



Ramsey County Regional Railroad Authority.
Records.

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The Ramsey County Regional Railroad Authority met in regular session at 9:26 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, Assistant County Attorney.

1. Agenda of January 5, 2016 is presented for approval

VOTING

Motion by: Victoria Reinhardt

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. Minutes from December 22, 2015 are presented for approval

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			

3. Election of Officers for 2016 (R2016-01, R2016-02, R2016-03, R2016-04)

VOTING

Motion by: Victoria Reinhardt

Second by: Blake Huffman

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			

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Rafael Ortega to serve as Chair of the Ramsey County Regional Railroad Authority for the year 2016.

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Victoria Reinhardt to serve as Vice-Chair of the Ramsey County Regional Railroad Authority for the year 2016.

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Blake Huffman to serve as Secretary of the Ramsey County Regional Railroad Authority for the year 2016.

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Toni Carter to serve as Treasurer of the Ramsey County Regional Railroad Authority for the year 2016.

5. Appointments to Outside Committees for 2016 (R2016-05)

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			

WHEREAS, The Board of Ramsey County Commissioners organized a regional railroad authority pursuant to Minnesota Statutes Chapter 398A by Resolution 87-230 in April, 1987; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Rush Line Task Force for 2016:

Victoria Reinhardt, Chair
Blake Huffman, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Red Rock Corridor for 2016:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Robert Street Corridor for 2016:

Rafael Ortega
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2016:

Mary Jo McGuire
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Minnesota High Speed Rail Commission for 2016:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northstar Corridor for 2016:

Victoria Reinhardt
Janice Rettman, Alternate

And be it Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Gateway Corridor for 2016:

Rafael Ortega
Victoria Reinhardt, Alternate
Jim McDonough, Alternate

And be it Finally

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Riverview Corridor for 2016:

Rafael Ortega
Jim McDonough, Alternate
Victoria Reinhardt, Alternate

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:30 am.


Sandra Jacobson
Administrative Secretary

Regional Railroad Authority Meeting
January 5, 2016 – ROLL CALL

Call to Order: 9:20am

1. ATTENDANCE ROLL CALL

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

2. Agenda of January 5, 2016 is presented for approval

Moved: VR Seconded: MM

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

3. Minutes from December 22, 2015 are presented for approval

Moved: JM Seconded: TC

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

4. Election of Officers for 2016

Moved:

VR

Seconded:

BH

YEA NAY ABSENT

Jim McDonough

✓

Mary Jo McGuire

✓

Victoria Reinhardt

✓

Janice Rettman

✓

Toni Carter

✓

Blake Huffman

✓

Rafael Ortega

✓

5. Appointments to Outside Committees for 2016

Moved:

VR

Seconded:

JR

YEA NAY ABSENT

Jim McDonough

✓

Mary Jo McGuire

✓

Victoria Reinhardt

✓

Janice Rettman

✓

Toni Carter

✓

Blake Huffman

✓

Rafael Ortega

✓

Meeting adjourned at 9:30 AM/PM

Good year in 2015

— Ortega as Chair
— Reinhardt VC

✓
✓
✓
✓
✓
✓
✓

— Secretary — Huffman
JM VR

✓
✓
✓
✓
✓
✓
✓

Treasurer — Carter
MM JM

✓
✓
✓
✓
✓
✓
✓



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

REGIONAL RAILROAD AUTHORITY ANNUAL ORGANIZATIONAL MEETING

Tuesday, January 05, 2016

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

1. **ROLL CALL**

2. **Agenda of January 5, 2016 is presented for approval**

Approve the Agenda of January 5, 2016.

3. **Minutes from December 22, 2015 are presented for approval**

Approve the minutes from December 22, 2015.

4. **Election of Officers for 2016**

Election of Officers for the year 2016

- 1) Election of the Chair; and
- 2) Election of the Vice-Chair; and
- 3) Election of the Secretary; and
- 4) Election of the Treasurer

5. **Appointments to Outside Committees for 2016**

Approve appointments to various Outside Committees for the year 2016.

