutes 16 seconds a distance of 203.41 feet; thence North 55 degrees 18 minutes 37 seconds East along said Line B a distance of 606.41 feet; thence northeasterly along said Line B along a curve concave to the northwest having a radius of 586.31 feet and a central angle of 71 degrees 08 minutes 30 seconds a distance of 727.99 feet; thence North 11 degrees 26 minutes 12 seconds West along said Line B a distance of 112.08 feet to its intersection with the centerline of Kellogg Boulevard; thence South 55 degrees 40 minutes 57 seconds West along said centerline of Kellogg Boulevard a distance of 44.14 feet to the point of beginning of Line A, the southeasterly line of that property described in Document Numbers 2263023 and 2313361; thence southerly along said Line A along a non-tangential curve concave to the West having a radius of 622.44 feet and a central angle of 31 degrees 02 minutes 10 seconds, chord bearing South 2 degrees 14 minutes 37 seconds West, chord of 333.06 feet, a distance of 337.17 feet to a point of compound curve; thence southwesterly along said Line A along a curve concave to the northwest having a radius of 398.86 feet and a central angle of 37 degrees 33 minutes 02 seconds a distance of 261.40 feet; thence South 55 degrees 18 minutes 45 seconds West along said Line A a distance of 348.92 feet; thence southwesterly along said Line A along a tangential curve concave to the northwest having a radius of 946.37 feet and a central angle of 7 degrees 09 minutes 11 seconds a distance of 118.15 feet; thence South 62 degrees 27 minutes 51 seconds West along said Line A a distance of 379.75 feet; thence South 69 degrees 37 minutes 02 seconds West along said Line A a distance of 480.15 feet; thence South 76 degrees 46 minutes 12 seconds West along said Line A a distance of 284.84 feet to the point of termination of said Line A on the northeasterly line of vacated Broadway Street, said point bearing South 34 degrees 28 minutes 05 seconds East a distance of 57.74 feet from the intersection of the southeasterly line of Kellogg Boulevard and the northeasterly line of vacated Broadway Street; thence South 34 degrees 28 minutes 05 seconds East along said northeasterly line of vacated Broadway Street and its extension southeasterly a distance of 397.11 feet to the point of beginning.

Together with the appurtenant easements contained in that certain Easement dated September 17, 1984, filed November 26, 1991, as Document No. 2625628 and together with the appurtenant easements contained in that certain Easement dated April 8, 1977, filed April 15, 1977, as Document No. 1962511 and together with the appurtenant easement contained in that certain Quit Claim Deed dated April 14, 1977, filed April 15, 1977, as Document No. 1962508.

(PIN NO. 32-29-22-34-0018)

Surface Lot Parcel

Parcel 1 - West Parcel (Not Bond Financed Property):

Parcel 1- West Parcel

All that part of Blocks 61, 62, 63, 70, 71, 76, 77, 78, 79, 80, Kittson's Addition, vacated alley in said Block 70, and vacated Pine Street, Olive Street, John Street, Locust Street, and Water Street, lying within the following described line:

Commencing in the Northeasterly line of Block Four (4) Hopkins Addition which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes East along the Southerly line of vacated Broadway Street (being the Southerly line of vacated Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East for 42.91 feet to the point of beginning of the lines to be herein described; thence continuing North 77 degrees 07 minutes 25 seconds East 284.86 feet; thence North 69 degrees 58 minutes 15 seconds East for 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle of 0 degrees 50 minutes 53 seconds, long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East; thence North 34 degrees 07 minutes 49 seconds West 313.34 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 318.60 feet; thence continuing along said Southeasterly line South 56 degrees 44 minutes 08 seconds West 803.51 feet to the northeasterly line of vacated Broadway Street; thence South 34 degrees 05 minutes 48 seconds East along said Northeasterly line 57.71 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

(PIN NO. 32-29-22-33-0360)

Parcel 2 - East Parcel

All that part of Blocks 68, 69, 70, 72, 73, 76 and 84, Kittson's Addition, Lots 1, 2, 3 and 4, Ewing and Chutes Subdivision of Lot 5 of said Block 69, vacated alleys in said Blocks 68, 69, 70 and vacated Willius Street (College Street), Neill Street, Kittson Street, First Street and Water Street lying within the following described lines:

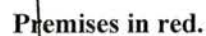
Commencing in the Northeasterly line of Block 4, Hopkins Addition, which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes 00 seconds East along the Southerly line of vacated Broadway Street (being the Southerly line of Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees 05 minutes 48 seconds West along said center line of vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East 327.77 feet; thence North 69 degrees 58 minutes 15 seconds East 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle 0 degrees 50 minutes 53 seconds, a long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East to the point of beginning of the lines to be herein described; thence continuing along a curve to the left 104.14 feet, delta angle of 6 degrees 18 minutes 17 seconds, a long chord of 104.08 feet bears North 58 degrees 49 minutes 04 seconds East for 348.92 feet; thence along a curve to the left having a radius of 398.86 feet, to which the last described course is tangent, 261.40 feet, delta angle of 37 degrees 32 minutes 59 seconds, a long chord of 256.75 feet bears North 36 degrees 53 minutes 25 seconds East to a point of compound curve; thence Northerly

along a curve to the left having a radius of 622.44 feet, delta angle of 27 degrees 44 minutes 23 seconds, a long chord of 298.42 feet bears North 4 degrees 14 minutes 42 seconds East a distance of 301.35 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 880.92 feet; thence South 34 degrees 07 minutes 49 seconds East 313.34 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

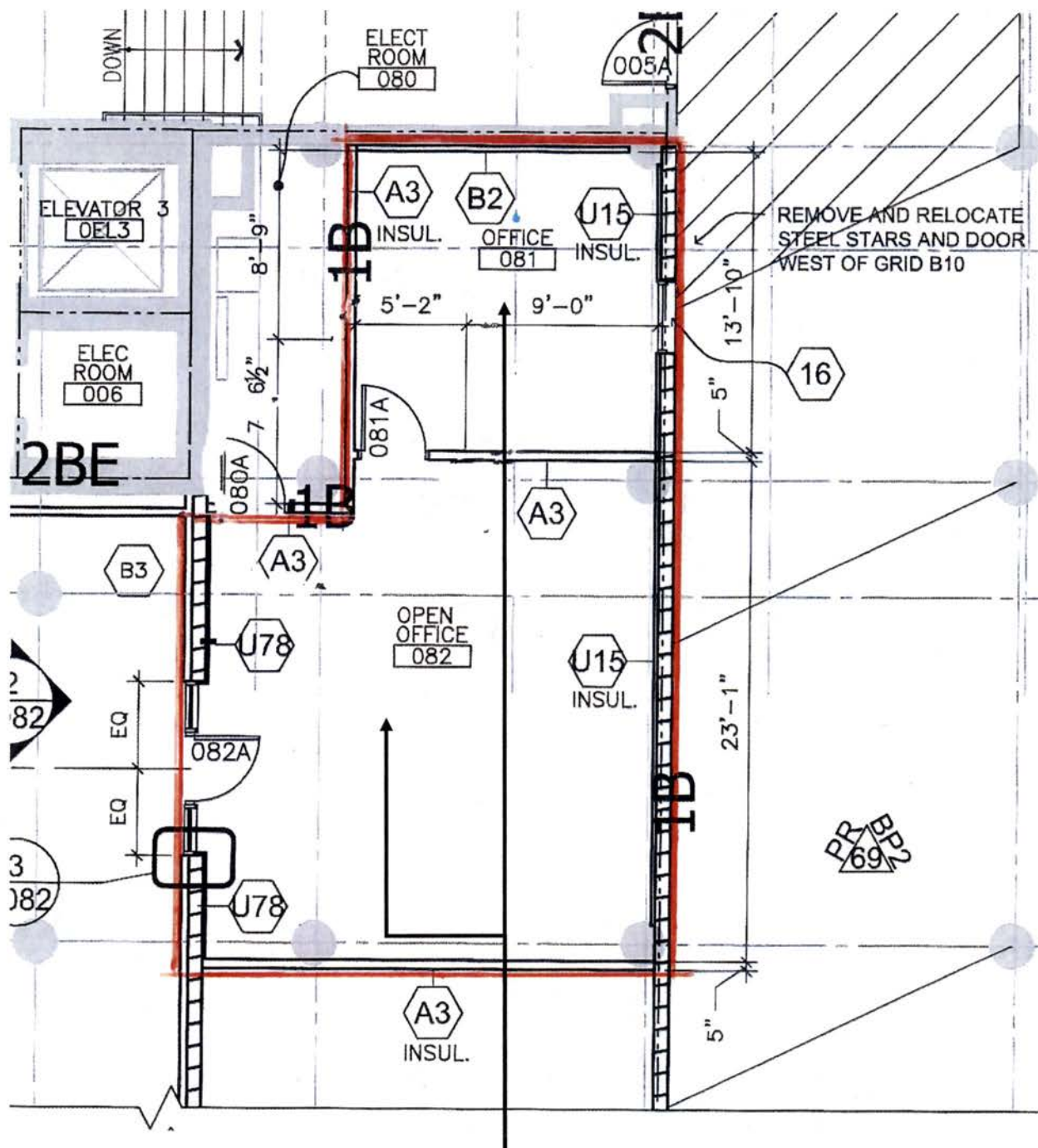
Abstract Property.

(PIN NO. 32-29-22-34-0011)

LOWER LEVEL 1 – SUITE 10 (660 SF)



LOWER LEVEL 1 – SUITE 10 (660 SF)



Work area within boundary for Premises.

EXHIBIT D – FORM OF RATIFICATION AGREEMENT

Form of Ratification

THIS RATIFICATION AGREEMENT ("Agreement") is made and entered into as of _____, 2015 by and between Ramsey County Regional Railroad ("Landlord"), and National Railroad Passenger Corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into a lease dated _____, 2015 ("Lease") for certain premises located at Suite 10, 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 _____, 2015 Landlord delivered the Premises to Tenant in the condition required by the Lease.
2. The final Commencement Date is _____, 2015.
3. The Rent Commencement Date is _____, 2015.
4. The Termination Date of the Term of the Lease (the Initial Term) shall be _____, 2025.

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

RAMSEY COUNTY REGIONAL RAILROAD

NATIONAL RAILROAD PASSENGER
CORPORATION

AUTHORITY:

Timothy A. Mayasich, Director

By _____

Approved as to form:

Assistant Ramsey County Attorney

EXHIBIT E – LANDLORD RULES & REGULATIONS

1. The sidewalks, entrances, passages, lobbies, plazas, elevators, escalators, stairways, vestibules, corridors, halls and other public portions of the Building ("Public Areas") and 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. Landlord designates deliveries must occur at the loading dock and the freight elevator (#5). Landlord will allow deliveries through the A Garage on lower level 1 using elevator (#4) upon request. No doormat or tenant property of 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 (x) in areas where lighting is visible from the outside of its Premises, use only lighting which has been previously approved by Landlord, and (y) in window areas, use only blinds which have previously 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, unless authorized in writing by Landlord.
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 service, animals and Condo pets), fish or birds of any kind shall be brought into, or kept in or about, the Premises.
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 Building 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 Building. The hours of specific concern for noise are after 10 pm from Sunday through Thursday and after 12 am Saturday and Sunday and until 6 am every day. Tenant shall limit noise levels to less than 80 db immediately outside the Premises during these overnight hours.
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, nor 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 by any tenant, nor shall any changes be made in locks or the mechanism thereof, without Landlord's consent. Tenant shall supply to Landlord duplicate keys to locks installed by Tenant. Duplicate keys for the Premises and toilet rooms shall be procured only from Landlord, and Landlord may make a reasonable charge therefor. 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 keys to stores, offices and toilet rooms, either 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.
13. Landlord shall have the right to prohibit any advertising or identifying sign by any tenant which, in the judgment of Landlord, tends to impair the appearance or reputation of the Building or the desirability of the Building as a mixed-use building, and upon written notice from Landlord, such tenant shall refrain from and discontinue such advertising or identifying sign (i.e. Handwritten signs, broken sign holders, etc.).
14. If Landlord institutes a pass or card 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 or card for access to the Building. 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 access doors into 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. Tenant shall not permit employees, agents, concessionaires, customers, or invitees to smoke, except in designated areas outside the Building, or to remove alcohol beverages from the Premises.
21. 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, carts and pallet jacks 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, without written permission of the Landlord. Tenant shall be responsible for any damage to floors, walls, or the Building caused by Tenant's movement of freight, furniture, equipment, crates, or any other matter or thing through the Public Areas.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.

27. 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, or the preservation of good order therein, or the operation or maintenance of the Building or the equipment thereof, or the comfort of tenants or others in the Building.
28. Tenant may at times request exclusive use of certain portions of the Public Areas for an event on a specific day and time. Related to this exclusive use:
- a) Requests must be made to Landlord in writing at least two (2) weeks in advance. Landlord will establish rental rates for these areas and must receive payment two (2) weeks in advance of event.
 - b) Landlord will establish the location of a public access corridor through this designated portion of the Public Areas and the minimum corridor widths that must be maintained at all times to allow access and passage by visitors to the Building and to all transit destinations and Tenant Premises.
 - c) Lighting levels in Public Areas must be maintained for the safety of visitors to the Building and Premises. Tenants or client utilizing Public Areas or affected by Public Area lighting shall request Landlord to adjust light levels for events to one of the approved levels and Landlord shall make the adjustment. A two (2) day advance request is required.
 - d) Tenant shall limit noise levels to less than 100 db immediately outside the event area during the event hours, so that any event or use of the building which would impair or interfere with the use or enjoyment by any other Tenant or persons of any other space in the Building. The hours of specific concern for noise, when noise levels must be less than 80 db immediately outside the event space, are after 10 pm from Sunday through Thursday and after 12 am Saturday and Sunday and until 6 am every day.
 - e) Approved use of a Public Area is only the space as specifically stated in the agreement and no storage of equipment can occur outside the approved area(s).

The Ramsey County Regional Railroad Authority met in regular session at 9:53 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and John Kelly, First Assistant County Attorney.

1. Approval of the September 8, 2015 Agenda

VOTING

Motion by: Blake Huffman

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

2. Approve Minutes from August 18, 2015

VOTING

Motion by: Blake Huffman

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Construction Agreement with Mn/DOT for Union Depot - completion of parking lot C (R2015-13)

VOTING

Motion by: Jim McDonough

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The Ramsey County Regional Railroad Authority renovated Union Depot into a multi-modal transportation hub to serve all transportation modes including space for passengers, transportation service providers, office tenants, and events, as well as to provide parking for these and other public uses; and

WHEREAS, The Minnesota Department of Transportation has an easement on the Union Depot property for the Lafayette Bridge and a temporary easement for the bridge replacement project; and

WHEREAS, A Construction Agreement has been negotiated between Ramsey County Regional Railroad Authority and the Minnesota Department of Transportation for the completion of the Lot C parking lot and site improvements, located within the easement areas, in conjunction with Minnesota Department of Transportation completing the Lafayette Bridge replacement project; and

WHEREAS, A Contingency has been established to address unforeseen site conditions which could otherwise delay completion of the project in 2015; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a Construction Agreement with the Minnesota Department of Transportation (MnDOT Contract No. 1001549), 395 John Ireland Boulevard, St. Paul, MN 55155, for the completion of the Lot C parking lot and site improvements in an estimated amount of \$897,230.44; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement in a form approved by the County Attorney's Office; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to approve and execute amendments and change orders, not to exceed 10% of the original agreement amount, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

4. Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2016 Budget (R2015-12)

VOTING

Motion by: Jim McDonough

Second by: Janice Rettman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

WHEREAS, The Proposed Property Taxes Law (M.S. 275.065) requires the Ramsey County Regional Railroad Authority (RCRRA), as a special taxing district, to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2015; and

WHEREAS, an important provision of the Proposed Property Taxes Law is that the approved tax levy for the 2016 RCRRA budget cannot be more than the proposed maximum tax levy certified by the RCRRA; and

WHEREAS, In order to continue to improve the quality of life and access to services in the region, to remain a partner in transit activities in the region with other agencies, including the Minnesota

Department of Transportation, the seven metro county Regional Railroad Authorities, Metropolitan Council and Metro Transit; Now, Therefore Be It

RESOLVED, The RCRRA hereby approves the proposed maximum tax levy of \$20,459,447 to finance the 2016 Ramsey County Regional Railroad Authority Budget, which in accordance with the Proposed Property Taxes Law, must be certified to the Department of Property Records and Revenue by September 15, 2015.

STATE OF MINNESOTA; COUNTY OF RAMSEY)) SS.

I, Timothy A. Mayasich, Director—Ramsey County Regional Railroad Authority, do hereby certify that the foregoing is a true and correct copy of the Resolution R2015-12, adopted by the Ramsey County Regional Railroad Authority on September 8, 2015.

Timothy A. Mayasich, Director
Ramsey County Regional Railroad Authority

CORRIDOR UPDATES

Discussion can be found on archived video.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:08 am.


Sandra Jacobson
Administrative Secretary

Regional Railroad Authority Meeting
September 8, 2015 – ROLL CALL

Call to Order: 9:53

1. ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Jim McDonough	☒	
Mary Jo McGuire	☒	
Victoria Reinhardt	☒	
Janice Rettman	☒	
Toni Carter	☒	
Blake Huffman	☒	
Rafael Ortega	☒	

2. Agenda of September 8, 2015 is presented for approval

Moved: BH Seconded: MM McGuire

	YEA	NAY	ABSENT
Jim McDonough	☒		
Mary Jo McGuire	☒		
Victoria Reinhardt	☒		
Janice Rettman	☒		
Toni Carter	☒		
Blake Huffman	☒		
Rafael Ortega	☒		

3. Minutes from August 18, 2015 are presented for approval

Moved: BH Seconded: MM (McGuire)

	YEA	NAY	ABSENT
Jim McDonough	☒		
Mary Jo McGuire	☒		
Victoria Reinhardt	☒		
Janice Rettman	☒		
Toni Carter	☒		
Blake Huffman	☒		
Rafael Ortega	☒		

4. Construction Agreement with Mn/DOT for Union Depot – completion of parking lot C

Moved:

JMM

Seconded:

VR

YEA NAY ABSENT

Jim McDonough

☒ ☐ ☐

Mary Jo McGuire

☒ ☐ ☐

Victoria Reinhardt

☒ ☐ ☐

Janice Rettman

☒ ☐ ☐

Toni Carter

☒ ☐ ☐

Blake Huffman

☒ ☐ ☐

Rafael Ortega

☒ ☐ ☐

5. Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2016 Budget

Moved:

J McD

Seconded:

Janice

YEA NAY ABSENT

Jim McDonough

☒ ☐ ☐

Mary Jo McGuire

☒ ☐ ☐

Victoria Reinhardt

☒ ☐ ☐

Janice Rettman

☒ ☐ ☐

Toni Carter

☒ ☐ ☐

Blake Huffman

☒ ☐ ☐

Rafael Ortega

☒ ☐ ☐

CORRIDOR UPDATES - Min HSR update - use \$300,000 to assist on HSR modeling with WisDOT; it's vital

Meeting adjourned at 10:08 AM/PM

Rush line PAE & TAE - Victoria
3 openhouses

9.22 5-7 Forest Lake

9.29 5-7 Maplewood CC

9.30 6-8 Arlington Hills Comm Ctr

Riverview PAc on Thursday?



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

REGIONAL RAILROAD AUTHORITY

Tuesday, September 08, 2015
Immediately following the County Board Meeting
Council Chambers – Third Floor Court House

1. ROLL CALL

2. Agenda of September 8, 2015 is presented for approval

Approve agenda for September 8, 2015.

3. Minutes from August 18, 2015 are presented for approval

Approve minutes of August 18, 2015.

ADMINISTRATIVE AGENDA

4. Construction Agreement with Mn/DOT for Union Depot - completion of parking lot C

1. Approve a Construction Agreement with the Minnesota Department of Transportation (MnDOT Contract No. 1001549), 395 John Ireland Boulevard, St. Paul, MN 55155, for the completion of the Lot C parking lot and site improvements in an estimated amount of \$897,230.44.
2. Authorize the Chair to execute the agreement in a form approved by the County Attorney's Office.
3. Authorize the Chair to approve and execute amendments and change orders, not to exceed 10% of the original agreement amount, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

POLICY AGENDA

5. Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2016 Budget

Approve the proposed maximum tax levy of \$20,459,447 to finance the 2016 Ramsey County Regional Railroad Authority Budget, which in accordance with the Proposed Property Taxes Law, must be certified to the Department of Property Records and Revenue by September 15, 2015.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-29

Committee: Regional Railroad Authority

Meeting Date: 9/8/2015

SUBJECT

Agenda of September 8, 2015 is presented for approval

REQUESTED ACTION

Approve agenda for September 8, 2015.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-28

Committee: Regional Railroad Authority

Meeting Date: 9/22/2015

SUBJECT

Minutes from August 18, 2015 are presented for approval

REQUESTED ACTION

Approve minutes of August 18, 2015.

ATTACHMENTS

1. Draft 8/18/2015 Minutes

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-30

Committee: Regional Railroad Authority

Meeting Date: 9/8/2015

SUBJECT

Construction Agreement with Minnesota Department of Transportation for Union Depot - completion of the Lot C parking lot

REQUESTED ACTION

1. Approve a Construction Agreement with the Minnesota Department of Transportation (MnDOT Contract No. 1001549), 395 John Ireland Boulevard, St. Paul, MN 55155, for the completion of the Lot C parking lot and site improvements in an estimated amount of \$897,230.44.
2. Authorize the Chair to execute the agreement in a form approved by the County Attorney's Office.
3. Authorize the Chair to approve and execute amendments and change orders, not to exceed 10% of the original agreement amount, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) renovated Union Depot into a multi-modal transportation hub. The renovation includes the construction of rail and platforms, office spaces, and space for passengers and providers of transportation services. The renovation also includes the construction of the Lot C parking lot, but Minnesota Department of Transportation's (Mn/DOT) use easement on the Union Depot property for the Lafayette Bridge replacement project (2010 – 2015) delayed the final areas of the parking lot construction.

RCRRA and Mn/DOT have negotiated for Mn/DOT to complete the remaining areas of the parking lot and site improvements, including sidewalks, bike trail, and fencing, in accordance with the construction specifications and drawings developed for the renovation project. Mn/DOT will be able to begin construction of the parking lot in September in conjunction with completing the bridge project. Completion of the additional parking area this year will provide the opportunity for revenue generation which otherwise would be delayed until spring 2016. The Construction Agreement commits the RCRRA to reimburse Mn/DOT for its costs in constructing the parking lot

Construction Agreement with Mn/DOT for Union Depot

and site improvements in accordance with the construction documents for the renovation project.

Mn/DOT is able to begin the Lot C parking lot project on September 14, 2015. A draft construction agreement is attached and will be approved by the County Attorney's Office for execution prior to the start of the project.

Due to the mid-September start of this project, any delay or issue could impact the ability to complete the project this year. To minimize delays or issues related to unforeseen site conditions, RCRRA is requesting approval of a contingency of 10% of the original agreement amount, to cover amendments or change orders that may be required.

BUDGETARY IMPACT

The work will be completed for the estimated amount of \$897,230.44. The maximum contingency to be funded is no more than 10% of the original agreement. Funding will be provided from the Union Depot Project budget. All costs are within the budgeted amount.

COUNTY MANAGER COMMENTS

Approval of the Construction Agreement with Mn/DOT will ensure that the final parking lot and site improvements are completed this year as efficiently and cost effectively as possible in conjunction with Mn/DOT completing the Lafayette Bridge replacement project utilizing the easement on RCRRA property.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Mn/DOT Draft Resolution
2. Draft Construction Agreement with Mn/DOT (MnDOT Contract No. 1001549)

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority renovated Union Depot into a multi-modal transportation hub to serve all transportation modes including space for passengers, transportation service providers, office tenants, and events, as well as to provide parking for these and other public uses; and

WHEREAS, The Minnesota Department of Transportation has an easement on the Union Depot property for the Lafayette Bridge and a temporary easement for the bridge replacement project; and

WHEREAS, A Construction Agreement has been negotiated between Ramsey County Regional Railroad Authority and the Minnesota Department of Transportation for the completion of the Lot C parking lot and site improvements, located within the easement areas, in conjunction with Minnesota Department of Transportation completing the Lafayette Bridge replacement project; and

WHEREAS, A Contingency has been established to address unforeseen site conditions which could otherwise delay completion of the project in 2015; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a Construction Agreement with the Minnesota Department of Transportation (MnDOT Contract No. 1001549), 395 John Ireland Boulevard, St. Paul, MN 55155, for the completion of the Lot C parking lot and site improvements in an estimated amount of \$897,230.44; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement in a form approved by the County Attorney's Office; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to approve and execute amendments and change orders, not to exceed 10% of the original agreement amount, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>6244-30</u>	Estimated Amount Receivable
Trunk Highway Number (T.H.):	<u>52</u>	<u>\$897,230.44</u>
	<u>NH-BRNN-BHNN</u>	
Federal Project Number:	<u>0052 (324)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Ramsey County Regional Railroad Authority ("RCRRA").

Recitals

1. The State is performing grading, bituminous and concrete surfacing, drainage, retaining wall, signal, TMS, signing, lighting, anti-icing system, and bridge construction and other associated construction and will be completed under two phases upon, along and adjacent to Trunk Highway No. 52 from 210 feet south of Plato Boulevard to Trunk Highway No. 5 according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 6244-30 (T.H. 52=112)("Project"); and
2. The State has temporary easements over a portion of the Lot C parking lot during the construction of Bridge No. 62017 and Bridge No. 62018; and
3. The bridge construction has progressed to allow the resurfacing portion of Lot C to be constructed; and
4. The RCRRA has requested the State to include in its construction contract the remaining portion of Lot C parking lot; and
5. Supplemental Agreement No. 20 between the State and its Contractor will include the construction of Lot C; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration date.* This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of terms.* All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the RCRRA; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. *Plans, Specifications, Special Provisions.* Plans, specifications and special provisions designated by the State as State Project No. 6240-30 (T.H. 52) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")

- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the RCRRRA and incorporated into this Agreement by reference. Supplemental agreement No. 20 is incorporated into the Agreement by reference.

2. Construction by the State

- 2.1. **Contract Award.** The State has awarded a construction contract to the lowest responsible bidder according to the Project Plans. The State has requested and prepared a draft supplemental agreement No. 20 for the additional requested construction.

2.2. **Direction, Supervision and Inspection of Construction.**

- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by the RCRRRA.** The RCRRRA participation construction covered under this Agreement will be open to inspection by the RCRRRA. If the RCRRRA believes the RCRRRA participation construction covered under this Agreement has not been properly performed or that the construction is defective, the RCRRRA will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the RCRRRA are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the RCRRRA participation construction covered under this Agreement.

2.3. **Plan Changes, Additional Construction, Etc.**

- A. The State will make changes in the Project Plans and contract construction, which may include the RCRRRA participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate RCRRRA official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the RCRRRA participation construction covered under this Agreement.
- B. The RCRRRA may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

- 2.5. **Contaminated Soils.** The State is not liable for any of the contaminated soils left in place in Lot C.

3. Maintenance by the RCRRRA.

Upon completion of the project, the RCRRRA will be responsible for the maintenance repair and replacement of Lot C and all of the facilities needed for Lot C.

4. Basis of RCRRRA Cost

- 4.1. **SCHEDULE "I".** The Preliminary SCHEDULE "I" includes all anticipated RCRRRA participation construction items, and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

- 4.2. **Construction Engineering Costs.** The RCRRRA will pay a construction engineering charge equal to 8 percent of the total RCRRRA participation construction covered under this Agreement.

- 4.3. *Plan Changes, Additional Construction for Lot C, Etc.*** The RCRRRA will share in the costs of construction change orders and supplemental agreements that are necessary to complete the RCRRRA Lot C participation construction covered under this Agreement, including any RCRRRA requested additional work and plan changes.

The State reserves the right to invoice the RCRRRA for the cost of any additional RCRRRA requested work and plan changes, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.

- 4.4. *Liquidated Damages.*** All liquidated damages assessed the State's contractor in connection with the Lot C construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

5. RCRRRA Cost and Payment by the RCRRRA

- 5.1. *RCRRRA Cost.*** \$897,230.44 is the RCRRRA's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using the estimated quantities and unit prices from Supplemental Agreement No. 20. Upon execution of the Supplemental Agreement No. 20, the State will prepare a Revised SCHEDULE "I" based on the agreed upon unit prices, which will replace and supersede the Preliminary SCHEDULE "I" as part of this agreement.

- 5.2. *Conditions of Payment.*** The RCRRRA will pay the State the RCRRRA's total estimated construction and construction engineering cost share, as shown in the Revised SCHEDULE "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the RCRRRA, including a copy of the Revised SCHEDULE "I".
- B. The RCRRRA's receipt of a written request from the State for the advancement of funds.

- 5.3. *Acceptance of the RCRRRA's Cost and Completed Construction.*** The computation by the State of the amount due from the RCRRRA will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the RCRRRA as to the satisfactory completion of the contract construction.

5.4. *Final Payment by the RCRRRA*

Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final SCHEDULE "I" and submit a copy to the RCRRRA. The Final SCHEDULE "I" will be based on final quantities, and include all RCRRRA participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the RCRRRA participation construction exceeds the amount of funds advanced by the RCRRRA, the RCRRRA will pay the difference to the State without interest. If the final cost of the RCRRRA participation construction is less than the amount of funds advanced by the RCRRRA, the State will refund the difference to the RCRRRA without interest.

The State and the RCRRRA waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

6.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: maryanne.kellysonnek@state.mn.us

6.2. The RCRRA's Authorized Representative will be:

Name/Title: Timothy A. Mayasich, Director (or successor)
Ramsey County Regional Railroad Authority (RCRRA)
Address: 214 East Fourth Street, Suite 200, St. Paul, MN 55101
Telephone: (651) 266-2762
E-Mail: Timothy.Mayasich@co.ramsey.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the RCRRA. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

- 8.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the RCRRA.
- 8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the RCRRA's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The RCRRA and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the RCRRA 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 RCRRA or the State.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

13.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the RCRRA.

13.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

**RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY (RCRRA)**

The undersigned certify that they have lawfully
executed this contract on behalf of the Governmental
Unit as required by applicable charter provisions,
resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS
EXECUTION.**

SCHEDULE "T"**Agreement No. 1001549****Ramsey County Regional Railroad Authority**

S.P. 6244-30 (T.H. 52=112)

Date: September 3, 2015

Fed. Proj. NH-BRNN-BHNN 0052 (324)

Supplemental Agreement No. 20 for the parking lot C construction with
Lunda Construction Company located under Trunk Highway No. 52

RCRRA COST PARTICIPATION - S.A. N.O. 20

	Amount
Lot C Parking	830,768.93
Construction Engineering (8%)	66,461.51
Subtotal	\$897,230.44
(1) Total RCRRA Cost	\$897,230.44

(1) Amount of advance payment as described in Article 4.1 of the agreement.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-26

Committee: Regional Railroad Authority

Meeting Date: 9/8/2015

SUBJECT

**Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority
2016 Budget**

REQUESTED ACTION

Approve the proposed maximum tax levy of \$20,459,447 to finance the 2016 Ramsey County Regional Railroad Authority Budget, which in accordance with the Proposed Property Taxes Law, must be certified to the Department of Property Records and Revenue by September 15, 2015.

EXECUTIVE SUMMARY

The Proposed Property Taxes Law (M.S. 275.065) requires the Ramsey County Regional Railroad Authority (RCRRA), as a special taxing district, to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2015.

An important provision of the Proposed Property Taxes Law is that the approved tax levy for the 2016 RCRRA budget cannot be more than the proposed maximum tax levy certified by the RCRRA.

The 2016 proposed levy for the RCRRA is \$20,459,447, which is an increase of \$1,316,093 or 6.87% from the 2015 levy of \$19,143,354.

The RCRRA will approve the 2016 Supplemental Budget, addenda, and levy on December 15, 2015.

Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2016 Budget

BUDGETARY IMPACT

The proposed maximum tax levy must be certified by September 15, 2015 to comply with the Proposed Property Taxes Law.

COUNTY MANAGER COMMENTS

The proposed maximum tax levy must be certified by September 15, 2015 to comply with the Proposed Property Taxes Law.

PREVIOUS ACTION

ATTACHMENTS

1. Draft Resolution

Draft Resolution

1
2
3 WHEREAS, The Proposed Property Taxes Law (M.S. 275.065) requires the
4 Ramsey County Regional Railroad Authority (RCRRA), as a special taxing district, to
5 certify a proposed maximum tax levy to the Property Records and Revenue Department
6 (County Auditor) by September 15, 2015; and
7

8 WHEREAS, an important provision of the Proposed Property Taxes Law is that
9 the approved tax levy for the 2016 RCRRA budget cannot be more than the proposed
10 maximum tax levy certified by the RCRRA; and
11

12 WHEREAS, In order to continue to improve the quality of life and access to
13 services in the region, to remain a partner in transit activities in the region with other
14 agencies, including the Minnesota Department of Transportation, the seven metro
15 county Regional Railroad Authorities, Metropolitan Council and Metro Transit; Now,
16 Therefore Be It
17

18 RESOLVED, The RCRRA hereby approves the proposed maximum tax levy of
19 \$20,459,447 to finance the 2016 Ramsey County Regional Railroad Authority Budget,
20 which in accordance with the Proposed Property Taxes Law, must be certified to the
21 Department of Property Records and Revenue by September 15, 2015.

The Ramsey County Regional Railroad Authority met in regular session at 10:37 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, County Attorney.

1. Approval of the September 22, 2015 Agenda

VOTING

Motion by: Jim McDonough

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

2. Approve Minutes from September 8, 2015

Motion by: Victoria Reinhardt

Second by: Janice Rettman

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

3. River Balcony Presentation

Discussion can be found on archived video.

4. Washington County CTIB Application for Red Rock Corridor Implementation Plan (R2015-17)

Motion by: Toni Carter

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

WHEREAS, The Ramsey County Regional Railroad Authority has supported the Red Rock Corridor Project through its Pre-Project Development phase; and

WHEREAS, With the completion of the Alternatives Analysis Update in spring of 2012, the Red Rock Corridor needs further refined planning work before defining a preferred alternative and advancing in the transit project development process; and

WHEREAS, Washington County is the project sponsor and is responsible for delivering the Red Rock Corridor project on schedule; and

WHEREAS, Washington County intends to submit a capital grant application to the Counties Transit Improvement Board for 2015 for \$135,000 to advance the Red Rock Corridor; and

WHEREAS, The grant application's local match of \$15,000 payment will be provided by the Red Rock Corridor Commission through payments from Washington County, Ramsey County Regional Railroad Authority and Dakota County consistent with the Red Rock Corridor Commission's Joint Powers Agreement. Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the submission of Washington County's 2015 grant application to the Counties Transit Improvement Board for Red Rock Corridor Implementation Plan work in the amount of \$135,000.

5. Washington County CTIB Application for Gateway Corridor Project Support Activities (R2015-15)

Motion by: Victoria Reinhardt

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

WHEREAS, The Ramsey County Regional Railroad Authority has supported the Gateway Corridor Project through its Alternative Analysis and into its Draft Environmental Impact Statement phases; and

WHEREAS, With the completion of the Draft Environmental Impact Statement anticipated in December 2015, the Gateway Corridor Project needs additional work to ensure proper transition to the State of Minnesota as the lead agency for the Project Development phase; and

WHEREAS, Washington County is the project sponsor and is responsible for delivering the Gateway Corridor on schedule, and

WHEREAS, Washington County has submitted a capital grant application to the Counties Transit Improvement Board in 2015, payable in 2016, for \$1,350,000 in guaranteed funds to advance the Gateway Corridor, and

WHEREAS, The grant application will be matched by a \$150,000 payment from the Washington County Regional Railroad Authority and the Ramsey County Regional Railroad Authority. Now, Therefore, Be It

RESOLVED, The Ramsey County Board of Commissioners supports the submission of Washington County's 2015 grant application to the Counties Transit Improvement Board for grants payable in 2016 for the Gateway Corridor Project Support Activities in the amount of \$1,350,000 in guaranteed funds; And, Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the expenditure of \$75,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

6. Washington County CTIB application for Gateway Corridor Project Development (R2015-14)

Motion by: Jim McDonough

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

WHEREAS, The Ramsey County Regional Railroad Authority has supported the Gateway Corridor Project through its Alternatives Analysis and Pre-Project Development phases; and

WHEREAS, With the completion of the Draft Environmental Impact Statement and Pre-Project Development work, the Gateway Corridor project will enter the Project Development phase; and

WHEREAS, Washington County is the project sponsor and is responsible for delivering the Gateway Corridor project on schedule; and

WHEREAS, Washington County is requesting a grant from Counties Transit Improvement Board in the amount of \$5,400,000 to fund the remainder of year one of the two-year Project Development phase of work; and

WHEREAS, The grant application will be matched by \$1,800,000 in remaining state bond funds designated for the Gateway Corridor; and

WHEREAS, The Counties Transit Improvement Board requires a 40% local match; and

WHEREAS, The Washington County Regional Railroad Authority and the Ramsey County Regional Railroad Authority will provide the local match consistent with the Gateway Corridor Joint Powers Agreement; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the submission of Washington County's 2015 grant application to the Counties Transit Improvement Board for Gateway Corridor Project Development in the amount of \$5,400,000; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the expenditure of \$900,000 to provide the Ramsey County Regional Railroad Authority's share of the local match.

7. RCRRA 2015 Funding Commitment to Minnesota High Speed Rail Commission (R2015-16)

Motion by: Janice Rettman

Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

WHEREAS, The Minnesota High Speed Rail Corridor begins in downtown St. Paul at Union Depot and extends southeast along the Canadian Pacific Railway track to La Crescent, enters Wisconsin and continues to Milwaukee and Chicago; and

WHEREAS, Amtrak uses the corridor for its Empire Builder passenger train between the Twin Cities and Chicago/Seattle; and

WHEREAS, The Midwest Regional Rail Initiative identifies the Corridor as the high speed connection between the Twin Cities and Chicago and the federal governmental designated as the Twin Cities to Chicago high-speed rail corridor; and

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

WHEREAS, Adoption of the Joint Powers Agreement created the Minnesota High Speed Rail Commission which has the purpose of bringing together regional railroad authorities and cities to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, construction and operation of an integrated rail transportation system within the Corridor, along with the associated land use and development impacts; and

WHEREAS, The Ramsey County Regional Railroad Authority is a Financial Party to the Joint Powers Agreement; and further agreed to pay a portion of the Commission's yearly activities; and

WHEREAS, The Ramsey County Regional Railroad Authority is the Fiscal Agent for the Commission; and

WHEREAS, The Minnesota High Speed Rail Commission adopted its 2015 Work Plan and total budget of \$65,000 on January 8, 2015; and identified \$26,325, or 40.50% as the Ramsey County Regional Railroad Authority funding commitment; and

WHEREAS, The Minnesota High Speed Rail Commission identified the use of \$26,000 in the Commission's fund balance to offset 2015 member funding commitments; and

WHEREAS, The use of the Commission's fund balance reduces the Ramsey County Regional Railroad Authority commitment by \$10,530, resulting in a total funding commitment of \$15,795; NOW, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby accepts the Minnesota High Speed Rail Commission's 2015 Budget; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves a payment of \$15,795 to the Minnesota High Speed Rail Commission as its funding commitment to the 2015 Budget; And Be It Further

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

8. Request for Proposals for On-Call Engineering Services at Union Depot (R2015-18)

Motion by: Janice Rettman

Second by: Jim McDonough

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			

Ortega, Rafael	x			
----------------	---	--	--	--

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

WHEREAS, The Ramsey County Regional Railroad Authority continues to seek out new uses and users for Union Depot including the development of the Gateway, Rush Line, and Riverview Corridor transitways as well as additional passenger rail service to Chicago; and

WHEREAS, The Ramsey County Regional Railroad Authority continues to be approached by parties seeking to utilize the property and building for uses beyond what was originally envisioned including more leasable space, reconfiguration of space, addition of a river balcony and additional access to the Upper Landing along the Mississippi River; and

WHEREAS, The Ramsey County Regional Railroad Authority needs to consistently and thoughtfully evaluate the multiple proposed uses for the Union Depot to ensure they are compatible with its vision for the facility; and

WHEREAS, Consistent and thoughtful analysis requires the procurement of engineering services; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority is authorized to issue a Request for Proposals (RFP) for On-Call Engineering Services for Union Depot, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a vendor.

9. Issue a Request for Proposals for Federal Intergovernmental Relations Consulting Assistance (R2015-20)

Motion by: Jim McDonough

Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

WHEREAS, Ramsey County Regional Railroad Authority, in partnership with Ramsey County, has streamlined its federal lobbying procurement and contracting processes into a single Request for Proposal under a cooperative purchasing agreement; and

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

WHEREAS, The Ramsey County Regional Railroad Authority has several important transportation-related initiatives at the federal level; and

WHEREAS, The Ramsey County Regional Railroad Authority has a strong interest in having federal funded assistance in planning and implementation of transit corridors; and

WHEREAS, the County seeks to advance its priorities at the federal level through effective advocacy across a range of high priority issues that address transportation, human services, public health, corrections, public safety and local taxation; and

WHEREAS, The services of a federal intergovernmental consulting firm will be helpful in achieving effective outcomes on behalf of Ramsey County residents; Now, Therefore Be It

RESOLVED, that the Ramsey County Regional Railroad Authority staff is authorized to issue a Request for Proposals (RFP) for federal intergovernmental relations consulting assistance, in accordance with County policies and procedures, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a vendor.

10. Issue a Request for Proposals for State Intergovernmental Relations Consulting Assistance (R2015-19)

Motion by: Mary Jo McGuire

Second by: Toni Carter

Commissioners	YES	NO	ABSENT	RECUSE
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
Ortega, Rafael	x			

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

WHEREAS, The Ramsey County Regional Railroad Authority has several important transportation-related initiatives at the state level; and

WHEREAS, The Ramsey County Regional Railroad Authority has an existing contract for state intergovernmental relations that is set to expire on December 31, 2015; and

WHEREAS, The Ramsey County Regional Railroad Authority has a strong interest in having state funded assistance in planning and implementation of transit corridors; and

WHEREAS, The service of a state intergovernmental consulting firm is helpful in assuring that outcome; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority staff is authorized to issue a Request for Proposals for state intergovernmental relations consulting assistance, in

accordance with the County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Rail Authority with a recommendation for selection of a vendor.

CORRIDOR UPDATES

Discussion can be found on archived video.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 11:17 am.


Sandra Jacobson
Administrative Secretary

Regional Railroad Authority Meeting
September 22, 2015 – ROLL CALL

Call to Order: 10:37

1. ATTENDANCE ROLL CALL

	PRESENT	ABSENT
Toni Carter	☒	
Blake Huffman	☒	
Jim McDonough	☒	
Mary Jo McGuire	☒	
Victoria Reinhardt	☒	
Janice Rettman	☒	
Rafael Ortega	☒	

Julie Kleinschmidt
Paul Zola

2. Agenda of September 22, 2015 is presented for approval

Moved:

JM

Seconded:

WRR MM

	YEA	NAY	ABSENT
Mary Jo McGuire	☒		
Victoria Reinhardt	☒		
Janice Rettman	☒		
Toni Carter	☒		
Blake Huffman	☒		
Jim McDonough	☒		
Rafael Ortega	☒		

3. Minutes from September 8, 2015 are presented for approval

Moved:

VR

Seconded:

JR

	YEA	NAY	ABSENT
Mary Jo McGuire	☒		
Victoria Reinhardt	☒		
Janice Rettman	☒		
Toni Carter	☒		
Blake Huffman	☒		
Jim McDonough	☒		
Rafael Ortega	☒		

4. River Balcony Presentation - get presentation from Jean?

No voting. For information and discussion only.

5. Washington County CTIB Application for Red Rock Corridor Implementation Plan

Moved:

TCJR

Seconded:

MM 9BH

	YEA	NAY	ABSENT
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Rafael Ortega	☒	☐	☐

6. Washington County CTIB Application for Gateway Corridor Project Support Activities

Moved:

VR

Seconded:

JM

	YEA	NAY	ABSENT
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Rafael Ortega	☒	☐	☐

7. Washington County CTIB Application for Gateway Corridor Project Development

Moved:

JM

Seconded:

VR

	YEA	NAY	ABSENT
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Rafael Ortega	☒	☐	☐

8. RCRRA 2015 Funding Commitment to Minnesota High Speed Rail Commission

Moved:

JR

Seconded:

VR

	YEA	NAY	ABSENT
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Rafael Ortega	☒	☐	☐

9. Request for Proposals for On-Call Engineering Services at Union Depot

Moved:

SR

Seconded:

JM

	YEA	NAY	ABSENT
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Rafael Ortega	☒	☐	☐

10. Issue a Request for Proposals for Federal Intergovernmental Relations Consulting Assistance

Moved:

JM

Seconded:

MM

	YEA	NAY	ABSENT
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Rafael Ortega	☒	☐	☐

11. Issue a Request for Proposals for State Intergovernmental Relations Consulting Assistance

Moved:

MM

Seconded:

TC

	YEA	NAY	ABSENT
Mary Jo McGuire	☒	☐	☐
Victoria Reinhardt	☒	☐	☐
Janice Rettman	☒	☐	☐
Toni Carter	☒	☐	☐
Blake Huffman	☒	☐	☐
Jim McDonough	☒	☐	☐
Rafael Ortega	☒	☐	☐

CORRIDOR UPDATES

Meeting adjourned at 11:17 (AM/PM)

Correct resolution for



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

REGIONAL RAILROAD AUTHORITY

Tuesday, September 22, 2015
Immediately following the County Board Meeting
Council Chambers – Third Floor Court House

-
1. **ROLL CALL**
 2. **Agenda of September 22, 2015 is presented for approval**
Approve agenda for September 22, 2015.
 3. **Minutes from September 8, 2015 are presented for approval**
Approve minutes of September 8, 2015.
 4. **River Balcony Presentation**
None. For information and discussion only.
 5. **Washington County CTIB Application for Red Rock Corridor Implementation Plan**
 1. Support the submission of Washington County's 2015 grant application to the Counties Transit Improvement Board for the Red Rock Corridor Implementation Plan work in the amount of \$135,000.
 6. **Washington County CTIB Application for Gateway Corridor Project Support Activities**
 1. Support the submission of Washington County's 2015 grant application to the Counties Transit Improvement Board for grants payable in 2016 for the Gateway Corridor Project Support Activities in the amount of \$1,350,000 in guaranteed funds.
 2. Authorize the expenditure of \$75,000 to provide Ramsey County Regional

Railroad Authority's share of the local match.