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-1

Committee: Regional Railroad Authority

Meeting Date: 1/5/2016

SUBJECT

Agenda of January 5, 2016 is presented for approval

REQUESTED ACTION

Approve the Agenda of January 5, 2016.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-2

Committee: Regional Railroad Authority

Meeting Date: 1/5/2016

SUBJECT

Minutes from December 22, 2015 are presented for approval

REQUESTED ACTION

Approve the minutes from December 22, 2015.

ATTACHMENTS

1. Draft Minutes

The Ramsey County Regional Railroad Authority met in regular session at 10:12 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 December 22, 2015 is presented for approval

VOTING

Motion by: Mary Jo McGuire

Second by: Jim McDonough

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. Minutes from December 15, 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			

3. Agreement with Lockridge Grindal Nauen PLLP for Federal Intergovernmental Relations Consulting Assistance (R2015-29)

VOTING

Motion by: Victoria Reinhardt

Second by: Toni Carter

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, Contracting for assistance by a qualified individual or firm specializing in federal governmental relations services advances positive outcomes for Ramsey County Regional Railroad Authority and Ramsey County on high-priority initiatives that benefit the citizens of Ramsey County; and

WHEREAS, A qualified individual or firm with expertise in a wide array of Ramsey County issues including transportation, human services, public health, corrections, public safety and local taxation would facilitate coordination and efficient representation for the Regional Railroad Authority and the County; and

WHEREAS, The Ramsey County Regional Railroad Authority and Ramsey County are coordination contracting for federal intergovernmental consulting assistance through a cooperative purchasing approach to eliminate administrative duplication and provide enhanced flexibility, tracking and managing outcomes

WHEREAS, The Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for Federal Intergovernmental consulting assistance; and

WHEREAS, A Proposal Evaluation Committee, comprised of staff members from Ramsey County Regional Railroad Authority and Ramsey County Government Relations, was formed to review proposals from three firms based on the criteria identified in the Request for Proposals; and

WHEREAS, The Proposal Evaluation Committee recommends the selection of Lockridge Grindal Nauen PLLP to serve as the Federal intergovernmental consultant for Ramsey County Regional Railroad Authority and for Ramsey County Government Relations; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Lockridge Grindal Nauen PLLP for federal intergovernmental relations consulting assistance; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement with Lockridge Grindal Nauen for federal intergovernmental relations consulting assistance, for the period of January 1, 2016 through December 31, 2017 in a not to exceed amount of \$80,000 for Ramsey County Regional Railroad Authority and a not to exceed amount of \$80,800 for Ramsey County Government Relations; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2018 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office; 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.

4. Agreement with Larkin Hoffman Daly & Lindgren LTD for State Intergovernmental Relations Consulting Assistance (R2015-30)

VOTING

Motion by: Toni Carter

Second by: Jim McDonough

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 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 a strong interest in having state funded assistance in planning and implementation of transit corridors; and

WHEREAS, The Ramsey County Regional Railroad Authority authorized the issuance of a Request for Proposals for state intergovernmental consulting assistance; and

WHEREAS, A Proposal Evaluation Committee (PEC), comprised of staff members from Ramsey County Regional Railroad Authority, Ramsey County, and Washington County, was formed to review proposals from five firms; and

WHEREAS, The PEC interviewed five consultant firms; and

WHEREAS, The PEC recommends the selection of Larkin Hoffman to serve as the state intergovernmental consultant to the RCRRA; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Larkin Hoffman Daly & Lindgren LTD, 8300 Norman Center Drive, Suite 1000, Minneapolis, MN 55437-1060 for state intergovernmental relations consulting assistance; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement with Larkin Hoffman Daly & Lindgren LTD for state intergovernmental relations consulting assistance, for the period of January 1, 2016 through December 31, 2017 in the amount of \$96,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to renew the term of the agreement for the period of January 1, 2018 through December 31, 2020 with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office; 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.