7. Washington County CTIB application for Gateway Corridor Project Development

1. Support the submission of Washington County's 2015 grant application to the Counties Transit Improvement Board for Gateway Corridor Project Development in the amount of \$5,400,000.
2. Authorize the expenditure of \$900,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

8. RCRRA 2015 Funding Commitment to Minnesota High Speed Rail Commission

1. Accept the Minnesota High Speed Rail Commission's 2015 Budget.
2. Approve the Ramsey County Regional Railroad Authority's payment of \$15,795 to the Minnesota High Speed Rail Commission as its funding commitment to the 2015 budget.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

9. Request for Proposals for On-Call Engineering Services at Union Depot

1. Authorize the issuance of a Request for Proposals (RFP) for On-Call Engineering Services for Union Depot, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a vendor.

10. Issue a Request for Proposals for Federal Intergovernmental Relations Consulting Assistance

Authorize the issuance of a Request for Proposals (RFP) for federal intergovernmental relations consulting assistance, in accordance with County policies and procedures, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a vendor.

11. Issue a Request for Proposals for State Intergovernmental Relations Consulting Assistance

Authorize the issuance of a Request for Proposals for state intergovernmental relations consulting assistance, in accordance with the County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a vendor.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-40

Committee: Regional Railroad Authority

Meeting Date: 9/22/2015

SUBJECT

Minutes from September 8, 2015 are presented for approval

REQUESTED ACTION

Approve minutes of September 8, 2015.

ATTACHMENTS

1. 9-8-15 RRA Board Minutes

The Ramsey County Board of Commissioners met in regular session at 9:53 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and John Kelly, First Assistant County Attorney.

1. Agenda of September 8, 2015 is presented for approval

VOTING

Motion by: Blake Huffman
Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

3. Minutes from August 18, 2015 are presented for approval

VOTING

Motion by: Blake Huffman
Second by: Mary Jo McGuire

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

4. Construction Agreement with Mn/DOT for Union Depot - completion of parking lot C

VOTING

Motion by: Jim McDonough
Second by: Victoria Reinhardt

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			

Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

**5. Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority
2016 Budget**

VOTING

Motion by: Jim McDonough
Second by: Janice Rettman

Commissioners	YES	NO	ABSENT	RECUSE
Ortega, Rafael	x			
Carter, Toni	x			
Huffman, Blake	x			
McDonough, Jim	x			
McGuire, Mary Jo	x			
Reinhardt, Victoria	x			
Rettman, Janice	x			

CORRIDOR UPDATES

Discussion can be found on archived video.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:08 am.

Sandra Jacobson
Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-35

Committee: Regional Railroad Authority

Meeting Date: 9/22/2015

SUBJECT

River Balcony Presentation

REQUESTED ACTION

None. For information and discussion only.

EXECUTIVE SUMMARY

The City of Saint Paul's *Great River Passage Master Plan* calls for a River Balcony along the downtown river bluff from the Science Museum to Union Depot. The River Balcony will contribute to the economic vitality of downtown St. Paul and extend community life to the edge of the River.

The City of Saint Paul is developing a master plan for the River Balcony and a schematic design for Phase I, the segment from the eastern boundary of Kellogg Mall Park to Union Depot. The master plan incorporates research and design considerations from multiple organizations including the City, Lowertown Historic District, Secretary of the Interior Standard, Mississippi River Critical Area regulations, State of Minnesota code requirements, precedents from several recent projects along the river bluff, and input from the affected property owners.

The Phase I schematic design is based on the concepts from the master plan to achieve the specific goals and objectives for this portion of the River Balcony. Union Depot, the regional multi-modal transportation hub and east-most property on the River Balcony, is a key public entry point to the River Balcony and is also the gateway to Lowertown and Lowertown businesses.

Lucy Thompson, Principal City Planner at the City of Saint Paul, will present on the River Balcony Project. Elevations, renderings and cost estimates will be presented. Staff from the Metropolitan Design Center, retained by the City, will be available to answer specific design related questions.

River Balcony Presentation

The information on the master plan and Phase I schematic design, in addition to a 16" scale model, will be available to the public at an Open House on September 24, 2015 at Union Depot from 5 PM to 7 PM.

ATTACHMENTS

1. Placeholder for City of Saint Paul River Balcony Presentation



This is a place holder for the City of Saint Paul's River Balcony presentation to be given to the Ramsey County Regional Railroad Authority Commissioners on September 22, 2015.

The presentation will be delivered separately in advance of the meeting, to the Ramsey County Regional Railroad Authority Board of Commissioners, and will also be posted online at that time.

Saint Paul River Balcony

presentation to:

Ramsey County Regional Rail Authority

September 22, 2015

Saint Paul River Balcony Master Plan



Vision : The Great River Park + The Development Framework



THE GREAT RIVER PARK
SAINT PAUL, MINNESOTA



Vision : Great River Passage

GREAT RIVER PASSAGE

more natural . more urban . more connected

A Master Plan for Saint Paul's 17 Miles of
Mississippi River Parklands



Vision : Great River Passage



The Saint Paul River Balcony . . . “will contribute to the economic vitality of Downtown and extend community life to the edge of the river. It will be comprised of a series of parks, linked by continuous broad pedestrian walkways that bring the City to the top of the bluff and the edge of the river.”

Saint Paul River Balcony : Public Engagement Strategy

Goal:

Ensure consistent communication, stakeholder outreach and project information updates at important milestone/decision points throughout the Master Plan and design process.

Project Review Team

Input from the Project Review Team, interested citizens and other community participants was sought through Public Open House events, focus topic roundtables and other venues. The Project Review Team included representatives from:

- + City of Saint Paul Staff (PED, Parks, Public Works, HPC)
- + Ramsey County Staff (RCRRA, Property Management)
- + Saint Paul Design Center
- + CapitolRiver Council
- + Science Museum of Minnesota
- + Public Art Saint Paul
- + Exeter Group
- + District Energy

Meeting Type + Purpose

Project Review Team Meetings + Design Review and Critique

Design Team Workshops + Discuss and Prepare Design Options

Focus Topic Roundtables + In-Depth Discussion and Resolution of Key Issues

Public Open House + Information Update and Public Input

History + Cultural Resources

St. Paul's River Balcony: A Land Use History and Review of Historic Resources

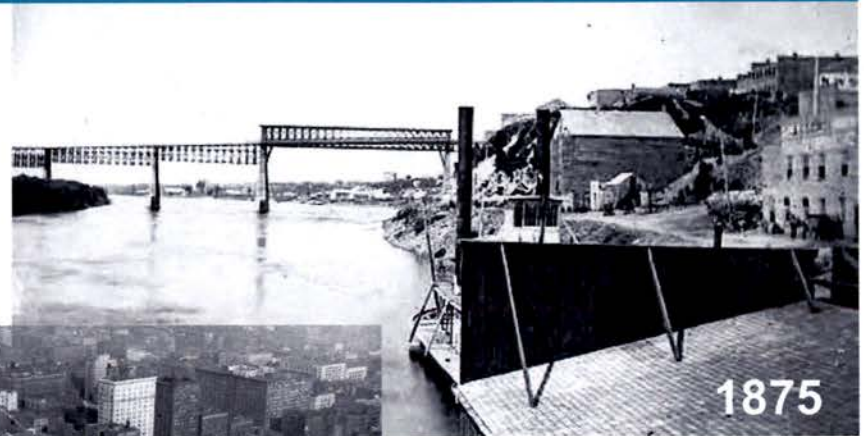


Prepared for the
City of St. Paul

by

Landscape Research LLC
St. Paul, MN

Draft
August 2015



Precedent Research : Access + Connections

OLYMPIC PARK SEATTLE, WA

Designer: Weiss/Manfredi

The park consists of a 9-acre outdoor sculpture museum and beach. Envisioned as a new urban model for sculpture parks, this project is located on Seattle's last undeveloped waterfront property – an industrial brownfield site sliced by train tracks and an arterial road. The design connects three separate sites with an uninterrupted Z-shaped "green" platform, descending forty feet from the city to the water, capitalizing on

views of the skyline and Elliott Bay, and rising over existing infrastructure to reconnect the urban core to the revitalized waterfront.

- 1 Moseley Park Entrance
- 2 The Valley
- 3 Gates Amphitheater
- 4 Mimi Gardner Gates Bridge



Budget: \$85 million
Date: 2007

Precedent Research : Parks + Trails + Open Space

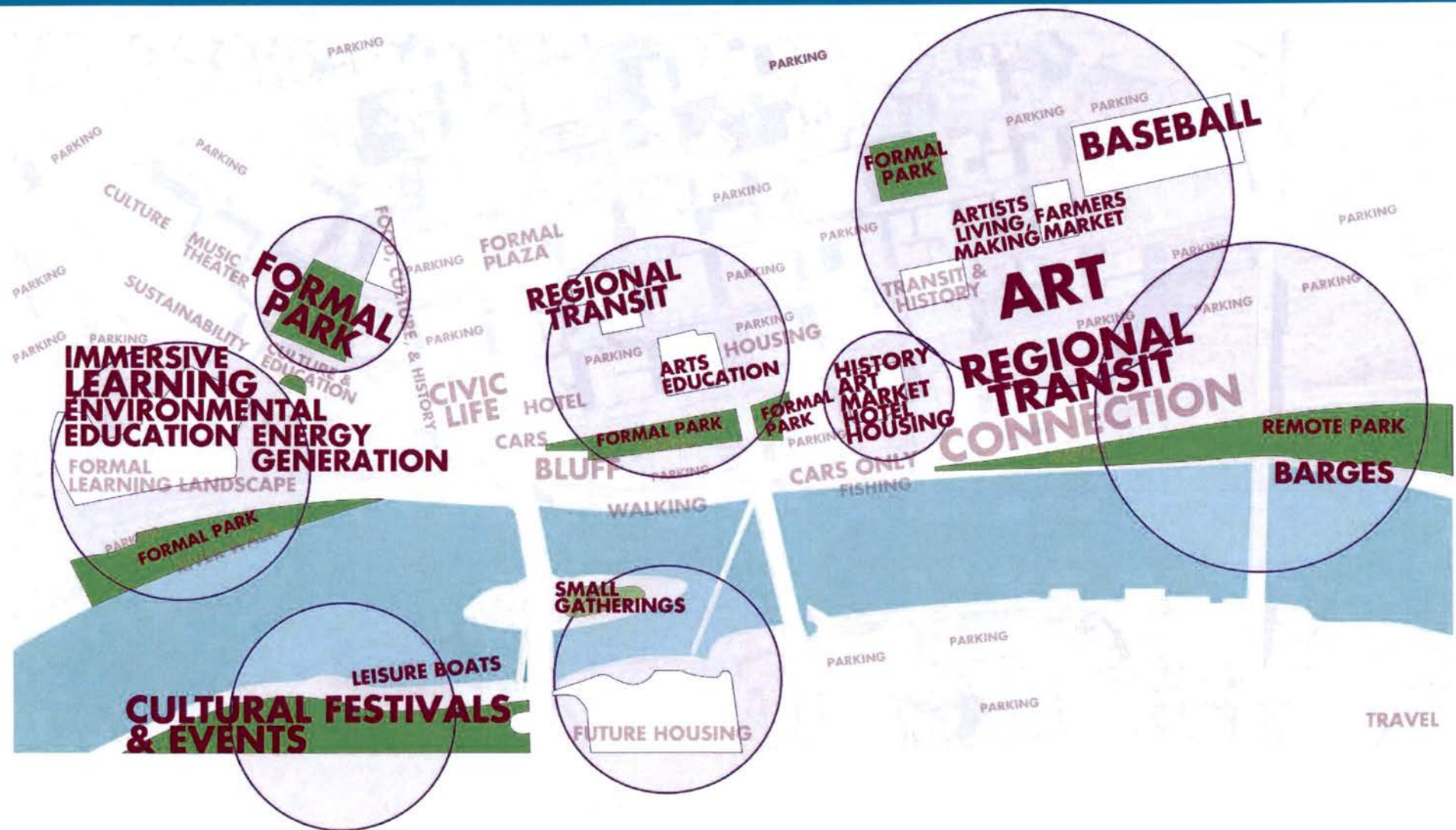
THE CITYDECK
GREEN BAY, WI
Designer: STOSS

- 1 Shopko Landing Extending toward Walnut Street
- 2 CityDeck Riverfront Boardwalk
- 3 Open Programming Runs Consistently Throughout the Site



Budget: \$14 million
Date: 2012

Study Area : Assets + Destinations



Approach : district response to the Great River (valley)



Concept Master Plan : Elements + Objectives

1_Natural Resources :

river systems and the urban ecology

- Integrate urban edge with natural systems (naturalize)
- Protect, restore, reconnect habitat
- Daylight streams, reveal historic drainage patterns and river reaches
- Provide river-based programming and identity

2_Parks + Trails + Open Space :

placemaking and a dynamic public realm

- Provide visual and physical connections to the river (people should see and touch it)
- Create signature place/primary destination in the city
- Create multi-functional greenways connecting to adjacent neighborhoods
- Integrate river-based recreational activities
- Provide a variety of places/spaces that invite large and small group use

3_Economic Development :

Land value and private sector investment

- Enhance property value, create the market and attract new development
- Building design compatible with surrounding city/environmental context
- Promote connectivity; integrate multi-modal transportation systems
- Development patterns reinforce river connections
- Identify, preserve and enhance critical river views
- Respect for value of the working river

4_Sustainability :

district systems and the 21st Century City

- Extend district energy, heating and cooling (explore Eco-District definition/components)
- Clean, store and reuse stormwater before release to the river
- Promote pedestrian and bicycle elements to reduce vehicle miles traveled
- Introduce opportunities for food production (green roof, public space, aqua/hydroponics)

5_Access + Connections :

linked assets and the Big Idea

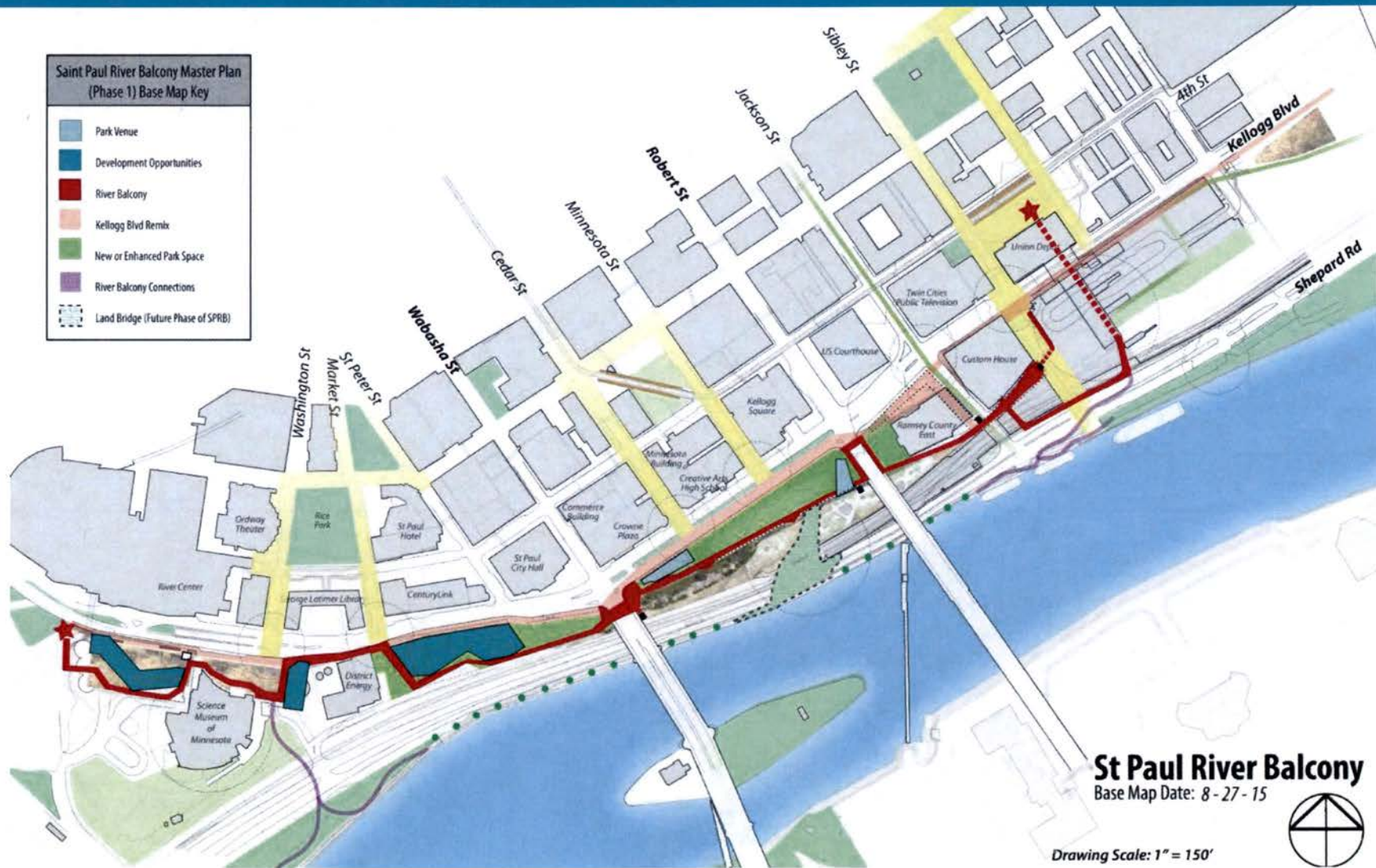
- Overcome barriers to river access (visual and physical)
- Provide pedestrian infrastructure and wayfinding

6_Art + History + Culture :

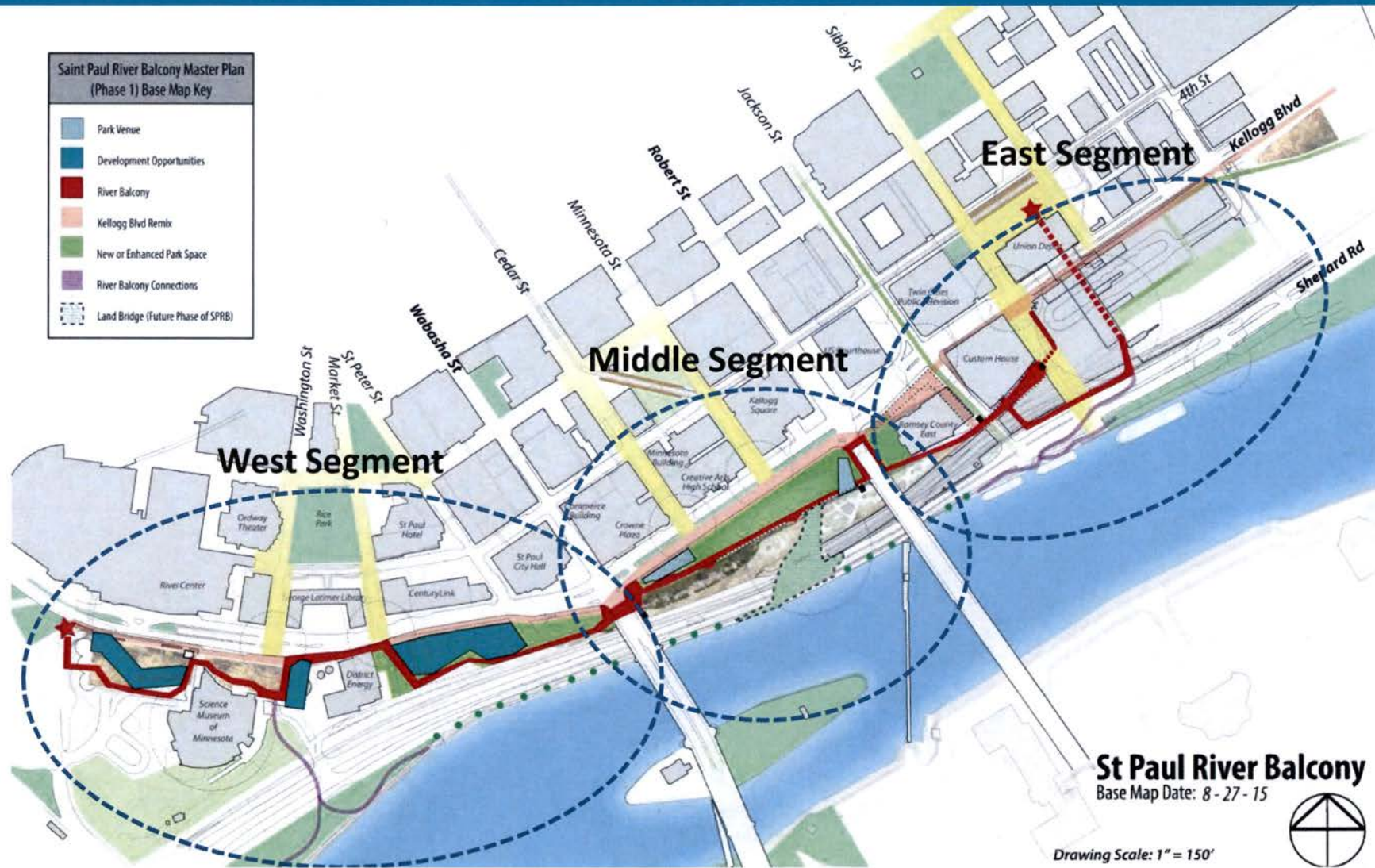
expression of what people take with them when they leave

- Celebrate river ecology, geology and history through art and interpretive programming

Concept Master Plan



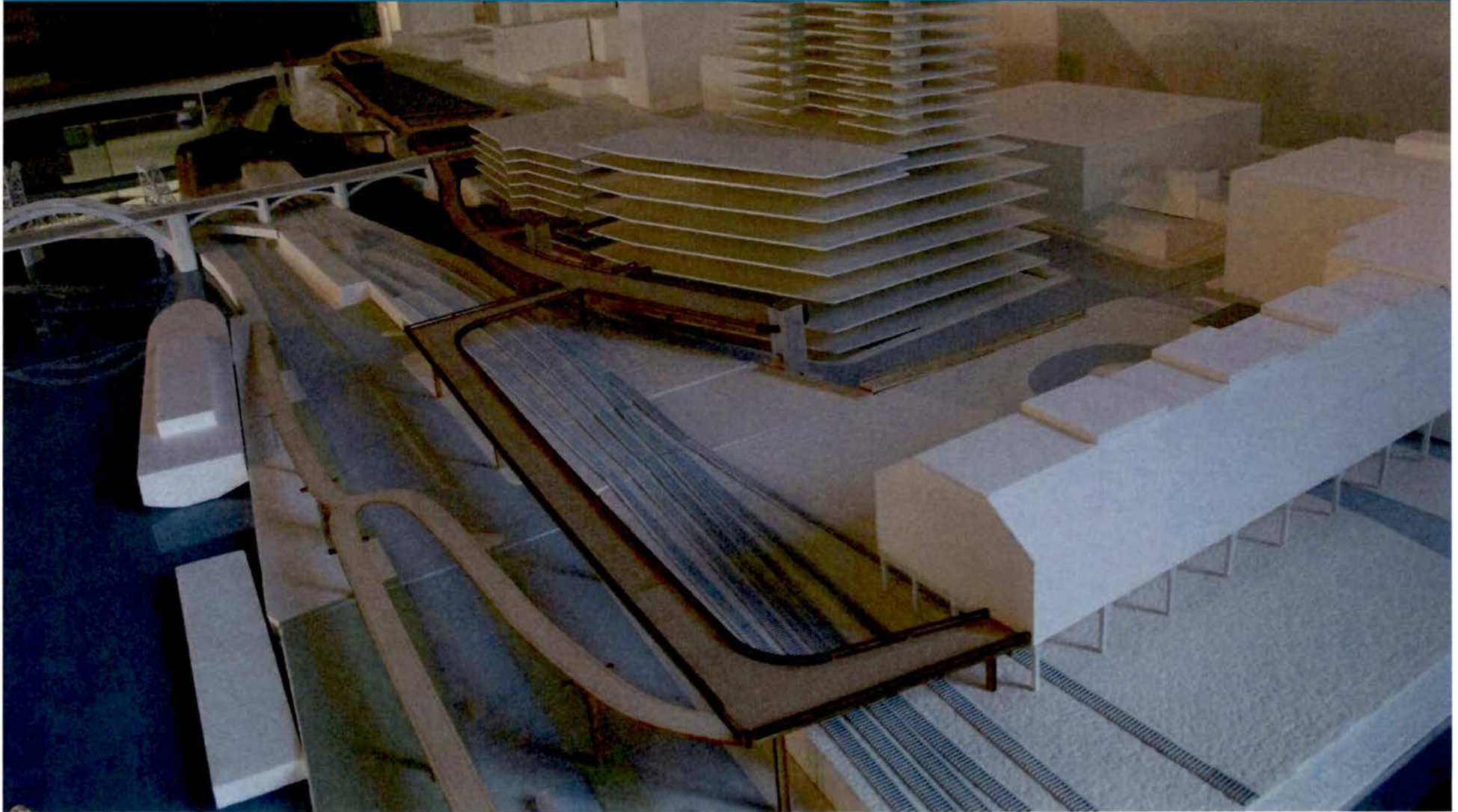
Concept Master Plan : The Three Segments



Concept Master Plan : Scale Model



Concept Master Plan : Scale Model

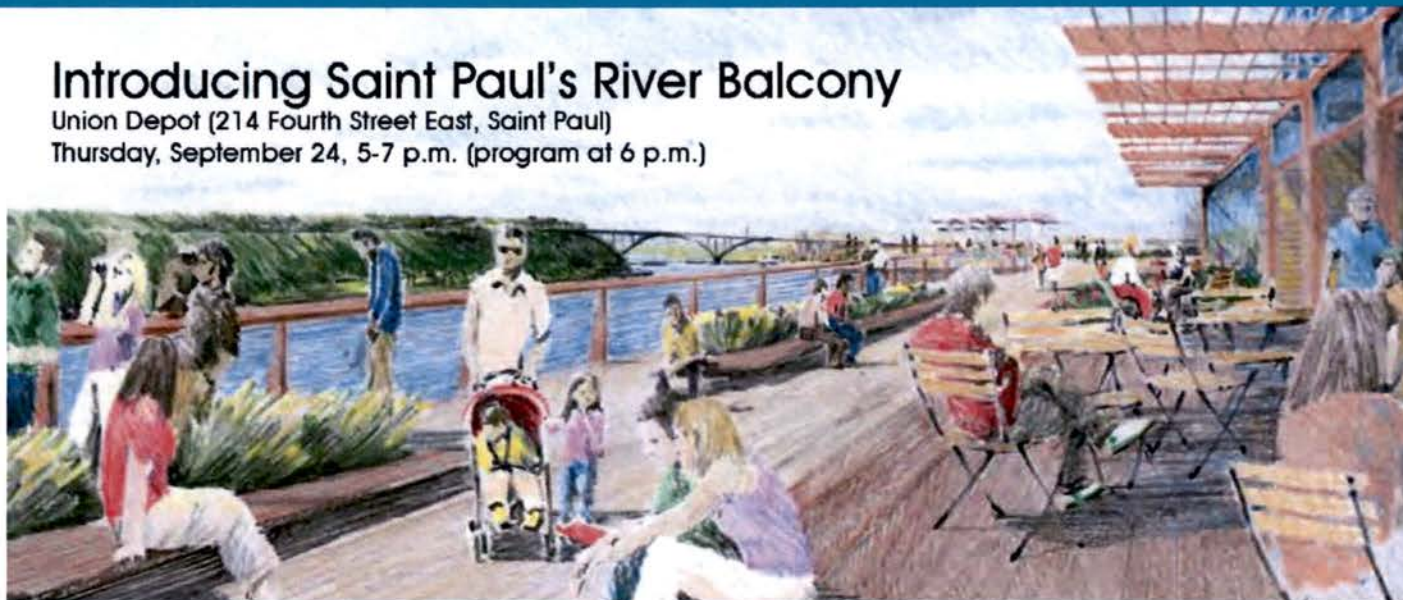


Concept Master Plan : Public Open House

Introducing Saint Paul's River Balcony

Union Depot (214 Fourth Street East, Saint Paul)

Thursday, September 24, 5-7 p.m. (program at 6 p.m.)



One of the most popular ideas to come out of the Great River Passage Plan is the River Balcony – a 1.5-mile elevated pedestrian path along the downtown river bluff from the Science Museum to the Union Depot. The River Balcony is envisioned as a premier location for people to gather, eat, shop, and reconnect to the Mississippi River.

Join us at an open house to learn more about the conceptual design of the River Balcony, view a table top model of the pathway, and give us your feedback on design, programming, public art, stormwater management, and economic development opportunities.

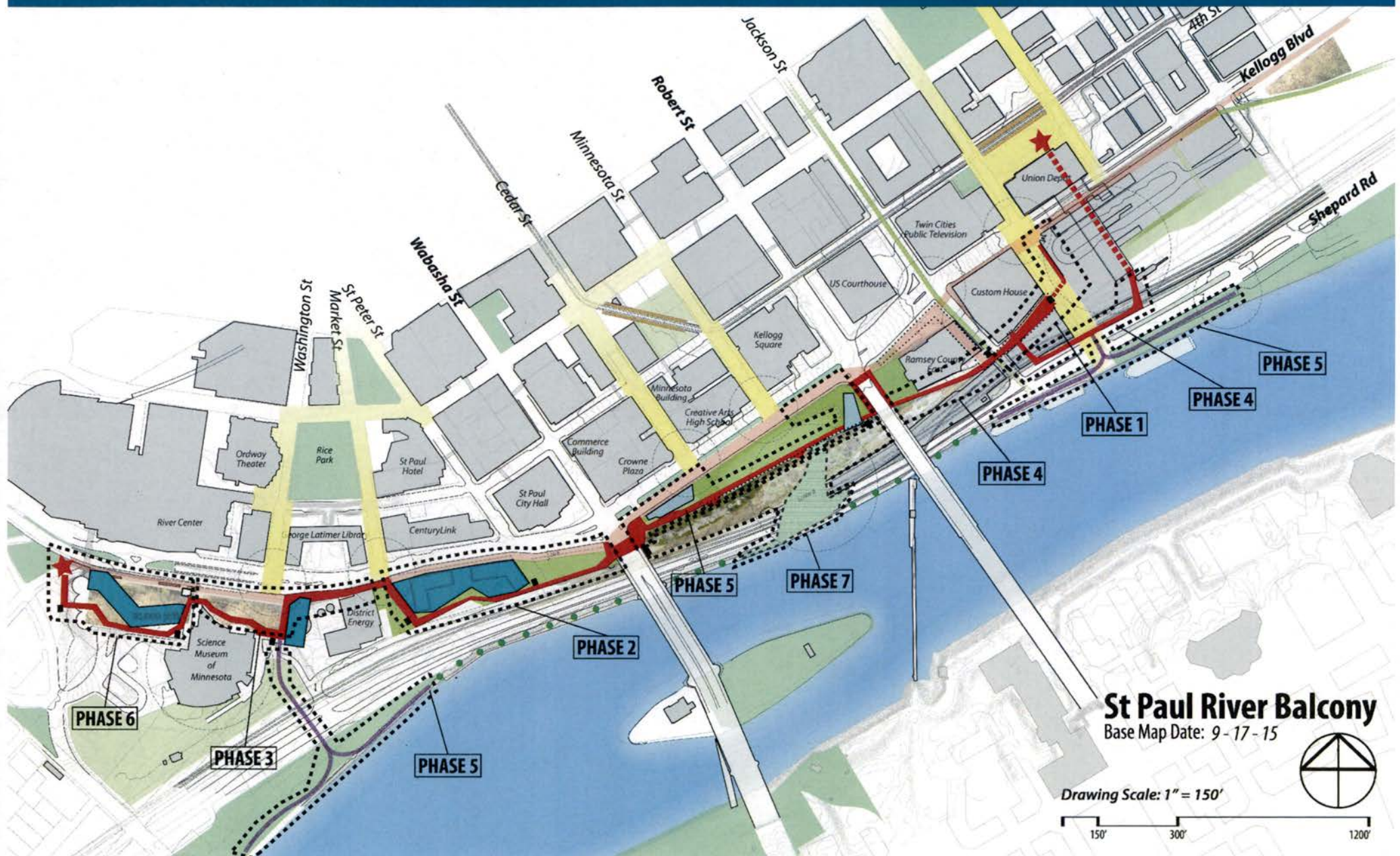
Part of Saint Paul's effort to create vibrant places and spaces

stpaul.gov/RiverBalcony



Saint Paul River Balcony

Preliminary Project Phasing



St Paul River Balcony

Base Map Date: 9-17-15

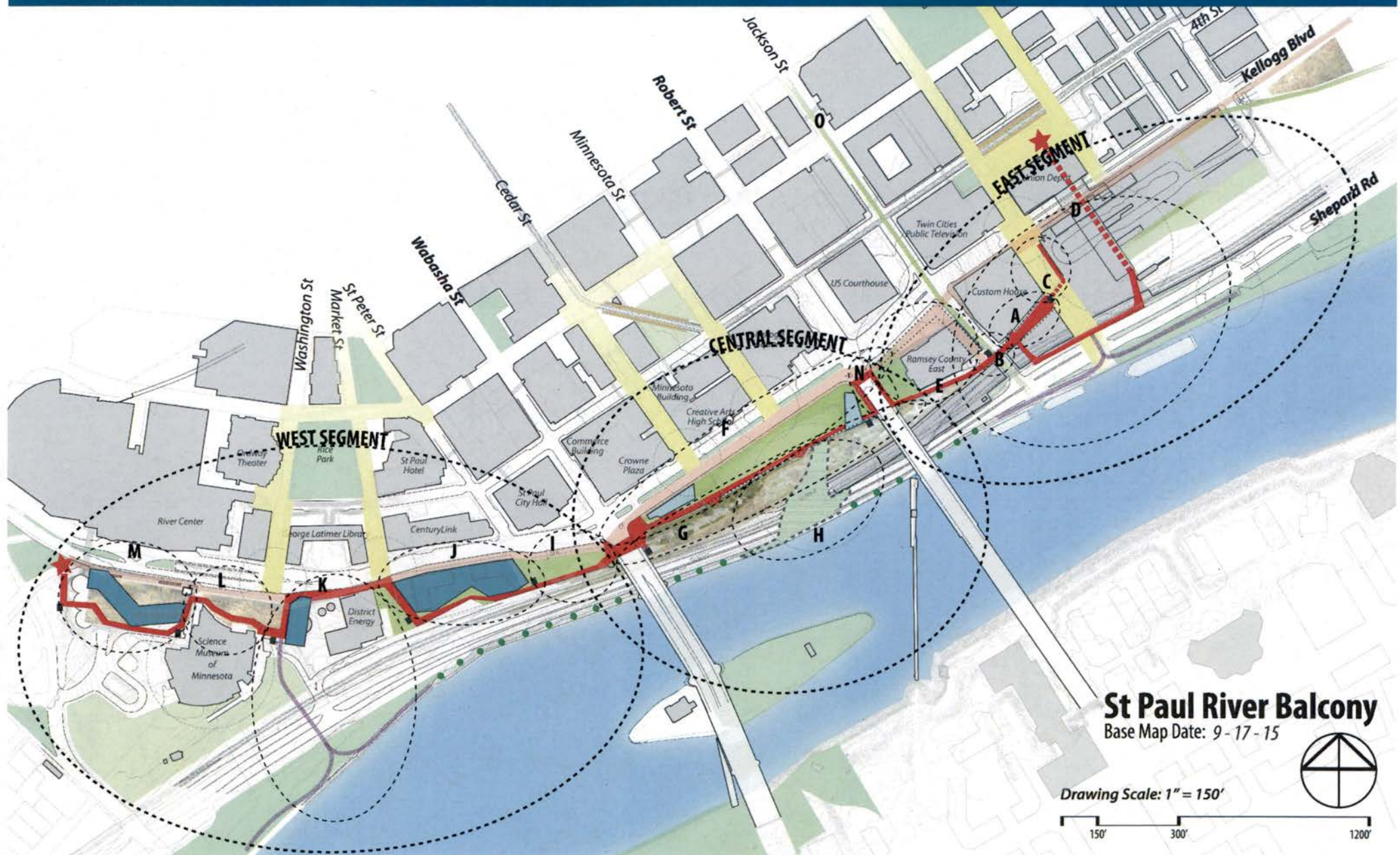
Drawing Scale: 1" = 150'

150' 300' 1200'



Saint Paul River Balcony

Project Breakdown and Implementation Checklist



**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-33

Committee: Regional Railroad Authority

Meeting Date: 9/22/2015

SUBJECT

Washington County CTIB Application for Red Rock Corridor Implementation Plan

REQUESTED ACTION

1. Support the submission of Washington County's 2015 grant application to the Counties Transit Improvement Board for the Red Rock Corridor Implementation Plan work in the amount of \$135,000.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors that benefit Ramsey County residents and businesses. The Metropolitan Council and the Counties Transit Improvement Board (CTIB) has identified the Red Rock Corridor for future transitway investments.

In 2012, the Red Rock Corridor Commission (Commission) completed an Alternatives Analysis Update (AAU) that built upon the previous alternatives analysis completed in 2007. The 2012 AAU incorporated new demographic and travel data for the study area, and the recommended improvements from the East Metro Rail Capacity Study conducted by the RCRRA. The AAU revisited a number of service options for previously studied commuter rail and express bus, and evaluated Bus Rapid Transit (BRT) alternatives to provide high frequency service from downtown Hastings to Union Depot with intermediate stops in Cottage Grove, Newport and St. Paul (Lower Afton Road). The BRT option rated the highest due to its all-day service, ridership potential, and cost effectiveness. The AAU developed an implementation plan to prioritize necessary steps for infrastructure development, policy changes and coordination efforts towards implementation of BRT service and improvement of existing express service.

Washington County is the lead agency for the Red Rock Corridor and is managing the pre-project development phase. Further refinement of planning activities, including a detailed implementation plan as outlined in the AAU, will result in the selection of a preferred alternative to advance into the environmental and project

development phases of transitway implementation. In 2014, the Red Rock Corridor Implementation Plan began with a budget of \$400,000. As the study has progressed, it has become clear that additional station area planning work along the corridor is needed. This work is needed due to additional stations being added in St. Paul Park, Cottage Grove and Hastings. Additionally, the proposed use of the Etna St., Earl St., and Mounds Blvd Gateway Corridor stations by Red Rock necessitates additional coordination. Finally, there is a desire to develop ridership estimates for an express bus service between Hastings, Newport and downtown Minneapolis to complement existing express bus service from Cottage Grove and Newport to downtown St. Paul.

The estimated cost for this additional work is \$150,000. Funding for the work will be provided through the Counties Transit Improvement Board (CTIB) and the Red Rock Corridor Commission. CTIB funding will be provided through Washington County's CTIB guarantee and will cover 90% (\$135,000) of the \$150,000. The remaining local match of 10% will be provided through the Red Rock Corridor Commission's budget. Because the contract amendment will not be executed until 2016, the local \$15,000 match will come from 2016 Red Rock Corridor Commission membership dues.

BUDGETARY IMPACT

Ramsey County Regional Railroad Authority's share of the 10% local match will be \$5,625 and will be funded through RCRRA's 2016 proposed Red Rock Corridor Commission membership dues.

Washington County intends to submit a grant application to CTIB for its \$135,000 share of the study cost.

COUNTY MANAGER COMMENTS

The Red Rock Corridor is key to the development of a transitway network connecting Ramsey County residents and businesses to the larger Twin Cities Metropolitan Area.

PREVIOUS ACTION

On September 2, 2014, by Resolution # R14-23, the Ramsey County Regional Railroad Authority supported the submission of Washington County grant application for Counties Transit Improvement Board funding for Red Rock Pre-Project Development and authorization of funds for Ramsey County Regional Railroad Authority share of local match.

On May 6, 2014, by Resolution # R14-14, the Ramsey County Regional Railroad Authority supported the findings of the Red Rock Corridor Alternatives Analysis Study, dated February 27, 2014, which rated BRT the highest option due to its all-day service, ridership potential, and cost effectiveness.

Washington County CTIB Application for Red Rock Corridor Implementation Plan

ATTACHMENTS

1. Draft Resolution

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority has supported the Red Rock Corridor Project through its Pre-Project Development phase; and

WHEREAS, With the completion of the Alternatives Analysis Update in spring of 2012, the Red Rock Corridor needs further refined planning work before defining a preferred alternative and advancing in the transit project development process; and

WHEREAS, Washington County is the project sponsor and is responsible for delivering the Red Rock Corridor project on schedule; and

WHEREAS, Washington County intends to submit a capital grant application to the Counties Transit Improvement Board for 2015 for \$135,000 to advance the Red Rock Corridor; and

WHEREAS, The grant application's local match of \$15,000 payment will be provided by the Red Rock Corridor Commission through payments from Washington County, Ramsey County Regional Railroad Authority and Dakota County consistent with the Red Rock Corridor Commission's Joint Powers Agreement. Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the submission of Washington County's 2015 grant application to the Counties Transit Improvement Board for Red Rock Corridor Implementation Plan work in the amount of \$135,000.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-32

Committee: Regional Railroad Authority

Meeting Date: 9/22/2015

SUBJECT**Washington County CTIB Application for Gateway Corridor Project Support Activities****REQUESTED ACTION**

1. Support the submission of Washington County's 2015 grant application to the Counties Transit Improvement Board for grants payable in 2016 for the Gateway Corridor Project Support Activities in the amount of \$1,350,000 in guaranteed funds.
2. Authorize the expenditure of \$75,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors that benefit Ramsey County residents and businesses. The Metropolitan Council and the Counties Transit Improvement Board (CTIB) have identified the Gateway Corridor for future transitway investments.

The Gateway Corridor is a planned transitway approximately 12 miles in length in Ramsey and Washington Counties. The corridor runs generally parallel to I-94, connecting Union Depot in downtown St. Paul with its East Side neighborhoods and the suburban communities of Maplewood Landfall, Oakdale, Lake Elmo and Woodbury. Currently, there is limited transit service throughout the day in the Gateway Corridor. The purpose of the Gateway Corridor project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the travelling public within the project area.

The Gateway Corridor Alternatives Analysis was completed in 2013 and is a comparison of the benefits, costs, and impacts of a range of transit modes including light rail, commuter rail, bus rapid transit and express bus alternatives. The conclusion of the Alternatives Analysis was to retain two alternatives for study in the Draft Environmental Impact Statement (DEIS): Light Rail Transit (LRT) along I-94

and Hudson Road, and Bus Rapid Transit (BRT) in a dedicated guideway also along I-94 and Hudson Road.

The Gateway Corridor Locally Preferred Alternative (LPA) was chosen by the Gateway Corridor Commission in September 2014. The LPA is a general description of the transit mode and route to be further evaluated and refined before entering Project Development. On July 24, 2014, the Gateway Corridor Commission passed a resolution in support of the BRT alternative in a general alignment known as A-B-C-D2-E2 as the LPA for the Gateway Corridor Project. The Ramsey County Regional Railroad Authority held a public hearing on the LPA selection on September 9, 2014 and adopted a resolution of support for the LPA on September 23, 2014.

Washington County is the lead agency for the Gateway Corridor project and is managing the preparation of the Draft Environmental Impact Statement (DEIS) and expects to complete the DEIS in December 2015. The process to transition the project to the State of Minnesota as the lead agency for the Project Development (PD) phase is expected to begin in early 2016. Washington County has identified a need to fund additional work during the transition period and throughout the year. This additional work may include additional internal staffing and consultant resources to support the project's entry into Project Development, additional environmental and permit coordination, station area planning, including assistance to local communities, and ongoing public engagement. The estimated cost for these project support activities is \$1,500,000 and is scheduled to begin in early 2016. Funding will be provided by the Counties Transit Improvement Board (CTIB) through Washington County's CTIB guarantee. CTIB grants require a 10% local match. Ramsey County is a member of CTIB. The Washington County Regional Railroad Authority and the Ramsey County Regional Railroad Authority will provide the local match consistent with the Gateway Corridor Joint Powers Agreement. The local match is as follows:

Washington County RRA - \$75,000
Ramsey County RRA - \$75,000

In order to access its guaranteed funds, Washington County has submitted a grant application to CTIB for \$1,350,000 in guaranteed funds for its share of the DEIS cost. As part of the grant application process, CTIB requests resolutions of support from the participating counties.

Funding for the RCRRA's share of implementation plan costs is available in the 2015 RCRRA operating budgets.

COUNTY MANAGER'S COMMENTS:

The Gateway Corridor is key to the full development of a connected regional transitway network; connecting Ramsey County residents to jobs, and businesses to workers and customers, in Washington County and to the larger Twin Cities Metropolitan Area.

PREVIOUS ACTION:

1. March 17, 2009: Ramsey County Regional Railroad Authority passed resolution R09-09 approving the I-94 Corridor Joint Powers Agreement, authorizes a payment in an amount not to exceed \$500,000 for its share of the cost of the agreement and appoints Commissioner Victoria Reinhardt as the I-94 Corridor Commission representative for 2009.
2. June 7, 2011: Ramsey County Regional Railroad Authority passed resolution R11-18 approving a work scope amendment to include an eighth alternative for analysis and authorizing payment in the amount of \$40,000 for its share of the additional work.
3. June 7, 2011: Ramsey County Regional Railroad Authority passed resolution R11-19 approving an agreement with the Metropolitan Council establishing the Corridors of Opportunity Gateway Corridor Project (later known as Fostering an East Side Transit Conversation).
4. May 22, 2012: Ramsey County Regional Railroad Authority passed resolution R12-26 approving payment of \$80,000 to amend the Alternatives Analysis to include additional analysis of the build alternatives.
5. September 2, 2014: Ramsey County Regional Railroad Authority passed resolution R14-24 supporting the submission of Washington County's 2014 grant application to the Counties Transit Improvement Board for grants payable in 2015 for the Gateway Corridor Pre-Project Development Study in the amount of \$540,000 in guaranteed funds and authorizes the expenditure of \$30,000 to provide Ramsey County Regional Railroad Authority's share of the local match.
6. September 23, 2014: Ramsey County Regional Railroad Authority passed resolution R14-28 in support of the selection of Bus Rapid Transit in a dedicated guideway as the Locally Preferred Alternative in alignment A-B-C-D2-E2 as chosen by the Gateway Corridor Commission.