5. Agreement with The Regents of the University of Minnesota dba University of Minnesota for Consulting Services (R2015-31)

VOTING

Motion by: Toni Carter

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 has worked to advance transit projects and corridors to the benefit of the citizens of Ramsey County; and

WHEREAS, The Ramsey County Regional Railroad Authority is currently undertaking Pre-Project Development studies for both the Rush Line and Riverview corridors; and

WHEREAS, The completion of pre-project development study for each corridor will result in the selection of the best vehicle and route for the corridor, its Locally Preferred Alternative; and

WHEREAS, The Locally Preferred Alternative for the Rush Line Corridor will be identified in the summer of 2016; and

WHEREAS, The Locally Preferred Alternative for the Riverview Corridor will be identified in the fall of 2016; and

WHEREAS, Both corridors are currently analyzing multiple alternatives to determine impacts, benefits, costs and ridership; and

WHEREAS, Public Engagement is critical to thorough and successful implementation of transitway projects; and

WHEREAS, every effort should be made to engage the public in as many ways as possible to gather their input; and

WHEREAS, the Metropolitan Design Center offers an opportunity to engage the public through a unique approach to engagement that includes research of existing projects, hands-on modeling and 3D visualizations and student analysis. Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the agreement with The Regents of the University of Minnesota dba University of Minnesota, 200 Oak Street SE, Suite 450, Minneapolis, MN to provide consulting services for public engagement and design activities for the Riverview and Rush Line Corridors, for the period of January 1, 2016 to December 31, 2016, in an amount not to exceed \$286,000; and Be It Further

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

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to transfer up to \$286,000 from the 2015 RCRRA operating budget, to the 2015 RCRRA project budget for consulting services for public engagement and design activities for the Riverview and Rush Line Corridors; 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.

CORRIDOR UPDATES (Discussion can be found on archived video.)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:23 am.

Sandra Jacobson
Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-3

Committee: Regional Railroad Authority

Meeting Date: 1/5/2016

SUBJECT

Election of Officers for 2016

REQUESTED ACTION

Election of Officers for the year 2016

- 1) Election of the Chair; and
- 2) Election of the Vice-Chair; and
- 3) Election of the Secretary; and
- 4) Election of the Treasurer

EXECUTIVE SUMMARY

The Annual Organizational Meeting is the time set by the Ramsey County Regional Railroad Authority for election of officers.

ATTACHMENTS

1. Draft Resolutions

Draft Resolutions

Draft Resolution # 1

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects _____ to serve as Chair of the Ramsey County Regional Railroad Authority for the year 2016.

Draft Resolution # 2

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects _____ to serve as Vice-Chair of the Ramsey County Regional Railroad Authority for the year 2016.

Draft Resolution # 3

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects _____ to serve as Secretary of the Ramsey County Regional Railroad Authority for the year 2016.

Draft Resolution # 4

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects _____ to serve as Treasurer of the Ramsey County Regional Railroad Authority for the year 2016.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-4

Committee: Regional Railroad Authority

Meeting Date: 1/5/2016

SUBJECT

Appointments to Outside Committees for 2016

REQUESTED ACTION

Approve appointments to various Outside Committees for the year 2016.

EXECUTIVE SUMMARY

The Annual Organizational Meeting is the time established to approve appointment of Ramsey County Regional Railroad Authority Commissioners to Outside Committees.

BUDGETARY IMPACT

None.

COUNTY MANAGER COMMENTS

None.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Draft Resolution

DRAFT RESOLUTION

WHEREAS, The Board of Ramsey County Commissioners organized a regional railroad authority pursuant to Minnesota Statutes Chapter 398A by Resolution 87-230 in April, 1987; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Rush Line Task Force for 2016:

Victoria Reinhardt, Chair
Blake Huffman, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Red Rock Corridor for 2016:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Robert Street Corridor for 2016:

Rafael Ortega
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2016:

Mary Jo McGuire
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Minnesota High Speed Rail Commission for 2016:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northstar Corridor for 2016:

Victoria Reinhardt
Janice Rettman, Alternate

52
53 And be it Further
54

55 RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby
56 appoint to the Gateway Corridor for 2016:
57

58 Rafael Ortega
59 Victoria Reinhardt, Alternate
60 Jim McDonough, Alternate
61

62 And be it Finally
63

64 RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby
65 appoint to the Riverview Corridor for 2016:
66

67 Rafael Ortega
68 Jim McDonough, Alternate
69 Victoria Reinhardt, Alternate

The Ramsey County Regional Railroad Authority met in regular session at 9:13 AM with the following members present: Carter, McDonough, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. Agenda of January 26, 2016 is presented for approval