ATTACHMENTS:

1. Draft Resolution

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority has supported the Gateway Corridor Project through its Alternative Analysis and into its Draft Environmental Impact Statement phases; and

WHEREAS, With the completion of the Draft Environmental Impact Statement anticipated in December 2015, the Gateway Corridor Project needs additional work to ensure proper transition to the State of Minnesota as the lead agency for the Project Development phase; and

WHEREAS, Washington County is the project sponsor and is responsible for delivering the Gateway Corridor on schedule, and

WHEREAS, Washington County has submitted a capital grant application to the Counties Transit Improvement Board in 2015, payable in 2016, for \$1,350,000 in guaranteed funds to advance the Gateway Corridor, and

WHEREAS, The grant application will be matched by a \$150,000 payment from the Washington County Regional Railroad Authority and the Ramsey County Regional Railroad Authority. Now, Therefore, Be It

RESOLVED, The Ramsey County Board of Commissioners supports the submission of Washington County's 2015 grant application to the Counties Transit Improvement Board for grants payable in 2016 for the Gateway Corridor Project Support Activities in the amount of \$1,350,000 in guaranteed funds; And, Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the expenditure of \$75,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-31

Committee: Regional Railroad Authority

Meeting Date: 9/22/2015

SUBJECT**Washington County CTIB application for Gateway Corridor Project Development****REQUESTED ACTION**

1. Support the submission of Washington County's 2015 grant application to the Counties Transit Improvement Board for Gateway Corridor Project Development in the amount of \$5,400,000.
2. Authorize the expenditure of \$900,000 to provide Ramsey County Regional Railroad Authority's share of the local match.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors that benefit Ramsey County residents and businesses. The Metropolitan Council and the Counties Transit Improvement Board (CTIB) have identified the Gateway Corridor for future transitway investments.

The Gateway Corridor is a planned transitway approximately 12 miles in length in Ramsey and Washington Counties. The corridor runs generally parallel to I-94, connecting Union Depot in downtown St. Paul with its East Side neighborhoods and the suburban communities of Maplewood Landfall, Oakdale, Lake Elmo and Woodbury. Currently, there is limited transit service throughout the day in the Gateway Corridor. The purpose of the Gateway Corridor project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the travelling public within the project area.

The Gateway Corridor Alternatives Analysis was completed in 2013. It compares the benefits, costs, and impacts of a range of transit modes including light rail, commuter rail, bus rapid transit and express bus alternatives. The conclusion of the Alternatives Analysis was to retain two alternatives for study in the Draft Environmental Impact Statement (DEIS): Light Rail Transit (LRT) along I-94 and Hudson Road, and Bus Rapid Transit (BRT) in a dedicated guideway also along I-94 and Hudson Road.

Washington County CTIB application for Gateway Corridor Project Development

The Gateway Corridor Locally Preferred Alternative (LPA) was chosen by the Gateway Corridor Commission in September 2014. The LPA is a general description of the transit mode and route to be further evaluated and refined before entering Project Development. On July 24, 2014, the Gateway Corridor Commission passed a resolution in support of the BRT alternative in a general alignment known as A-B-C-D2-E2 as the LPA for the Gateway Corridor Project. The Ramsey County Regional Railroad Authority held a public hearing on the LPA selection on September 9, 2014 and adopted a resolution of support for the LPA on September 23, 2014.

Washington County is the lead agency for the Gateway Corridor project and is managing the preparation of the Draft Environmental Impact Statement (DEIS), which is expected to be completed in December 2015. The process to transition the project to the State of Minnesota as the lead agency for the Project Development (PD) phase is expected to begin in early 2016. The estimated cost for the first year of the Project Development work is \$10,000,000. Washington County received a grant from CTIB in 2014 in the amount of \$540,000 to fund the first two months of the PD phase of work. This grant was matched with \$460,000 by the state of Minnesota, Washington County and by the Ramsey County Regional Railroad Authority for a total of \$1,000,000, to provide funding for the first two months of the Project Development work. The cost for the remainder of the year one work is \$9,000,000. Washington County is requesting a grant from CTIB in the amount of \$5,400,000 to fund the work, to be matched by \$1,800,000 in remaining state bond funds designated for the Gateway Corridor and the CTIB required 40% local match.

Counties Transit Improvement Board	\$5,400,000
State of Minnesota	\$1,800,000
Washington County	\$900,000
Ramsey County	\$900,000
TOTAL	\$9,000,000

COUNTY MANAGER'S COMMENTS:

The Gateway Corridor is key to the full development of a connected regional transitway network; connecting Ramsey County residents to jobs and businesses to workers and customers in Washington County and to the larger Twin Cities Metropolitan Area.

BUDGETARY IMPACT:

The Washington County Regional Railroad Authority and the Ramsey County Regional Railroad Authority will provide the local match consistent with the Gateway Corridor Joint Powers Agreement. The local match is as follows:

Washington County RRA - \$900,000
Ramsey County RRA - \$900,000

Washington County CTIB application for Gateway Corridor Project Development

In order to access its guaranteed funds, Washington County intends to submit a grant application to CTIB for \$5,400,000 to fund the remainder of year one of the two-year PD phase of work. As part of the grant application process, CTIB requests resolutions of support from the participating counties. Ramsey County is a member of CTIB.

Funding for the RCRRA's share of implementation plan costs is available in the 2015 Gateway Corridor Capital Project Budget.

PREVIOUS ACTION:

1. March 17, 2009: Ramsey County Regional Railroad Authority passed resolution R09-09 approving the I-94 Corridor Joint Powers Agreement, authorizes a payment in an amount not to exceed \$500,000 for its share of the cost of the agreement and appoints Commissioner Victoria Reinhardt as the I-94 Corridor Commission representative for 2009.
2. June 7, 2011: Ramsey County Regional Railroad Authority passed resolution R11-18 approving a work scope amendment to include an eighth alternative for analysis and authorizing payment in the amount of \$40,000 for its share of the additional work.
3. June 7, 2011: Ramsey County Regional Railroad Authority passed resolution R11-19 approving an agreement with the Metropolitan Council establishing the Corridors of Opportunity Gateway Corridor Project (later known as Fostering an East Side Transit Conversation).
4. May 22, 2012: Ramsey County Regional Railroad Authority passed resolution R12-26 approving payment of \$80,000 to amend the Alternatives Analysis to include additional analysis of the build alternatives.
5. September 2, 2014: Ramsey County Regional Railroad Authority passed resolution R14-24 supporting the submission of Washington County's 2014 grant application to the Counties Transit Improvement Board for grants payable in 2015 for the Gateway Corridor Pre-Project Development Study in the amount of \$540,000 in guaranteed funds and authorizes the expenditure of \$30,000 to provide Ramsey County Regional Railroad Authority's share of the local match.
6. September 23, 2014: Ramsey County Regional Railroad Authority passed resolution R14-28 in support of the selection of Bus Rapid Transit in a dedicated guideway as the Locally Preferred Alternative in alignment A-B-C-D2-E2 as chosen by the Gateway Corridor Commission.

ATTACHMENTS

1. Draft Resolution Washington County CTIB Application for Gateway Project Development

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority has supported the Gateway Corridor Project through its Alternatives Analysis and Pre-Project Development phases; and

WHEREAS, With the completion of the Draft Environmental Impact Statement and Pre-Project Development work, the Gateway Corridor project will enter the Project Development phase; and

WHEREAS, Washington County is the project sponsor and is responsible for delivering the Gateway Corridor project on schedule; and

WHEREAS, Washington County is requesting a grant from Counties Transit Improvement Board in the amount of \$5,400,000 to fund the remainder of year one of the two-year Project Development phase of work; and

WHEREAS, The grant application will be matched by \$1,800,000 in remaining state bond funds designated for the Gateway Corridor; and

WHEREAS, The Counties Transit Improvement Board requires a 40% local match; and

WHEREAS, The Washington County Regional Railroad Authority and the Ramsey County Regional Railroad Authority will provide the local match consistent with the Gateway Corridor Joint Powers Agreement; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the submission of Washington County's 2015 grant application to the Counties Transit Improvement Board for Gateway Corridor Project Development in the amount of \$5,400,000; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the expenditure of \$900,000 to provide the Ramsey County Regional Railroad Authority's share of the local match.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-27

Committee: Regional Railroad Authority

Meeting Date: 9/22/2015

SUBJECT

RCRRA 2015 Funding Commitment to Minnesota High Speed Rail Commission

REQUESTED ACTION

1. Accept the Minnesota High Speed Rail Commission's 2015 Budget.
2. Approve the Ramsey County Regional Railroad Authority's payment of \$15,795 to the Minnesota High Speed Rail Commission as its funding commitment to the 2015 budget.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

The Minnesota High Speed Rail Corridor begins in downtown St. Paul at Union Depot and extends southeast along the Canadian Pacific Railway track to La Crescent, MN, enters Wisconsin and continues to Milwaukee and Chicago. Amtrak uses the Corridor for its Empire Builder passenger train between the Twin Cities and Chicago/Seattle. The Midwest Regional Rail Initiative identifies the Corridor as the high speed connection between the Twin Cities and Chicago and the federal governmental designated it as the Twin Cities to Chicago high-speed rail corridor.

The Ramsey County Regional Railroad Authority (RCRRA) adopted the Minnesota High Speed Rail Joint Powers Agreement (Agreement) on April 28, 2009, which created the Minnesota High Speed Rail Commission. The purpose of the Commission is to bring together regional railroad authorities and cities to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, construction and operation of an integrated rail transportation system within the Corridor, and also consider the associated land use and development impacts.

RCRRA 2015 Funding Commitment to Minnesota High Speed Rail Commission

RCRRA is a Financial Party to the Joint Powers Agreement and agreed to pay a portion of the Commission's yearly activities. RCRRA serves as the Commission's fiscal agent.

The Commission adopted its 2015 Work Plan and budget of \$65,000 on January 8, 2015. The Commission identified \$26,325, as RCRRA's 2015 funding commitment. The Commission will use \$26,000 in unexpended previous years' appropriations to offset 2015 member funding commitments. The offset reduces RCRRA's 2015 commitment by \$10,530, resulting in a total funding commitment for RCRRA for 2015 of \$15,795. The Commission's Bylaws require that each Financial Party's funding commitment be approved by the respective Financial Party's Board.

BUDGETARY IMPACT

The Minnesota High Speed Rail Commission adopted its 2015 Work Plan and budget of \$65,000 on January 8, 2015. The Minnesota High Speed Rail Commission identified \$26,325, as RCRRA's 2015 funding commitment. The Commission will use \$26,000 in unexpended previous years' appropriations to offset 2015 member funding commitments. The offset reduces RCRRA's 2015 commitment by \$10,530, resulting in a total funding commitment for RCRRA for 2015 of \$15,795. The Commission's Bylaws require that each Financial Party's funding commitment be approved by the respective Financial Party's Board.

COUNTY MANAGER COMMENTS

The Bylaws require that a yearly budget be approved by the Minnesota High Speed Rail Commission and that each Financial Party's funding commitment be approved by the respective Financial Party's Board. Approval of this payment of \$15,795 will allow work to continue on the Minnesota High Speed Rail Corridor which will ultimately provide high speed rail service from the Twin Cities to Chicago.

PREVIOUS ACTION

September 23, 2014, Resolution R14-27 approved a payment of \$15,795 to the Minnesota High Speed Rail Commission for its portion of the 2014 Commission budget.

May 7, 2013, Resolution R13-16 approved a payment of \$17,625 to the Minnesota High Speed Rail Commission for its portion of the 2013 Commission budget.

February 7, 2012, Resolution R12-09 approved a payment of \$17,625 to the Minnesota High Speed Rail Commission for its portion of the 2012 Commission budget.

RCRRA 2015 Funding Commitment to Minnesota High Speed Rail Commission

On April 5, 2011, Resolution R11-14 approved a payment of \$17,625 to the Minnesota High Speed Rail Commission for its portion of the 2011 Commission budget.

March 16, 2010, Resolution R10-23 approved a payment of \$13,748 to the Minnesota High Speed Rail Commission for its portion of the 2010 Commission budget.

September 1, 2009, Resolution R09-33 approved a payment of \$21,150 to the Minnesota High Speed Rail Commission for its portion of the 2009 Commission budget.

ATTACHMENTS

1. Draft Resolution RCRRA 2015 Funding Commitment to the Minnesota High Speed Rail Commission
2. R09-34 Financial Services Agreement with MN HSR Commission
3. 2015 Final Work Plan and Budget

Draft Resolution

WHEREAS, The Minnesota High Speed Rail Corridor begins in downtown St. Paul at Union Depot and extends southeast along the Canadian Pacific Railway track to La Crescent, enters Wisconsin and continues to Milwaukee and Chicago; and

WHEREAS, Amtrak uses the corridor for its Empire Builder passenger train between the Twin Cities and Chicago/Seattle; and

WHEREAS, The Midwest Regional Rail Initiative identifies the Corridor as the high speed connection between the Twin Cities and Chicago and the federal governmental designated as the Twin Cities to Chicago high-speed rail corridor; and

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

WHEREAS, Adoption of the Joint Powers Agreement created the Minnesota High Speed Rail Commission which has the purpose of bringing together regional railroad authorities and cities to cooperatively advocate for and analyze the feasibility, environmental impacts, engineering, construction and operation of an integrated rail transportation system within the Corridor, along with the associated land use and development impacts; and

WHEREAS, The Ramsey County Regional Railroad Authority is a Financial Party to the Joint Powers Agreement; and further agreed to pay a portion of the Commission's yearly activities; and

WHEREAS, The Ramsey County Regional Railroad Authority is the Fiscal Agent for the Commission; and

WHEREAS, The Minnesota High Speed Rail Commission adopted its 2015 Work Plan and total budget of \$65,000 on January 8, 2015; and identified \$26,325, or 40.50% as the Ramsey County Regional Railroad Authority funding commitment; and

WHEREAS, The Minnesota High Speed Rail Commission identified the use of \$26,000 in the Commission's fund balance to offset 2015 member funding commitments; and

WHEREAS, The use of the Commission's fund balance reduces the Ramsey County Regional Railroad Authority commitment by \$10,530, resulting in a total funding commitment of \$15,795; NOW, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority hereby accepts the Minnesota High Speed Rail Commission's 2015 Budget; And Be It Further

46 RESOLVED, The Ramsey County Regional Railroad Authority approves a
47 payment of \$15,795 to the Minnesota High Speed Rail Commission as its funding
48 commitment to the 2015 Budget; And Be It Further
49

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

RESOLUTION

Board of Ramsey County Regional Railroad Authority

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

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

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

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

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

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

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

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

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

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

Ramsey County Regional Railroad Authority

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

Jim McDonough, Chair

By: Tony Bennett
Tony Bennett, Secretary



Minnesota High-Speed Rail Commission

2015 Final Work Plan and Budget

1. General Activities

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

- Monitor the progress of high-speed rail activities in the United States and the Midwest.
- Monitor progress and offer guidance on high-speed rail studies involving the River Route.
- Monitor progress and offer guidance on studies for additional passenger rail service along the River Route.
- Monitor progress and offer guidance on freight rail studies involving the River Route
- Coordinate with MnDOT on high-speed, passenger, and freight rail studies that impact the River Route.
- Coordinate with other interested parties on high-speed, passenger and freight rail improvements throughout the United States.
- Offer formal comments on high-speed rail studies and state and federal policy as needed.
- Work for the seamless integration of high-speed rail into the River Route's municipalities' comprehensive plans.
- Offer guidance and assistance to municipalities, MnDOT, Metropolitan Council, freight railroads, and others for the advancement of high-speed rail along the River Route.

General Activities will be led by commission staff working with agency staff to advise the commission on when its involvement is needed.

2. Advocacy and Legislative Coordination

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

- Inform legislators of the need for high-speed rail service.
- Inform legislators of the need for high-speed rail service along the River Route.
- Inform legislators on the benefit of and need for increased freight rail capacity along the River Route.

- Advocate for increased funding to improve and expand the existing Amtrak passenger rail service along the River Route.
- Advocate for increased funding to improve freight rail infrastructure along the River Route.
- Coordinate legislative initiatives with impacted freight railroads, the Prairie Island Indian Community, the Counties Transit Improvement Board, MnDOT the Metropolitan Council, the La Crosse Area Planning Committee, Amtrak, other high-speed passenger rail corridors, and other impacted parties.
- Coordinate legislative initiatives with the Red Rock Corridor Commission for those initiatives that impact both Corridors.
- Coordinate legislative initiatives with partner agencies for those initiatives that impact the River Route.
- Establish positions on state and federal legislative initiatives that affect the River Route.
- Encourage Minnesota and Wisconsin to continue advancing the Milwaukee to Twin Cities portion of the Twin Cities to Chicago high-speed rail corridor through design and into construction.
- Attend regional/national conferences to educate members on high-speed rail and its impact on mobility, the economy, and built environment.
- Host joint meetings and forums with high-speed rail advocates to encourage the implementation of high-speed rail along the River Route.
- Advocate for the continued analysis of high-speed rail along the River Route and work to strengthen the conclusions of the Minnesota State Rail Plan which identified the River Route as a priority high speed rail corridor.
- Advocate for a multimodal transportation system that improves mobility through connecting corridor communities without stations to each other and to communities with stations.
- Advocate for rail safety improvements including at-grade crossings and track upgrades.
- Advocate for increased passenger rail service between the Twin Cities and Chicago in addition to high-speed rail service.
- Seek membership in similar advocacy organizations such as the Midwest High Speed Rail Association and Go Rail.

Advocacy and Legislative Coordination Activities will be led by commission staff working with the Chair to identify which items merit commission involvement. If commission involvement is merited, and time allows, the items will be brought to the commission for discussion. If time does not allow, the Chair will determine whether or not the commission shall be involved. In all instances, the Chair shall be the spokesperson for the commission.

3. Public Engagement

The Commission's public engagement activities will be developed to increase public awareness of high speed rail, high-speed rail along the River Route, the Commission, the larger Midwest Regional Rail Initiative, the importance of investing in high-speed rail and

existing passenger rail service. These activities will be separate from, but coordinated with the MnDOT's public involvement activities related to the implementation of the completed Minnesota State Rail Plan, the ongoing Tier One Environmental Impact Statement for the Twin Cities to Milwaukee corridor and MnDOT's Second Train Frequency Study.

Specific Commission activities will include:

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

Public Involvement Activities will be led by commission staff working with the commission's public communications consultant. Public involvement strategies will continue to be discussed with the Chair before being brought to the commission.

4. Management, Policy, and Administrative Activities

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

- Prepare and adopt the 2015 Work Plan and Budget.
- Review insurance needs and procure appropriate insurance.
- Provide Commission and staff administration. • Manage Commission expenses.

Management, Policy, and Administrative Activities will be led by commission staff. The deliverables will continue to be brought before the commission for their approval.

5. Optional Activities

Activities that could be undertaken in full or in part by the commission in 2014 or future years.

Commission Communications

A commission led effort to increase public awareness of the corridor. Activities include engaging consultant(s) to revise the commission's website, complete a survey of corridor residents and businesses, and engage in business outreach.

- **Website**
Revise the commission's website to include more interactive elements to encourage repeat visits to the site, additional awareness and understanding of the benefits of implementing high-speed rail, and to allow visitors to gain a better understanding of the communities along the corridor.
- **Survey**
Complete a survey of corridor residents to gauge their interest, understanding of, and perception of high-speed rail
- **Business Outreach**
Identify a spokesperson for the commission to actively meet and engage with the business community along the River Route to solicit their support for investing in highspeed and passenger rail.

Commission Analysis

A commission led effort to gather data on the River Route through contracting with consultants, student groups, or other parties. This data gathering could include such things as the following:

- Cost Benefit Analysis of high-speed rail on the freight rail network
- Identification of areas of concern for communities along the River Route
- Summarization of the work done to date
- Other items as identified by the commission

Optional Activities will be led by commission staff working with the commission's public communications consultant and other consultants as need (i.e. professional surveyor if survey work is undertaken). Optional Activities work scope items will be approved as part of awarding a contract to undertake the additional work.

2015 Revenue

Revenue Source		Amount		
Federal Appropriations				
Subtotal		\$0		
State Appropriations				
Subtotal		\$0		
Regional Railroad Authority:	Percentage:		Proposed Offset ¹	Adjusted 2015 Contribution
- Ramsey County	40.50%	\$26,325	\$10,530	\$15,795
- Dakota County	27.00%	\$17,550	\$7,020	\$10,530
- Winona County	13.50%	\$8,775	\$3,510	\$5,265
- Goodhue County	11.50%	\$7,475	\$2,990	\$4,485
- Wabasha County	7.50%	\$4,875	\$1,950	\$2,925
Subtotal	100%	\$65,000	\$26,000	\$39,000
TOTAL		\$65,000		

2015 Expenditures

Expenditure Category	Amount
Advocacy and Legislative Coordination	
- Publications	\$2,000
- Materials	\$3,000
- Special Events	\$1,000
- Travel to Washington D.C. (responsibility of each member) ¹	

¹ Offset equals the expected actual expenditures in 2015, making the 2015 contributions approximately match 2014 contributions and maintaining the current balance of unspent contributions from previous years.

- Travel to National Conferences (responsibility of each member) ²	
- Federal/State Advocacy (Financial member in kind contribution)	[\$20,000]
Subtotal	\$6,000
Public Involvement	
- Strategic Counsel Services	\$3,100
- Media Relations/Communications	\$6,200
- Public Information Materials and Production	\$7,440
- Community Liaison Support (Logistical Support for Jerry Miller)	\$5,400
- Expenses	\$2,800
- Contingency	\$0
Subtotal	\$24,940
Management/Administration	
- Materials	\$3,000
- Insurance	\$2,000
Subtotal	\$5,000
Contingency	\$29,060
Total	\$65,000

¹Multiple Financial Members currently have contracts with federal and state lobbyists. These lobbyists will provide federal and state lobbying services as an in kind contribution of the financial members to the Commission.

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

Fiscal Notes

Funding for Optional Tasks is not included in the 2015 Budget.

The commission is expected to have a fund balance of approximately \$70,000 at the end of 2014. Staff recommends use of \$26,000 in unspent previous year's contributions to offset contributions in 2015.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-36

Committee: Regional Railroad Authority

Meeting Date: 9/22/2015

SUBJECT**Request for Proposals for On-Call Engineering Services at Union Depot****REQUESTED ACTION**

1. Authorize the issuance of a Request for Proposals (RFP) for On-Call Engineering Services for Union Depot, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a vendor.

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 included renovation of the building and its associated railroad and signal system. Since the completion of the renovation, multiple projects have sought to utilize Union Depot, its tracks, or its property. Additionally, the existing building and its associated track and signal system need to be maintained and updated to accommodate changing market conditions. These conditions include but are not limited to:

- Installation of additional communications equipment, modifications to leasable space and reconfiguration of public spaces.
- Changes in railroad regulations from the Federal Railroad Administration or our freight railroads.
- Desire to utilize the Union Depot property in ways not originally envisioned.

For the RCRRA to appropriately respond On-Call Engineering services are needed. RCRRA had a one year contract with URS Corporation for On-Call Engineering services related to railroad and signal system, but the contract only covered the railroad portion of the property and expired on August 31, 2015. It is important that the RCRRA procure On-Call Engineering services to cover the building, property and railroad. These services will be critical as the RCRRA seeks to add transit way corridors including Gateway, Rush Line and Riverview and additional passenger train frequencies to Chicago. Additionally, these services will assist the RCRRA as it

Request for Proposals for On-Call Engineering Services at Union Depot

evaluates proposals such as the River Balcony, as it negotiates with potential tenants on the use of the property, and as RCRRA identifies ways to make daily operations more efficient.

The request for proposals will cover a three year term with options for two one-year renewals, providing for a maximum total contact length of five years. The contract amount is estimated at \$100,000 a year, or \$500,000 over the five year life of the contract.

BUDGETARY IMPACT

The RCRRA has funding to cover this cost in its 2015 operating budget and its proposed 2016 and 2017 operating budget. Funding for subsequent years will be included in the RCRRA's proposed 2018 and 2019 budgets.

COUNTY MANAGER COMMENTS

Issuance of a Request for Proposals requires Regional Railroad Authority Board approval and is consistent with the County Board's direction for an open, fair and competitive solicitation process.

ATTACHMENTS

1. Draft Resolution Request for On-Call Engineering Services at Union Depot
2. RRA0000000766 On-Call Engineering Services at Union Depot RFP

Draft Resolution

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

WHEREAS, The Ramsey County Regional Railroad Authority continues to seek out new uses and users for Union Depot including the development of the Gateway, Rush Line, and Riverview Corridor transitways as well as additional passenger rail service to Chicago; and

WHEREAS, The Ramsey County Regional Railroad Authority continues to be approached by parties seeking to utilize the property and building for uses beyond what was originally envisioned including more leasable space, reconfiguration of space, addition of a river balcony and additional access to the Upper Landing along the Mississippi River; and

WHEREAS, The Ramsey County Regional Railroad Authority needs to consistently and thoughtfully evaluate the multiple proposed uses for the Union Depot to ensure they are compatible with its vision for the facility; and

WHEREAS, Consistent and thoughtful analysis requires the procurement of engineering services; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority is authorized to issue a Request for Proposals (RFP) for On-Call Engineering Services for Union Depot, in accordance with County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a vendor.



Ramsey County Request for Proposals ("RFP")

RFP #: RRA0000000766

RFP Title: On Call Engineering Services

Expiring Contract: Yes
First Time Solicitation: Yes

Send response to:
Ramsey County Procurement
210 Court House
15 West Kellogg Boulevard
Saint Paul, MN 55102

Procurement Specialist Name: Karen Bollinger
Procurement Specialist Email: Karen.bollinger@co.ramsey.mn.us
Procurement Specialist Telephone: 651-266-8077
Procurement Specialist Fax: 651-266-8070

Responses must be received by 2:00 p.m. Central time on October 28, 2015.

THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. Ramsey County has no obligation to place an order as a result of this inquiry.

Solicitation Schedule

Listed below are specific dates and times of actions related to this solicitation. Actions with specific dates and/or times must be completed as indicated unless changed by Ramsey County. With the exception of the anticipated contract start date, in the event that Ramsey County finds it necessary to change any of the specific dates and/or times in the schedule listed below, it will do so by issuing an addendum which will be posted to Onvia DemandStar.

RFP Released:	September 23, 2015
Contractor Questions Due:	October 05, 2015
Addendum with Answers to Questions Issued:	October 07, 2015
Solicitation Responses Due:	October 21, 2015
Solicitation Public Opening:	October 21, 2015
Notice of Interviews:	Week of November 02, 2015
Interviews:	Week of November 09, 2015
Notice of Site Visits:	TBD
Site Visits:	TBD
Notice of Intent to Award:	Week of November 23, 2015
Anticipated Contract Start Date:	December 01, 2015

Solicitation Description

Professional engineering services for Union Depot to assist with building maintenance and construction as well as railroad track and signal construction and maintenance.

1. Project Information

1.1. Purpose

Ramsey County, through the Ramsey County Regional Railroad Authority a political subdivision of the state of Minnesota ("RCRRA") Department, seeks professional engineering services for Union Depot to assist with building maintenance and construction as well as railroad track and signal construction and maintenance.

Clarification – This solicitation is by the Regional Railroad Authority, a political subdivision of the state of Minnesota through Ramsey County Procurement. Except for 2.15 Application for Designation of Trade Secret Information, 3.15 Respectful Workplace and Violence Prevention and 3.19. Venue, the terms "Ramsey County" and "County" in the solicitation Sections 1.5. Multiple Contractors, 2.0. General Solicitation Standard Terms and Conditions and the 3.0. General Contract/Agreement Terms & Conditions refer to RCRRA. The terms and conditions listed in 2.4. Collusion, 2.7. Solicitation Response, 2.11. Evaluation and Selection Process, 3.6. Data Practices, 3.7. Security (second paragraph only), 3.8 Indemnification, 3.9.3.2 and 3.9.13 Insurance and 3.22. Infringement refer to both RCRRA and Ramsey County.

1.2. Background Information

The RCRRA has renovated the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation included renovation of the building and its associated railroad and signal system. Since the completion of the renovation, multiple projects have sought to utilize Union Depot, its tracks, or its property.

Additionally, the existing building and its associated track and signal system need to be maintained and updated to accommodate changing market conditions. These conditions include but are not limited to:

- o Installation of additional communications equipment, additional leasable space capacity and reconfiguration of public spaces.
- o Changes in railroad regulations from the Federal Railroad Administration or our freight railroad partners
- o Desire to utilize the Union Depot property in ways not originally envisioned

In order for the RCRRA to appropriately respond to these and other changes at Union Depot, On-Call Engineering services are needed. Currently the RCRRA has a one year contract with URS Corporation for On-Call Engineering services related to railroad and signal system. However, this only covers the railroad portion of the property and the term of this contract expired on August 31, 2015. It is important that the RCRRA procure On-Call Engineering services to cover the building, property and railroad. These services will be critical as the RCRRA seeks to add additional transit way corridors including Gateway, Rush Line and Riverview as well as additional passenger train frequencies to Chicago. Additionally, these services will assist the RCRRA as it evaluates proposals such as the River Balcony and as it negotiates with potential lessees/events on use of the property as well as identifying ways to make daily operations more efficient.

1.3. Scope of Services

The Contractor shall complete the following tasks for the RCRRA for the Union Depot or Union Depot Railroad (UDR):

1. Federal Railroad Administration Regulation
Provide the UDR with assistance complying with Federal Railroad Administration regulations regarding the safe operation of a railroad (Title 49, CFR 200-299).
2. On-Track Safety Program
Provide assistance to the UDR in the ongoing maintenance of the UDR's On-Track Safety

Program including revisions to the document as necessitated for the operation of a safe and efficient railroad. This includes providing training materials for staff, providing staff training, assisting with obtaining Federal Railroad Administration Approval of the changes to the plan and review of the plan on an ongoing basis.

3. Federal Communications Commission Licensing

The UDR has obtained a Federal Communications License for radio services associated with the operation of the railroad. This license needs to be maintained and periodically reviewed to ensure that it remains in compliance with FCC rules and regulations.

4. Positive Train Control (PTC)

The UDR is dispatched by BNSF Railway. BNSF is nearing completion of the development of their PTC network on the subdivisions adjacent to the UDR. The UDR will need to coordinate with BNSF on the installation of PTC for its track and signal system at the same time BNSF installs their PTC system. The UDR has the PTC towers currently in place and the antennas are onsite. Railworks Signals and Communications will be responsible for their installation.

5. Preparation of Solicitation Documents

Preparation of and assistance with the preparation of Solicitation documents associated with the routine and on-call maintenance services for the UDR and for the Union Depot property.

6. Freight Railroad Coordination

Assistance with the coordination of UDR activities with the BNSF Railway, Canadian Pacific Railway and Union Pacific Railroad when activities of the UDR may impact those railroads.

7. Amtrak Coordination

Assistance with the coordination of UDR activities with the BNSF Railway, Canadian Pacific Railway and Union Pacific Railroad when activities of the UDR may impact those railroads.

8. Engineering

Preparation of engineering and survey documents as may be needed by the UDR or Union Depot to facilitate surveys, planning, or maintenance related work that impacts the UDR or Union Depot property.

9. Operations Plan

Provide assistance to the UDR in the ongoing maintenance of the UDR's Operations Plan including revisions to the document as necessitated for the operation of a safe and efficient railroad.

10. Inspection

Provide a periodic review of inspection activities completed by others for the UDR's track and signal system to ensure compliance with FRA regulations.

11. Miscellaneous

Provide miscellaneous services to the UDR and Ramsey County Regional Railroad Authority on an as needed basis. Work may include support for track and signal corrections necessitated due to construction and other property repairs and maintenance activities and/or activities by others.

12. Flood Management Plan

Provide assistance to Ramsey County Regional Railroad Authority in the ongoing maintenance of the Flood Management Plan for Union Depot as may be required annually based on revisions to the City of Saint Paul's Flood Management Plan or as the result of a flood event.

13. Bridge and Tunnel Maintenance Plan

Provide Ramsey County Regional Railroad Authority with assistance in complying with local

regulations regarding inspection and maintenance of bridges and tunnels including completion of load ratings as requested.

1.4. Contractor Qualifications

The Contractor must be a Professional Engineer registered / licensed in the State of Minnesota.

1.5. Multiple Contractors

1.5.1.

Ramsey County reserves the right to contract with one or more Contractors whose solicitation response meets or exceeds an average score of 70 % based on the evaluation criteria stated in this solicitation. Contracts executed as a result of this solicitation shall not exceed five (5) years.

1.6. Contract Term

The anticipated term of the resulting Agreement shall be from December 01, 2015 and shall continue for three (3) years and may be renewed up to two (2) additional one-year periods. Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

1.7. Costs

1.7.1.

The resulting contract fee shall be a rate setting contract without a not to exceed threshold.

1.7.2.

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the work.

1.7.3.

The solicitation response shall not include applicable state sales tax.

1.8. Subcontractors

Subcontractors may be used to perform work under the resulting contract.

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

The County will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation. The County expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all solicitation responses. The County reserves the right to waive any minor irregularities in the solicitation process. All communications during the solicitation process shall be directed to the solicitation contact assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other County employees or elected officials at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

2.2. Solicitation Questions

All questions concerning this solicitation shall be submitted in writing to the solicitation contact at the fax number or email address listed above.

2.3. Solicitation Addenda

Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

2.4. Collusion

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, County employees or County Board members. Evidence of such activity will result in rejection of the solicitation response.

2.5. Solicitation Response Format and Content

Contractors shall include the following forms and information in their solicitation responses. Responses should be a maximum of 20 pages, not including attachments.

2.5.1.

Completed Solicitation Response Form, attached.

2.5.2.

Completed Contractor Information and Reference Form, attached.

2.5.3.

Description of the Contractor's cost.

2.5.4.

Description of the Contractor's overall approach or solution.

2.5.5.

Resumes of key Project participants, including prior projects of similar size and scope for which the participants played the same or a similar role as proposed for the County's project.

2.5.6.

Breakdown of Project services by phases or tasks. For each phase or task listed, identify:

Key Project staff to be involved and their roles and responsibilities

Time commitment for each person

Timeline

Deliverables

County responsibilities, if different from the description contained in the solicitation

2.5.7.

A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, and the status of each claim.

2.5.8.

Submission of a solicitation response constitutes agreement by the contractor that it has read and will comply with all provisions in this solicitation document, including the General

Contract/Agreement Terms and Conditions, and any addenda issued, and not on oral statements. Solicitation responses shall be signed by a contractor representative authorized to bind the contractor. If a contractor fails to submit the required forms and content, the solicitation response will be considered non-responsive and shall be rejected.

2.6. Response Submission

Contractors must submit one original and 3 copy (ies) of the solicitation response in writing and unbound. The original shall be submitted in a sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. The requested copies shall be packaged together, in a separate sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. Proposal responses must be received no later than 2:00 P.M., Central time, on October 28, 2015. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name will be read at public opening.

2.7. Solicitation Response

2.7.1.

Upon submission, a solicitation response becomes the property of the County and will not be returned. The County retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minn. Stat. §13.591 governing data practices.

2.7.2.

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

2.8. Solicitation Response Acceptance

Solicitation responses shall be unconditionally accepted without alteration or correction, except as authorized.

2.9. Conditioning Solicitation Responses Upon Other Awards Not Acceptable

Solicitation responses conditioned upon receiving award of both the particular contract being solicited and another County contract shall be rejected.

2.10. Solicitation Response Mistakes

2.10.1.

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initialed by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to the County will prevail.

2.10.2.

Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.

2.11. Evaluation and Selection Process

2.11.1. Creation of Evaluation Team

The County shall create an Evaluation Team consisting of County employees, consultants, or community representatives who represent different backgrounds, experience, subject matter, and departments. After the submission date and time, contractors may have direct communications with Evaluation Team members, County employees, County elected officials, and County consultants only in response to a request from the County. Violation of this provision shall disqualify the contractor from further consideration.

2.11.2.

The Evaluation Team shall evaluate the written solicitation responses using the following Evaluation Criteria, with the identified maximum points values:

Evaluation Criteria and Maximum Points Value

- 45 Contractor Qualifications (experience, training, technical and professional ability)
- 15 Key Personnel Qualifications (experience, training, technical and professional ability)
- 25 Project Understanding and Approach
- 15 Cost

100 Total Possible Points

2.11.3.

The County reserves the right to interview any or all proposers, or to require a demonstration or a site visit at its discretion. The County is not responsible for any costs incurred by the proposer in preparing for or participating in an interview, demonstration, or site visit.

2.11.4.

If interviews are required, Contractors selected for interviews shall be given enough time to make necessary interview preparation and travel arrangements. All Contractors interviewed shall be given the same amount of time for the interview.

2.11.5.

The County reserves the right to request any additional information at any stage of the solicitation process. Compliance shall be at the contractor's expense.

2.12. Selection

2.12.1.

The County is not bound to accept the lowest cost.

2.12.2.

The County reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of Contractors as the County deems to be in its best interests.

2.12.3.

A written Notice of Intent to Award shall be sent to the contractor who scored the highest in accordance with the evaluation criteria as stated in the solicitation document.

2.13. Notice of Intent to Award

The following must be submitted in response to a Notice of Intent to Award within the time period identified within the Notice of Intent to Award:

2.13.1.

Request for Taxpayer Identification Number and Certification, I.R.S. Form W-9

2.13.2.

Certificate of Insurance (COI)

2.14. Public Notice

The County uses Onvia DemandStar "DemandStar" to release all competitive solicitations and associated addenda. Onvia offers contractors immediate and automatic notification of solicitation announcements, documents, results, and prior solicitation information 24 hours a day, 7 days a week. Subscription to DemandStar is free by following the DemandStar Registration Instructions. Contractors may contact DemandStar directly by calling 1-800-711-1712. Construction related solicitations shall be published in the County's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in the County's official newspaper for at least two weeks. Public notice of the solicitations shall include a reasonable time to allow for receipt of solicitation responses.

2.15. Application for Designation of Trade Secret Information

If a Contractor completes a Contractor Application for Designation of Trade Secret Information request and has attached the form to their solicitation response, the solicitation response and request shall immediately be given to the County's Procurement Manager who shall consult with the appropriate County Attorney for a written determination in response to the Contractor's request.

2.16. Only One Solicitation Response Received

If only one solicitation response is received, an award may be made to the single Contractor if the County finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

3. General Contract/Agreement Terms and Conditions

3.1. Payment

3.1.1.

Invoices shall show applicable Minnesota sales tax of 6.875% separately.

3.1.2.

No payment will be made until the invoice has been approved by the County.

3.1.3.

Payment shall be based on a negotiated payment schedule.

3.2. Application for Payments

3.2.1.

The Contractor may not submit invoices more than once a month.

3.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

3.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

3.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

3.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

3.2.6.

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

3.2.7.

Reimbursement of expenses will be made consistent with County policies. The County will reimburse only the actual cost of out of pocket expenses incurred for completion of the project. If reimbursement for travel is permitted, all airfare will first be authorized by the County and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by the resulting contract 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.

3.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of the County.

3.4. Successors, Subcontracting and Assignment

3.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants, contracts and obligations contained in this Agreement.

3.4.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

3.5. Compliance With Legal Requirements

3.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

3.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

3.6. Data Practices

3.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, 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.

3.6.2.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

3.7. Security

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

3.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, 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 the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

3.9. Contractor's Insurance

3.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

3.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

3.9.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

3.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00.01 or its equivalent.

3.9.3.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

3.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

3.9.4.1.

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

3.9.4.2.

If the Contractor is providing services to clients, customers, patients, and inmates, and not directly to the County, then Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

3.9.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

3.9.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

3.9.7.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

3.9.8.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

3.9.9.

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-.

3.9.10.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

3.9.11.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the provisions of Minn. Stat. Ch. 60A, as applicable.

3.9.12.

The Contractor shall provide the County with prior notice of any lapse in the insurance required under this Agreement including cancellation and/or non-renewal or material change in coverage. The Contractor who is providing services on behalf of the County shall notify its insurer that the County is requiring third party notice of mid-term cancellation per Minn. Stat. §60A.36, Subd. 2a.

3.9.13.

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

3.9.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

3.10. Audit

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

3.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County: xxx

Contractor: xxx

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

3.12. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County'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 County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

3.13. Setoff

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

3.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of

all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

3.15. Respectful Workplace and Violence Prevention

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

3.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

3.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

3.18. Termination

3.18.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

3.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

3.18.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

3.19. Interpretation of Agreement; Venue

3.19.1.

The 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.

3.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

3.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

3.21. Alteration

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

3.22. Infringement

3.22.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

3.22.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction is imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any license fees and any other costs paid by the County in conjunction with the license or use of the materials, reports, documents, data, or documentation.

3.23. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

3.24. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.



RAMSEY COUNTY
SOLICITATION RESPONSE FORM

Solicitation Number: RRA0000000766

Solicitation Title: On Call Engineering Services

The following shall be completed by the Contractor:

Contractor Company Name:

Acknowledgement and Number of Solicitation Addenda Received:

PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

Rate Information:

Provide the information requested for those individuals working on this project.

Classification	Individuals Name	Rate per Hour
Principal		
Project Manager		

Price: \$ _____

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, County employees or County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: RRA0000000766

Solicitation Title: On Call Engineering Services



RAMSEY COUNTY

CONTRACTOR INFORMATION AND REFERENCE FORM

Ramsey County requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date:



RAMSEY COUNTY

CONTRACTOR APPLICATION FOR DESIGNATION OF

TRADE SECRET INFORMATION

Solicitation # RRA0000000766

Solicitation Title On Call Engineering Services

The submitted quote/bid/proposal includes trade secret information that we, the contractor, believe to be classified as nonpublic (relating to a non-person) or private (relating to a person) information under §13.37 of the Minnesota Government Data Practices Act.

As such, we are requesting that certain provisions of our quote/bid/proposal response, as indicated below, be treated as trade secret data and that any request for access to the trade secret data be handled in accordance with the provisions of Ramsey County's Purchasing Standard Terms and Conditions.

Section

Page

Topic

We understand that a decision regarding this request will be made by Ramsey County prior to award. If this classification request is granted, in the event the designation of this information as trade secrets is challenged, we agree to defend, indemnify, and hold harmless Ramsey County against any claims related to the designation of this data as trade secrets data.

We further understand that Ramsey County considers markings of "confidential" or "trade secrets" in the solicitation response to be insufficient to classify information in a response. We agree to indemnify and hold Ramsey County harmless from any damages arising out of the release of any materials or data unless they are specifically identified above.

Name and Title of Authorized Preparer

Signature

Date



RAMSEY COUNTY
NO SOLICITATION RESPONSE FORM

Ramsey County strives to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.

- ☐ 1. We did not feel we could be competitive.
- ☐ 2. We do not furnish the supplies, equipment materials or services requested.
- ☐ 3. Insufficient time to respond.
- ☐ 4. We did not have sufficient staffing to complete the solicitation response.
- ☐ 5. Not interested.
- ☐ 6. Other (350 character limit):

Contractor Name (as on file with the MN Secretary of State's Office, if applicable):

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-38

Committee: Regional Railroad Authority

Meeting Date: 9/22/2015

SUBJECT**Issue a Request for Proposals for Federal Intergovernmental Relations
Consulting Assistance****REQUESTED ACTION**

Authorize the issuance of a Request for Proposals (RFP) for federal intergovernmental relations consulting assistance, in accordance with County policies and procedures, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a vendor.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has an existing contract for federal intergovernmental relations services that is set to expire on December 31, 2015. Additionally, Ramsey County has a countywide, broad-based issues contract for federal intergovernmental relations services that is also set to expire on December 31, 2015.

To eliminate administrative duplication and provide enhanced flexibility, tracking and management of outcomes, Ramsey County Regional Railroad Authority is coordinating with Ramsey County to consolidate into a single RFP for federal lobbying services. Through a cooperative purchasing agreement between Ramsey County and the Ramsey County Regional Railroad Authority:

- Ramsey County Regional Railroad Authority will have the ability to pay for and receive federal lobbying services related to specific transit/transportation issues of high importance;
- Ramsey County Government Relations will have the ability to pay for and receive federal lobbying services for other county issues of high importance to the rest of the organization.

This RFP is the result of collaborative work across the Economic Growth and Community Investment Service Team, the Information and Public Records Service Team, and the County Manager's Office. The Ramsey County Regional Railroad Authority has taken the lead on this master contract and is the initiating entity, hence

Issue a Request for Proposals for Federal Intergovernmental Relations Consulting Assistance

the request for approval is coming through the Ramsey County Regional Railroad Authority Board.

The RCRRA has expressed a strong interest in identifying and seeking funding sources at the federal level for the advancement of regional transitways. A qualified individual or firm specializing in federal intergovernmental relations services will be helpful in assuring a positive outcome.

In addition, the qualified individual or firm will have expertise in a wide array of Ramsey County issue areas including transportation, human services, public health, corrections, public safety and local taxation.

COUNTY MANAGER COMMENTS

Issuance of an RFP requires Ramsey County Regional Railroad Authority approval and is consistent with the County Board's direction for an open, fair and competitive solicitation process. Additionally, the administrative and management simplification achieved under a single RFP and cooperative purchasing agreement demonstrates Ramsey County's ongoing commitment to identify and implement strategies that make the organization as efficient and effective as possible.

ATTACHMENTS

1. Draft Resolution Issue a Request for Proposals for Federal Intergovernmental Relations Consulting Assistance
2. RRA 0775 Federal Government Relations Services RFP

Draft Resolution

WHEREAS, Ramsey County Regional Railroad Authority, in partnership with Ramsey County, has streamlined its federal lobbying procurement and contracting processes into a single Request for Proposal under a cooperative purchasing agreement; and

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

WHEREAS, The Ramsey County Regional Railroad Authority has several important transportation-related initiatives at the federal level; and

WHEREAS, The Ramsey County Regional Railroad Authority has a strong interest in having federal funded assistance in planning and implementation of transit corridors; and

WHEREAS, the County seeks to advance its priorities at the federal level through effective advocacy across a range of high priority issues that address transportation, human services, public health, corrections, public safety and local taxation; and

WHEREAS, The services of a federal intergovernmental consulting firm will be helpful in achieving effective outcomes on behalf of Ramsey County residents; Now, Therefore Be It

RESOLVED, that the Ramsey County Regional Railroad Authority staff is authorized to issue a Request for Proposals (RFP) for federal intergovernmental relations consulting assistance, in accordance with County policies and procedures, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a vendor.



Ramsey County Regional Railroad Authority Request for Proposals ("RFP")

RFP #: RRA0000000775

RFP Title: Federal Government Relations Services

Expiring Contract: Yes

Send response to:
Ramsey County Procurement
210 Court House
15 West Kellogg Boulevard
Saint Paul, MN 55102

Procurement Specialist Name: Karen Bollinger
Procurement Specialist Email: karen.bollinger@co.ramsey.mn.us
Procurement Specialist Telephone: 651-266-8077
Procurement Specialist Fax: 651-266-8070

Responses must be received by 2:00 p.m. Central time on October 15, 2015.

THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. Ramsey County Regional Railroad Authority has no obligation to place an order as a result of this inquiry.

Solicitation Schedule

Listed below are specific dates and times of actions related to this solicitation. Actions with specific dates and/or times must be completed as indicated unless changed by RCRRA. With the exception of the anticipated contract start date, in the event RCRRA finds it necessary to change any of the specific dates and/or times in the schedule listed below, RCRRA or Ramsey County will do so by issuing an addendum which will be posted to Onvia DemandStar.

RFP Released:	September 23, 2015
Contractor Questions Due:	October 02, 2015
Addendum with Answers to Questions Issued:	October 06, 2015
Solicitation Responses Due:	October 15, 2015
Solicitation Public Opening:	October 15, 2015
Notice of Interviews:	Week of October 26, 2015
Interviews:	Week of November 09, 2015
Notice of Intent to Award:	Week of November 23, 2015
Anticipated Contract Start Date:	January 01, 2016

Solicitation Description

The provision of professional federal legislative lobbying services.

1. Project Information

1.1. Purpose

Ramsey County Regional Railroad Authority, a political subdivision of the state of Minnesota ("RCRRA"), seeks proposals from a qualified individuals ("Consultant" / "Contractor") or firm ("Consulting firm") to provide professional federal government relations services. The selected lobbyist(s) will provide assistance to the RCRRA, and through the use of a cooperative purchase as provided in Section 3.23., of this RFP, will also provide assistance to Ramsey County Government Relations (RCGR). The selected lobbyist(s) will develop and advance the policy and budgetary initiatives of the RCRRA specifically, as well as the overall goals of Ramsey County. The top concern for the RCRRA is to improve financial resources for the advancement of the regional transitways. For RCGR, the top priority is to align policy directives and budgetary resources across the entire County so that the departments of Ramsey County are able to reach their performance goals and satisfy federal and state mandates.

This solicitation, in which the Ramsey County Procurement Office is assisting RCRRA, will result in a contract between the Consultant or Consulting firm and RCRRA, with use by Ramsey County in accordance with Section 3.23. Cooperative Purchasing

1.2. Background Information

A. Overview of Ramsey County

Ramsey County is located at the bend in the Mississippi River, which forms a portion of its southern border. The City of Saint Paul, which is the Ramsey County seat and capital of Minnesota, is one of the 19 cities located within the County's borders. At 170 square miles, the County is the smallest and most densely populated of the 87 counties in Minnesota. It contains 18 lakes and numerous parks and trails which provide community amenities and recreational opportunities to residents and visitors.

B. Overview of Agency

The RCRRA is an agency that supports rail transportation in Ramsey County and the Twin Cities metropolitan area, by advancing major transit projects, including the Union Depot Multimodal Transportation and Transit Hub in downtown St. Paul.

1.3. Scope of Services

The Contractor shall:

A. General

RCRRA is seeking a qualified governmental relations representative to promote their federal policy and budgetary positions with the US Congress, executive branch and their departments. The Consultant or Consulting firm will work directly with the chair and members of the RCRRA, the Director of the RCRRA and, under cooperative purchasing with the County, the RCGR staff, or their designees on general legislation and specific projects. The Consultant or Consulting firm will report directly to the Director of RCRRA, who will administer the contract. The Consultant or Consulting firm will be expected to provide written communication monthly or as needed to the RCRRA regarding federal transportation legislative issues.

B. Project Services

1. Ramsey County Regional Railroad Authority

The following tasks are included to guide the Consultant or Consulting Firm in the development of project approaches, schedules, and budgets associated with the government relations services.

- o Identify federal transportation legislative issues, related to transit, including light rail commuter rail, high speed rail and buses, that should come to the attention of the RCRRA such as but not limited to;

- o Identify favorable and unfavorable Federal legislative proposals and work with the

Minnesota Delegation to enact proposals in accordance with RCRRRA positions

- o Identify demonstration grants of interest to RCRRRA.
- o Apprise RCRRRA of any federal agency rules/developments that may affect the RCRRRA.
- o Work with the National Association of Counties, Counties Transit Improvement Board (CTIB), and other state and local associations on joint lobbying efforts to keep the RCRRRA apprised as to what others are doing.
- o Coordinate federal delegation visits when requested.
- o Be available for consultation with RCRRRA, Director and Governmental Relations .
- o Attend and provide assistance and consultation to RCRRRA attendees during the legislative conferences and meetings.
- o Provide consultation on public relations, strategy and analysis.
- o Make oral presentations to the RCRRRA when requested.
- o Work with the Director to prepare written reports to RCRRRA.
- o Provide an outcome-driven evaluation that assesses the success of the legislative program and specific issues.
- o Work with RCRRRA to identify, develop and promote program proposals for which federal funding can be sought and secured.
- o Consultant or Consulting firm will work with RCRRRA to formulate tasks and deliverables associated with this contract.
- o Coordinate meetings with federal permitting agencies such as U.S. Fish and Wildlife, Army Corps of Engineers, U.S. Department of Transportation, U.S. Coast Guard, and Federal Emergency Management Administration.

2. Ramsey County Government Relations (RCGR)

Consultant or Consulting Firm shall also propose, as to the following services which shall be available to RCGR through cooperative purchasing with RCRRRA. The Consultant or Consulting firm will be expected to provide written communication monthly or as needed to the RCGR regarding federal transportation legislative issues.

- o Monitor Congressional bill introductions, committee hearing schedules, committee and leadership communications as to the intent, discussion, advancement or other indication of activity involving issues of significance to Ramsey County Government Relations, the County Board and department heads.
- o Provide regular updates, both in writing and orally, to RCGR and identified county department staff regarding federal legislative, executive and departmental activities that may impact Ramsey County.
- o Consult with RCGR regarding legislative strategy, public relations and budgetary analysis when appropriate as they relate to the issues of significance to the County.
- o Work with RCGR to identify, develop and promote program proposals for which federal funding may be sought and secured.
- o Identified Countywide work, to RCGR on local government, human services, public health, corrections, public safety, local emergency response and other applicable issues to Ramsey County.
- o Communicate the concerns and positions of the County to the members of the Minnesota Congressional Delegation and, as appropriate for promoting the County interests, with the Congressional leaders, executive branch and state department representatives and affiliates.
- o Coordinate Congressional and state department visits as requested.
- o Work with other local, state, national and special interest entities that share similar interests to Ramsey County or that have adopted similar platform positions (i.e., the National Association of Counties and the Association of Minnesota County).
- o Other activities agreed to by the Consultant and RCGR staff to promote the County mission and goals and to achieve the best outcomes for the County and its residents, property tax payers, County service recipients and businesses of the County.

C. The Consultant or Consulting firm shall supply all labor, materials and other incidentals necessary to perform the services being requested.

D. Staff

Consultant or Consulting Firm must have adequate employees and resources to manage the demands of multiple requests within designated timelines as requested by the RCRRA.

A primary and secondary staff member is to be designated to RCRRA to provide the requested services. If at any time during the contract, one of the designated staff leave the firm, the RCRRA will be notified immediately and allowed an opportunity to interview their replacement.

D. Additional Services

Throughout the duration of the contract, RCRRA may request additional related services.

1.4. Contractor Qualifications

A. Consultant or Consulting Firm must be able to demonstrate a minimum of five (5) years' experience in providing the services described in Section 1.3.

B. Consultant or Consulting Firm must be able to demonstrate a proven track record of a results-oriented approach.

1.5. Multiple Contractors

1.5.1.

RCRRA reserves the right to contract with one or more Contractors whose solicitation response meets or exceeds an average score of 75 % based on the evaluation criteria stated in this solicitation. Contracts executed as a result of this solicitation shall not exceed five (5) years.

1.6. Contract Term

The anticipated term of the resulting Agreement shall be from January 01, 2016 and shall continue for two (2) years and may be renewed up to three (3) additional one-year periods. Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

1.7. Costs

1.7.1.

The resulting contract fee shall be a rate setting contract without a not to exceed threshold.

1.7.2.

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the work.

1.7.3.

The solicitation response shall not include applicable state sales tax.

1.8. Subcontractors

Subcontractors may be used to perform work under the resulting contract.

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

Neither RCRRA or the County will provide compensation to the Contractor for any expenses incurred for solicitation response preparation. The RCRRA expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all solicitation responses. The RCRRA and the County reserve the right to waive any minor irregularities in the solicitation process. All communications during the solicitation process regarding this solicitation shall be directed to the solicitation contact assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other RCRRA or County employees or elected officials regarding this solicitation at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

2.2. Solicitation Questions

All questions concerning this solicitation shall be submitted in writing to the solicitation contact at the fax number or email address listed above.

2.3. Solicitation Addenda

Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

2.4. Collusion

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, RCRRA or Ramsey County employees or RCRRA Board members. Evidence of such activity will result in rejection of the solicitation response.

2.5. Solicitation Response Format and Content

Contractors shall include the following forms and information in their solicitation responses. Responses should be a maximum of 25 pages, not including attachments.

2.5.1.

Completed Solicitation Response Form, attached.

2.5.2.

Completed Contractor Information and Reference Form, attached.

2.5.3.

A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, and the status of each claim.

2.5.4.

The proposal must contain the following information, presented in the order shown:

- i. Profile of proposer, including size and organizational structure, past history, and the status and outcome of any lawsuits brought against the proposer in the past five years.
- ii. Description of proposer's overall approach, including what the proposer considers to be the top five transportation issues that are/will affect regional railroad authorities and other transit providers during the next year

- iii. Breakdown of project by phases or tasks. For each phase or task listed, identify:
 - 1. Specific staff to be involved, roles, responsibilities
 - 2. Time commitment for each person
 - 3. RCRRRA responsibilities
- iv. Description of proposer's past experience providing similar services
 - 1. Names and addresses of representative clients including contact person who can serve as reference
 - 2. Description of services provided
 - 3. Length of contract
- v. Resumes of key project participants, particularly the individuals who will be assigned as the primary and secondary Lobbyists. Resumes should include past Federal legislative performance, specific experience in policy formulation, consultation and strategic planning for local units of government. This narrative should include areas where this individual has expertise, especially as it related to transportation and RRA's. Indicate relationship with members of the Minnesota Congressional delegation
- vi. Costs proposal for a flat fee per year for the services required under Scope of Services, Project Tasks
 - 1. All costs to be charged to the RCRRRA
 - 2. Hourly rates for staff
- vii. Disclosure of political parties your firm has identified with and/or made contributions to and also the firm contribution policy
- viii. Policy of the firm in regard to conflict of interest and what current contracts you hold that may be considered in conflict if you were to receive this contract

2.5.5.

Submission of a solicitation response constitutes agreement by the contractor that it has read and will comply with all provisions in this solicitation document, including the General Contract/Agreement Terms and Conditions, and any addenda issued, and not on oral statements. Solicitation responses shall be signed by a contractor representative authorized to bind the contractor. If a contractor fails to submit the required forms and content, the solicitation response will be considered non-responsive and shall be rejected.

2.6. Response Submission

Contractors must submit one original and 7 copy (ies) of the solicitation response in writing and unbound. The original shall be submitted in a sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. The requested copies shall be packaged together, in a separate sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. Proposal responses must be received no later than 2:00 P.M., Central time, on October 15, 2015. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name will be read at public opening.

2.7.

In addition, contractors shall include a complete copy of the solicitation response in the following electronic format(s):

One (1) soft copy of the original proposal with the Cost Proposal Worksheet(s) on a portable USB storage device (e.g. flash drive, thumb drive, jump drive) wrapped or boxed together with same identification information required in Article 2.6.

NOTE and CLARIFICATION FOR 2.6 ABOVE: The preference is to receive the original copy of the solicitation response unbound and the 7 copies bound.

2.8. Solicitation Response

2.8.1.

Upon submission, a solicitation response becomes the property of RCRRA and will not be returned. RCRRA and Ramsey County retain the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minn. Stat. §13.591 governing data practices.

2.8.2.

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

2.9. Solicitation Response Acceptance

Solicitation responses shall be unconditionally accepted without alteration or correction, except as authorized.

2.10. Conditioning Solicitation Responses Upon Other Awards Not Acceptable

Solicitation responses conditioned upon receiving award of both the particular contract being solicited and another RCRRA or County contract shall be rejected.

2.11. Solicitation Response Mistakes

2.11.1.

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initialed by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to RCRRA will prevail.

2.11.2.

Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.

2.12. Evaluation and Selection Process

2.12.1. Creation of Evaluation Team

The RCRRA and Ramsey County shall create an Evaluation Team consisting of RCRRA and County employees, consultants, and if determined by RCRRA, community representatives, who represent different backgrounds, experience, subject matter, and organization interests or departments. After the submission date and time, contractors may have direct communications regarding the subject matter of this solicitation with Evaluation Team members, RCRRA employees, County employees, RCRRA and Ramsey County elected officials, and RCRRA and Ramsey County consultants only in response to a request from the RCRRA or Ramsey County as provided in 2.1., above. Violation of this provision shall disqualify the contractor from further consideration.

2.12.2.

The Evaluation Team shall evaluate the written solicitation responses using the following Evaluation Criteria, with the identified maximum points values:

Evaluation Criteria and Maximum Points Value

- 25 Contractor Qualifications (experience, training, technical and professional ability)
- 30 Key Personnel Qualifications (experience, training, technical and professional ability)
- 25 Project Understanding and Approach
- 20 Cost

100 Total Possible Points

2.12.3.

The RCRRA reserves the right to interview any or all proposers, or to require a demonstration or a site visit at its discretion. The RCRRA is not responsible for any costs incurred by the proposer in preparing for or participating in an interview, demonstration, or site visit.

2.12.4.

If interviews are required, Contractors selected for interviews shall be given enough time to make necessary interview preparation and travel arrangements. All Contractors interviewed shall be given the same amount of time for the interview.

2.12.5.

The RCRRA reserves the right to request any additional information at any stage of the solicitation process. Compliance shall be at the contractor's expense.

2.13. Selection

2.13.1.

The RCRRA is not bound to accept the lowest cost.

2.13.2.

The RCRRA reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of Contractors as the RCRRA deems to be in its best interests.

2.13.3.

A written Notice of Intent to Award shall be sent to the contractor who scored the highest in accordance with the evaluation criteria as stated in the solicitation document.

2.14. Notice of Intent to Award

The following must be submitted in response to a Notice of Intent to Award within the time period identified within the Notice of Intent to Award:

2.14.1.

Request for Taxpayer Identification Number and Certification, I.R.S. Form W-9

2.14.2.

Certificate of Insurance (COI)

2.14.3.

A PDF of Contractor's current status with the Minnesota Secretary of State's Certificate of Registration. All Contractors shall be properly registered with the State of Minnesota and submit proof of active registration prior to contract award. Contractor's whose main office is not in the State of Minnesota must register with the State of Minnesota as a Foreign vendor and provide a PDF of your status with the Minnesota Secretary of State's Certificate of Registration.

2.15. Public Notice

RCRRA and Ramsey County use Onvia DemandStar "DemandStar" to release all competitive solicitations and associated addenda. Onvia offers contractors immediate and automatic notification of solicitation announcements, documents, results, and prior solicitation information 24 hours a day, 7 days a week. Subscription to DemandStar is free by following the DemandStar Registration Instructions. Contractors may contact DemandStar directly by calling 1-800-711-1712. Construction related solicitations shall be published in the County's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in the County's official newspaper for at least two weeks. Public notice of the solicitations shall include a reasonable time to allow for receipt of solicitation responses.

2.16. Application for Designation of Trade Secret Information

If a Contractor completes a Contractor Application for Designation of Trade Secret Information request and has attached the form to their solicitation response, the solicitation response and request shall immediately be given to the County's Procurement Manager who shall consult with the appropriate County Attorney for a written determination in response to the Contractor's request.

2.17. Only One Solicitation Response Received

If only one solicitation response is received, an award may be made to the single Contractor if the RCRRA finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

- 3. General Contract/Agreement Terms and Conditions:** The following are general terms and conditions for the contract results from this solicitation and shall form the basis for a contract for purchasing by Ramsey County through cooperative purchasing as provided in Section 3.23. below.

3.1. Payment

3.1.1.

Invoices shall show applicable Minnesota sales tax of 6.875% separately.

3.1.2.

No payment will be made until the invoice has been approved by the RCRRA.

3.1.3.

Payment shall be based on a negotiated payment schedule.

3.2. Application for Payments

3.2.1.

The Contractor may not submit invoices more than once a month.

3.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

3.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

3.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the RCRRA or Ramsey County.

3.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

3.2.6.

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

3.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of the RCRRA.

3.4. Successors, Subcontracting and Assignment

3.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the RCRRA in respect to all covenants, contracts and obligations contained in this Agreement.

3.4.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the RCRRA and subject to such conditions and provisions as the RCRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

3.5. Compliance With Legal Requirements

3.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

3.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the

contract, including registration to do business in Minnesota with the Secretary of State's Office.

3.6. Data Practices

3.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, 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.

3.6.2.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA or Ramsey County data is contained or which are used to access RCRRA or Ramsey County data in the course of providing services under this Agreement. Access to RCRRA or Ramsey County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services are provided, at the end of the Project all RCRRA or Ramsey County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the RCRRA or Ramsey County written verification that the data has been purged.

3.7. Security

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

Contractors shall report to Ramsey County Regional Railroad Authority any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the RCRRA not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the RCRRA may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

The RCRRA retains the right to inspect and review the Contractor's operations for potential risks to RCRRA or County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

All RCRRA and all Ramsey County data and intellectual property stored in the Contractor's system is the exclusive property of the RCRRA and Ramsey County, respectively.

3.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the RCRRA and Ramsey County, their officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the RCRRA and Ramsey County, their 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 the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

3.9. Contractor's Insurance

3.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

3.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the RCRRA evidencing such coverage to the RCRRA throughout the term of this Agreement.

3.9.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

3.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

3.9.3.2.

Ramsey County Regional Railroad Authority and Ramsey County, their officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

3.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

3.9.4.1.

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

3.9.4.2.

If the Contractor is providing services to clients, customers, patients, and inmates, and not directly to the RCRRA, then RCRRA, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the RCRRA.

3.9.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

3.9.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

3.9.7.

If the Contractor is driving on behalf of the RCRRA as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

3.9.8.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the RCRRA upon written request.

3.9.9.

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-.

3.9.10.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the RCRRA.

3.9.11.

All Certificates of Insurance shall provide that the insurer give the RCRRA prior written notice of cancellation or non-renewal of the policy as required by the provisions of Minn. Stat. Ch. 60A, as applicable.

3.9.12.

The Contractor shall provide the RCRRA with prior notice of any lapse in the insurance required under this Agreement including cancellation and/or non-renewal or material change in coverage. The Contractor who is providing services on behalf of the RCRRA shall notify its insurer that the RCRRA is requiring third party notice of mid-term cancellation per Minn. Stat. §60A.36, Subd. 2a.

3.9.13.

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

3.9.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for the RCRRA or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

3.10. Audit

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

3.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

RCRRA: xxx

Contractor: xxx

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

3.12. Non-Conforming Services

The acceptance by the RCRRA of any non-conforming goods/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.

3.13. Setoff

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

3.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the RCRRA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

3.15. Respectful Workplace and Violence Prevention

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

3.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

3.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of RCRRA Commissioners. The RCRRA may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of RCRRA Commissioners. Upon receipt of the RCRRA's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the RCRRA.

3.18. Termination

3.18.1.

The RCRRA may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the RCRRA upon the commencement of such proceedings or other action.

3.18.2.

If the Contractor violates any material terms or conditions of this Agreement the RCRRA may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

3.18.3.

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

3.19. Interpretation of Agreement; Venue

3.19.1.

The 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.

3.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

3.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

3.21. Alteration

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

3.22. Infringement

3.22.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the RCRRA, defend, indemnify, and hold the RCRRA, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the RCRRA's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The RCRRA will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

3.22.2.

If, as a result of any claim of infringement of rights, the Contractor or RCRRA is enjoined from using, marketing, or supporting any product or service provided under the agreement with the RCRRA (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the RCRRA to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the RCRRA, or propose an equivalent, subject to RCRRA approval. The acceptance of a proposed equivalent will be at the RCRRA's sole discretion. If no alternative is found acceptable to the RCRRA acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any license fees and any other costs paid by the RCRRA in conjunction with the license or use of the materials, reports, documents, data, or documentation.

3.23. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with RCRRA may purchase under this Agreement after having received written permission from the Contractor. It is the intent of Ramsey County to utilize the RCRRA resulting Agreement to purchase services from the Contractor. Other public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of Ramsey County and any other public entity, as the case may be, and in no manner shall be the obligation, liability or responsibility of the RCRRA.

3.24. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either

written or oral. No subsequent agreement between the RCRRA and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SOLICITATION RESPONSE FORM

Solicitation Number: RRA0000000775

Solicitation Title: Federal Government Relations Services

The following shall be completed by the Contractor:

Contractor Company Name:

Acknowledgement and Number of Solicitation Addenda Received:

PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

Rate Information:

Provide the information requested for those individuals working on this project.

Classification	Individuals Name	Rate per Hour
Primary Lobbyist		
Secondary Lobbyist		

OR

Monthly Retainer Fee - \$ _____ per month

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, RCRRA or County employees or RCRRA or County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: RRA0000000775

Solicitation Title: Federal Government Relations Services



RCRRA & RAMSEY COUNTY

CONTRACTOR INFORMATION AND REFERENCE FORM

RCRRA and Ramsey County requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date:



RCRRA & RAMSEY COUNTY

CONTRACTOR APPLICATION FOR DESIGNATION OF

TRADE SECRET INFORMATION

Solicitation # RRA0000000775

Solicitation Title Federal Government Relations Services

The submitted quote/bid/proposal includes trade secret information that we, the contractor, believe to be classified as nonpublic (relating to a non-person) or private (relating to a person) information under §13.37 of the Minnesota Government Data Practices Act.

As such, we are requesting that certain provisions of our quote/bid/proposal response, as indicated below, be treated as trade secret data and that any request for access to the trade secret data be handled in accordance with the provisions of Ramsey County's Purchasing Standard Terms and Conditions.

Section

Page #

Topic

We understand that a decision regarding this request will be made by RCRRA and Ramsey County prior to award. If this classification request is granted, in the event the designation of this information as trade secrets is challenged, we agree to defend, indemnify, and hold harmless RCRRA and Ramsey County against any claims related to the designation of this data as trade secrets data.

We further understand that RCRRA and Ramsey County considers markings of "confidential" or "trade secrets" in the solicitation response to be insufficient to classify information in a response. We agree to indemnify and hold RCRRA and Ramsey County harmless from any damages arising out of the release of any materials or data unless they are specifically identified above.

Name and Title of Authorized Preparer

Signature

Date



RCRRA & RAMSEY COUNTY
NO SOLICITATION RESPONSE FORM

RCRRA and Ramsey County strive to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.

- ☐ 1. We did not feel we could be competitive.
- ☐ 2. We do not furnish the supplies, equipment materials or services requested.
- ☐ 3. Insufficient time to respond.
- ☐ 4. We did not have sufficient staffing to complete the solicitation response.
- ☐ 5. Not interested.
- ☐ 6. Other (350 character limit):

Contractor Name (as on file with the MN Secretary of State's Office, if applicable):

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-37

Committee: Regional Railroad Authority

Meeting Date: 9/22/2015

SUBJECT

**Issue a Request for Proposals for State Intergovernmental Relations
Consulting Assistance**

REQUESTED ACTION

Authorize the issuance of a Request for Proposals for state intergovernmental relations consulting assistance, in accordance with the County policies and procedures on Requests for Proposals, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a vendor.

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority has an existing contract for state intergovernmental relations services that is set to expire on December 31, 2015.

The Ramsey County Regional Railroad Authority has expressed a strong interest in identifying and seeking funding sources for the advancement of regional transitways. A qualified individual or firm specializing in state intergovernmental relations services will be helpful in assuring a positive outcome.

COUNTY MANAGER COMMENTS

Issuance of a Request for Proposals requires Regional Railroad Authority approval and is consistent with County Board's direction for an open, fair and competitive solicitation process.

ATTACHMENTS

1. Draft Resolution Issue a Request for Proposals for State Intergovernmental Relations Consulting Assistance

Issue a Request for Proposals for State Intergovernmental Relations Consulting Assistance

2. RRA 0776 State Government Relations Services RFP

Draft Resolution

WHEREAS, Ramsey County Regional Railroad Authority, in partnership with Ramsey County, has streamlined its federal lobbying procurement and contracting processes into a single Request for Proposal under a cooperative purchasing agreement; and

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

WHEREAS, The Ramsey County Regional Railroad Authority has several important transportation-related initiatives at the federal level; and

WHEREAS, The Ramsey County Regional Railroad Authority has a strong interest in having federal funded assistance in planning and implementation of transit corridors; and

WHEREAS, the County seeks to advance its priorities at the federal level through effective advocacy across a range of high priority issues that address transportation, human services, public health, corrections, public safety and local taxation; and

WHEREAS, The services of a federal intergovernmental consulting firm will be helpful in achieving effective outcomes on behalf of Ramsey County residents; Now, Therefore Be It

RESOLVED, that the Ramsey County Regional Railroad Authority staff is authorized to issue a Request for Proposals (RFP) for federal intergovernmental relations consulting assistance, in accordance with County policies and procedures, with direction to staff to return to the Regional Railroad Authority with a recommendation for selection of a vendor.



Ramsey County Regional Railroad Authority Request for Proposals ("RFP")

RFP #: RRA0000000776

RFP Title: State Government Relations Services

Expiring Contract: Yes

Send response to:
Ramsey County Procurement
210 Court House
15 West Kellogg Boulevard
Saint Paul, MN 55102

Procurement Specialist Name: Karen Bollinger
Procurement Specialist Email: karen.bollinger@co.ramsey.mn.us
Procurement Specialist Telephone: 651-266-8077
Procurement Specialist Fax: 651-266-8070

Responses must be received by 2:00 p.m. Central time on October 15, 2015.

THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. Ramsey County Regional Railroad Authority has no obligation to place an order as a result of this inquiry.

Solicitation Schedule

Listed below are specific dates and times of actions related to this solicitation. Actions with specific dates and/or times must be completed as indicated unless changed by Ramsey County Regional Railroad Authority. With the exception of the anticipated contract start date, in the event that RCRRA or Ramsey County finds it necessary to change any of the specific dates and/or times in the schedule listed below, it will do so by issuing an addendum which will be posted to Onvia DemandStar.

RFP Released:	September 23, 2015
Contractor Questions Due:	October 02, 2015
Addendum with Answers to Questions Issued:	October 05, 2015
Solicitation Responses Due:	October 15, 2015
Solicitation Public Opening:	October 15, 2015
Notice of Interviews:	Week of October 26, 2015
Interviews:	Week of November 09, 2015
Notice of Intent to Award:	Week of November 23, 2015
Anticipated Contract Start Date:	January 01, 2016

Solicitation Description

Qualified Consultant or Consulting firm to provide professional state intergovernmental relations or lobbying services.

1. Project Information

1.1. Purpose

Ramsey County Regional Railroad Authority, a political subdivision of the state of Minnesota ("RCRRA", seeks proposals from a qualified "Consultant", "Contractor" or "Consulting firm" to provide professional state intergovernmental relations or lobbying services. The selected lobbyist(s) will develop and advance the policy and budgetary initiatives of the RCRRA. The top priority is the development of a legislative strategy to advance policy goals of the RCRRA and to improve financial resources for the advancement of regional transitways.

1.2. Background Information

The RCRRA is an agency that supports rail transportation in Ramsey County and the Twin Cities metropolitan area, by advancing major transit projects, including Union Depot Multimodal Transportation and Transit Hub in downtown St. Paul, River View and Rush Line corridors and passenger rail.

1.3. Scope of Services

The Contractor shall

A. General

RCRRA is seeking a qualified lobbyist to identify and seek funding sources at the state level. The Consultant or Consulting firm will work directly with the Chair and members of the RCRRA, the Director of the RCRRA and the staff or their designees on specific projects. The Consultant or Consulting firm will report directly to the Director of RCRRA, who will administer the contract. The Consultant or Consulting firm will be expected to provide written communication monthly or as needed to the RCRRA on state transportation legislative issues.

B. Project Services

The following tasks are included to guide the proposing individual or firm in the development of project approaches, schedules, and budgets associated with the lobby services.

- o Identify State transit legislative issues, including light rail, commuter rail, buses and high speed rail that should come to the attention of the RCRRA
- o Identify favorable and unfavorable State legislative proposals, and work with the legislators to enact proposals in accordance with RCRRA positions
- o Identify demonstration grants of interest to RCRRA
- o Apprise RCRRA of any state agency rules/developments that may affect the RCRRA
- o Work with the Association of Minnesota Counties, Counties Transit Improvement Board and other state and local associations to complete joint lobbying and keep the RCRRA apprised as to what others are doing
- o Be available for consultation with RCRRA, Director and Intergovernmental staff
- o Attend and provide assistance and consultation to RCRRA attendees during the state legislative conferences and meetings
- o Provide consultations on public relations, strategy and analysis
- o Make oral presentations to the RCRRA when requested
- o Work with the Director to prepare written reports to RCRRA
- o Provide an outcome-driven evaluation that assesses the success of the legislative program and specific issues
- o Work with RCRRA to identify, develop and promote program proposals for which state funding can be sought and secured
- o State lobbyist is expected to work closely with other state and local agencies that the RCRRA interacts with such as Minnesota Department of Transportation, Metropolitan Council, and Counties Transit Improvement Board
- o Consultant or Consulting firm will work with RCRRA to formulate tasks and deliverables

C. The Consultant or Consulting firm shall supply all labor, materials and other incidentals necessary to perform the services being requested.

D. Staff

Consultant or Consulting firm must have adequate employees and resources to manage the demands of multiple requests within designated timelines as requested by the RCRRA.

A primary and backup staff member is to be designated to RCRRA to provide the requested services. If at any time during the contract, one of the designated staff leave the firm, the RCRRA will be notified immediately and allowed an opportunity to interview their replacement.

E. Additional Services

Throughout the duration of the contract, RCRRA may request additional related services.

1.4. Contractor Qualifications

A. Consultant or Consulting firm must be able to demonstrate a minimum of five (5) years' experience in providing the services described in Section 1.3.

B. Consultant or Consulting firm must be able to demonstrate a proven track record of a results-oriented approach

1.5. Multiple Contractors

1.5.1.

RCRRA reserves the right to contract with one or more Contractors whose solicitation response meets or exceeds an average score of 75 % based on the evaluation criteria stated in this solicitation. Contracts executed as a result of this solicitation shall not exceed five (5) years.

1.6. Contract Term

The anticipated term of the resulting Agreement shall be from January 01, 2016 and shall continue for two (2) years and may be renewed up to three (3) additional one-year periods. Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

1.7. Costs

1.7.1.

The resulting contract fee shall be a rate setting contract without a not to exceed threshold.

1.7.2.

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the work.

1.7.3.

The solicitation response shall not include applicable state sales tax.

1.8. Subcontractors

Subcontractors may be used to perform work under the resulting contract.

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

RCRRA will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation. RCRRA expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all solicitation responses. The RCRRA reserves the right to waive any minor irregularities in the solicitation process. All communications during the solicitation process regarding this solicitation shall be directed to the solicitation contact assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other RCRRA or County employees or elected officials regarding this solicitation at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

2.2. Solicitation Questions

All questions concerning this solicitation shall be submitted in writing to the solicitation contact at the fax number or email address listed above.

2.3. Solicitation Addenda

Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

2.4. Collusion

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, RCRRA or Ramsey County employees or RCRRA Board members. Evidence of such activity will result in rejection of the solicitation response.

2.5. Solicitation Response Format and Content

Contractors shall include the following forms and information in their solicitation responses. Responses should be a maximum of 30 pages, not including attachments.

2.5.1.

Completed Solicitation Response Form, attached.

2.5.2.

Completed Contractor Information and Reference Form, attached.

2.5.3.

A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, and the status of each claim.

2.5.4.

The proposal must contain the following information, presented in the order shown:

- i. Profile of proposer, including size and organizational structure, past history, and the status and outcome of any lawsuits brought against the proposer in the past five years.
- ii. Description of proposer's overall approach, including what the proposer considers to be the top five transportation issues that are/will affect regional railroad authorities and other transit providers during the next year
- iii. Breakdown of project by phases or tasks. For each phase or task listed, identify:

1. Specific staff to be involved, roles, responsibilities
2. Time commitment for each person
3. RCRRA responsibilities
- iv. Description of proposer's past experience providing similar services
 1. Names and addresses of representative clients including contact person who can serve as reference
 2. Description of services provided
 3. Length of contract
- v. Resumes of key project participants, particularly the individual who will be assigned as the Chief Lobbyist. Resumes should include past Federal legislative performance, specific experience in policy formulation, consultation and strategic planning for local units of government. This narrative should include areas where this individual has expertise, especially as it related to transportation and RRA's. Indicate relationship with members of the Minnesota Congressional delegation
- vi. Costs proposal for a flat fee per year for the services required under Scope of Services, Project Tasks
 1. All costs to be charged to the RCRRA
 2. Hourly rates for staff
- vii. Disclosure of political parties your firm has identified with and/or made contributions to and also the firm contribution policy
Policy of the firm in regard to conflict of interest and what current contracts you hold that may be considered in conflict if you were to receive this contract

2.5.5.

Submission of a solicitation response constitutes agreement by the contractor that it has read and will comply with all provisions in this solicitation document, including the General Contract/Agreement Terms and Conditions, and any addenda issued, and not on oral statements. Solicitation responses shall be signed by a contractor representative authorized to bind the contractor. If a contractor fails to submit the required forms and content, the solicitation response will be considered non-responsive and shall be rejected.

2.6. Response Submission

Contractors must submit one original and 7 copy (ies) of the solicitation response in writing and unbound. The original shall be submitted in a sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. The requested copies shall be packaged together, in a separate sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. Proposal responses must be received no later than 2:00 P.M., Central time, on October 15, 2015. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name will be read at public opening.

2.7.

In addition, contractors shall include a complete copy of the solicitation response in the following electronic format(s):

One (1) soft copy of the original proposal with the Cost Proposal Worksheet(s) on a portable USB storage device (e.g. flash drive, thumb drive, jump drive) wrapped or boxed together with same identification information required in Article 2.6.

NOTE and CLARIFICATION FOR 2.6 ABOVE: The preference is to receive the original copy of the solicitation response unbound and the 7 copies bound.

2.8. Solicitation Response

2.8.1.

Upon submission, a solicitation response becomes the property of the RCRRA and will not be returned. RCRRA retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minn. Stat. §13.591 governing data practices.

2.8.2.

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

2.9. Solicitation Response Acceptance

Solicitation responses shall be unconditionally accepted without alteration or correction, except as authorized.

2.10. Conditioning Solicitation Responses Upon Other Awards Not Acceptable

Solicitation responses conditioned upon receiving award of both the particular contract being solicited and another RCRRA or Ramsey County contract shall be rejected.

2.11. Solicitation Response Mistakes

2.11.1.

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initialed by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to the RCRRA will prevail.

2.11.2.

Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.

2.12. Evaluation and Selection Process

2.12.1. Creation of Evaluation Team

The RCRRA shall create an Evaluation Team consisting of RCRRA, County employees, consultants, and if determined by RCRRA, community representatives who represent different backgrounds, experience, subject matter, and organization interests or departments. After the submission date and time, contractors may have direct communications regarding the subject matter of this solicitation with Evaluation Team members, RCRRA or Ramsey County employees, RCRRA elected officials, and RCRRA or County consultants only in response to a request from the RCRRA or Ramsey County as provided in 2.1., above. Violation of this provision shall disqualify the contractor from further consideration.

2.12.2.

The Evaluation Team shall evaluate the written solicitation responses using the following Evaluation Criteria, with the identified maximum points values:

Evaluation Criteria and Maximum Points Value

- 25 Contractor Qualifications (experience, training, technical and professional ability)
- 30 Key Personnel Qualifications (experience, training, technical and professional ability)
- 25 Project Understanding and Approach
- 20 Cost

100 Total Possible Points

2.12.3.

The RCRRA reserves the right to interview any or all proposers, or to require a demonstration or a site visit at its discretion. The RCRRA is not responsible for any costs incurred by the proposer in preparing for or participating in an interview, demonstration, or site visit.

2.12.4.

If interviews are required, Contractors selected for interviews shall be given enough time to make necessary interview preparation and travel arrangements. All Contractors interviewed shall be given the same amount of time for the interview.

2.12.5.

The RCRRA reserves the right to request any additional information at any stage of the solicitation process. Compliance shall be at the contractor's expense.

2.13. Selection

2.13.1.

The RCRRA is not bound to accept the lowest cost.

2.13.2.

The RCRRA reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of Contractors as the RCRRA deems to be in its best interests.

2.13.3.

A written Notice of Intent to Award shall be sent to the contractor who scored the highest in accordance with the evaluation criteria as stated in the solicitation document.

2.14. Notice of Intent to Award

The following must be submitted in response to a Notice of Intent to Award within the time period identified within the Notice of Intent to Award:

2.14.1.

Request for Taxpayer Identification Number and Certification, I.R.S. Form W-9

2.14.2.

Certificate of Insurance (COI)

2.14.3.

A PDF of Contractor's current status with the Minnesota Secretary of State's Certificate of Registration. All Contractors shall be properly registered with the State of Minnesota and submit proof of active registration prior to contract award. Contractor's whose main office is not in the State of Minnesota must register with the State of Minnesota as a Foreign vendor and provide a PDF of your status with the Minnesota Secretary of State's Certificate of Registration.

2.15. Public Notice

RCRRA and Ramsey County uses Onvia DemandStar "DemandStar" to release all competitive solicitations and associated addenda. Onvia offers contractors immediate and automatic notification of solicitation announcements, documents, results, and prior solicitation information 24 hours a day, 7 days a week. Subscription to DemandStar is free by following the DemandStar Registration Instructions. Contractors may contact DemandStar directly by calling 1-800-711-1712. Construction related solicitations shall be published in the County's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in the County's official newspaper for at least two weeks. Public notice of the solicitations shall include a reasonable time to allow for receipt of solicitation responses.

2.16. Application for Designation of Trade Secret Information

If a Contractor completes a Contractor Application for Designation of Trade Secret Information request and has attached the form to their solicitation response, the solicitation response and request shall immediately be given to the County's Procurement Manager who shall consult with the appropriate County Attorney for a written determination in response to the Contractor's request.

2.17. Only One Solicitation Response Received

If only one solicitation response is received, an award may be made to the single Contractor if the RCRRA finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

3. General Contract/Agreement Terms and Conditions

3.1. Payment

3.1.1.

Invoices shall show applicable Minnesota sales tax of 6.875% separately.

3.1.2.

No payment will be made until the invoice has been approved by the RCRRA.

3.1.3.

Payment shall be based on a negotiated payment schedule.

3.2. Application for Payments

3.2.1.

The Contractor may not submit invoices more than once a month.

3.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

3.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

3.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the RCRRA.

3.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

3.2.6.

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

3.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of the RCRRA.

3.4. Successors, Subcontracting and Assignment

3.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the RCRRA in respect to all covenants, contracts and obligations contained in this Agreement.

3.4.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the RCRRA and subject to such conditions and provisions as the RCRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

3.5. Compliance With Legal Requirements: The following are general terms and conditions for the contract that results from this solicitation.

3.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

3.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the

contract, including registration to do business in Minnesota with the Secretary of State's Office.

3.6. Data Practices

3.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, 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.

3.6.2.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA or Ramsey County data is contained or which are used to access RCRRA or Ramsey County data in the course of providing services under this Agreement. Access to RCRRA or Ramsey County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services are provided, at the end of the Project all RCRRA or Ramsey County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the RCRRA or Ramsey County written verification that the data has been purged.

3.7. Security

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

Contractors shall report to RCRRA any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the RCRRA not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the RCRRA may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

The RCRRA retains the right to inspect and review the Contractor's operations for potential risks to RCRRA or Ramsey County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

All RCRRA and Ramsey County data and intellectual property stored in the Contractor's system is the exclusive property of the RCRRA or Ramsey County, respectively.

3.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the RCRRA and Ramsey County, their officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the RCRRA or Ramsey County, their 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 the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

3.9. Contractor's Insurance

3.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

3.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the RCRRA contracting department evidencing such coverage to the RCRRA throughout the term of this Agreement.

3.9.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

3.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

3.9.3.2.

RCRRA and Ramsey County, their officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

3.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

3.9.4.1.

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

3.9.4.2.

If the Contractor is providing services to clients, customers, patients, and inmates, and not directly to the RCRRA, then RCRRA, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the RCRRA.

3.9.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

3.9.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

3.9.7.

If the Contractor is driving on behalf of the RCRRA as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

3.9.8.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the RCRRA upon written request.

3.9.9.

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-.

3.9.10.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the RCRRA.

3.9.11.

All Certificates of Insurance shall provide that the insurer give the RCRRA prior written notice of cancellation or non-renewal of the policy as required by the provisions of Minn. Stat. Ch. 60A, as applicable.

3.9.12.

The Contractor shall provide the RCRRA with prior notice of any lapse in the insurance required under this Agreement including cancellation and/or non-renewal or material change in coverage. The Contractor who is providing services on behalf of the RCRRA shall notify its insurer that the RCRRA is requiring third party notice of mid-term cancellation per Minn. Stat. §60A.36, Subd. 2a.

3.9.13.

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

3.9.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for the RCRRA or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

3.10. Audit

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

3.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

RCRRA: xxx

Contractor: xxx

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

3.12. Non-Conforming Services

The acceptance by the RCRRA of any non-conforming goods/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.

3.13. Setoff

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

3.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the RCRRA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

3.15. Respectful Workplace and Violence Prevention

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

3.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

3.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of RCRRA Commissioners. The RCRRA may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of RCRRA Commissioners. Upon receipt of the RCRRA's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the RCRRA.

3.18. Termination

3.18.1.

The RCRRA may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the RCRRA upon the commencement of such proceedings or other action.

3.18.2.

If the Contractor violates any material terms or conditions of this Agreement the RCRRA may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

3.18.3.

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

3.19. Interpretation of Agreement; Venue

3.19.1.

The 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.

3.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

3.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

3.21. Alteration

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

3.22. Infringement

3.22.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the RCRRA, defend, indemnify, and hold the RCRRA, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the RCRRA's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The RCRRA will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

3.22.2.

If, as a result of any claim of infringement of rights, the Contractor or RCRRA is enjoined from using, marketing, or supporting any product or service provided under the agreement with the RCRRA (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the RCRRA to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the RCRRA, or propose an equivalent, subject to RCRRA approval. The acceptance of a proposed equivalent will be at the RCRRA's sole discretion. If no alternative is found acceptable to the RCRRA acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any license fees and any other costs paid by the RCRRA in conjunction with the license or use of the materials, reports, documents, data, or documentation.

3.23. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with RCRRA may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the RCRRA.

3.24. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the RCRRA and the Contractor to waive or

alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

SOLICITATION RESPONSE FORM

Solicitation Number: RRA0000000776

Solicitation Title: State Government Relations Services

The following shall be completed by the Contractor:

Contractor Company Name:

Acknowledgement and Number of Solicitation Addenda Received:

PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

Rate Information:

Provide the information requested for those individuals working on this project.

Classification	Individuals Name	Rate per Hour
Primary Lobbyist		
Secondary Lobbyist		

OR

Monthly Retainer Fee - \$ _____ per month

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, RCRRA employees, County employees or RCRRA or County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: RRA0000000776

Solicitation Title: State Government Relations Services



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
CONTRACTOR INFORMATION AND REFERENCE FORM

Ramsey County Regional Railroad Authority requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date:



RCRRA & RAMSEY COUNTY

CONTRACTOR APPLICATION FOR DESIGNATION OF

TRADE SECRET INFORMATION

Solicitation # RRA0000000776

Solicitation Title State Government Relations Services

The submitted quote/bid/proposal includes trade secret information that we, the contractor, believe to be classified as nonpublic (relating to a non-person) or private (relating to a person) information under §13.37 of the Minnesota Government Data Practices Act.

As such, we are requesting that certain provisions of our quote/bid/proposal response, as indicated below, be treated as trade secret data and that any request for access to the trade secret data be handled in accordance with the provisions of Ramsey County's Purchasing Standard Terms and Conditions.

Section

Page #

Topic

We understand that a decision regarding this request will be made by RCRRA prior to award. If this classification request is granted, in the event the designation of this information as trade secrets is challenged, we agree to defend, indemnify, and hold harmless RCRRA and Ramsey County against any claims related to the designation of this data as trade secrets data.

We further understand that RCRRA and Ramsey County considers markings of "confidential" or "trade secrets" in the solicitation response to be insufficient to classify information in a response. We agree to indemnify and hold RCRRA and Ramsey County harmless from any damages arising out of the release of any materials or data unless they are specifically identified above.

Name and Title of Authorized Preparer

Signature

Date



RRCRRA & RAMSEY COUNTY
NO SOLICITATION RESPONSE FORM

RCCRRA and Ramsey County strives to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.

- ☐ 1. We did not feel we could be competitive.
- ☐ 2. We do not furnish the supplies, equipment materials or services requested.
- ☐ 3. Insufficient time to respond.
- ☐ 4. We did not have sufficient staffing to complete the solicitation response.
- ☐ 5. Not interested.
- ☐ 6. Other (350 character limit):

Contractor Name (as on file with the MN Secretary of State's Office, if applicable):

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Draft Resolution

1
2
3 WHEREAS, The Ramsey County Regional Railroad Authority has worked to
4 advance the transit projects that benefit the citizens of Ramsey County; and
5

6 WHEREAS, The Ramsey County Regional Railroad Authority has several
7 important transportation-related initiatives at the state level; and
8

9 WHEREAS, The Ramsey County Regional Railroad Authority has an existing
10 contract for state intergovernmental relations that is set to expire on December 31,
11 2015; and
12

13 WHEREAS, The Ramsey County Regional Railroad Authority has a strong
14 interest in having state funded assistance in planning and implementation of transit
15 corridors; and
16

17 WHEREAS, The service of a state intergovernmental consulting firm is helpful in
18 assuring that outcome; Now, Therefore, Be It
19

20 RESOLVED, The Ramsey County Regional Railroad Authority staff is authorized
21 to issue a Request for Proposals for state intergovernmental relations consulting
22 assistance, in accordance with the County policies and procedures on Requests for
23 Proposals, with direction to staff to return to the Regional Rail Authority with a
24 recommendation for selection of a vendor.