VOTING

Motion by: Victoria Reinhardt

Second by: Toni Carter

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. Minutes from January 5, 2016 are presented for approval

VOTING

Motion by: Toni Carter

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			

3. Amendment No. 3 to MnDOT Agreement No. 98171 for Federal funding of the Union Depot Project - Class 1 Railroads (Resolution R2016-06)

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 Ramsey County Regional Railroad Authority is developing the Union Depot as a multi-modal transit hub; and

WHEREAS, Federal funding has been appropriated to support the project through the Minnesota Department of Transportation; and

WHEREAS, an Agency Agreement is required between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority for the administration of the Federal funds; and

WHEREAS, Pursuant to Minnesota Statute Section 161.36, the Commissioner of Transportation is appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, Federal aid funds which may be made available for eligible transportation related projects; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment 1 to Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding of the Union Depot Project – Class 1 Railroads to increase the amount of Agency Agreement No. 98171 to \$14,750,000 for design and construction of track and signal improvements with increased estimated costs; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment 2 to Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding of the Union Depot Project – Class 1 Railroads to reduce the amount of Federal funding to an estimated amount of \$13,968,596.55 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and

WHEREAS, Agency Agreement No. 98171 expires on February 7, 2016 and Class I Railroad work is anticipated to be completed in 2016; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 3 to Minnesota Department of Transportation Agreement No. 98171 with Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 500, St. Paul, MN 55155, to extend the term of the Agreement for the period of February 7, 2016 to February 7, 2017; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment No. 3; 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.

CORRIDOR UPDATES (Discussion can be found on archived video).

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:20 am.


Sandra Jacobson
Administrative Secretary

Regional Railroad Authority Meeting
January 26, 2016 – ROLL CALL

Call to Order: 9:13 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of January 26, 2016 is presented for approval

Moved: VR

Seconded: TC

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

3. Minutes from January 5, 2016 are presented for approval

Moved: TC

Seconded: VR

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

4. Amendment No. 3 to MnDOT Agreement No. 98171 for Federal Funding of the Union Depot Project – Class 1 Railroads

Moved:

JM

Seconded:

YEA

NAY

ABSENT

Mary Jo McGuire

Victoria Reinhardt

Janice Rettman

Toni Carter

Blake Huffman

Jim McDonough

Rafael Ortega

✓

✓

✓

✓

✓

✓

✓

✓

CORRIDOR UPDATES

Rush Line; CTIB; Red Rock

ADJOURNMENT

Meeting adjourned at 9:20 am.



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

REGIONAL RAILROAD AUTHORITY

Tuesday, January 26, 2016
Immediately following the County Board Meeting
Council Chambers – Third Floor Court House

-
1. **ROLL CALL**
 2. **Agenda of January 26, 2016 is presented for approval**
Approve the Agenda of January 26, 2016.
 3. **Minutes from January 5, 2016 are presented for approval**
Approve the minutes from January 5, 2016.
 4. **Amendment No. 3 to MnDOT Agreement No. 98171 for Federal Funding of the Union Depot Project - Class 1 Railroads**
 1. Approve Amendment No. 3 to MnDOT Agreement No. 98171 with MnDOT, 395 John Ireland Boulevard, MS 500, St. Paul, MN 55155, to extend the term of the Agreement for the period of February 7, 2016 to February 7, 2017.
 2. Authorize the Chair to execute Amendment No. 3.
 3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-6

Committee: Regional Railroad Authority

Meeting Date: 1/26/2016

SUBJECT

Agenda of January 26, 2016 is presented for approval

REQUESTED ACTION

Approve the Agenda of January 26, 2016.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-5

Committee: Regional Railroad Authority

Meeting Date: 1/26/2016

SUBJECT

Minutes from January 5, 2016 are presented for approval

REQUESTED ACTION

Approve the minutes from January 5, 2016.

ATTACHMENTS

1. Draft Minutes

The Ramsey County Regional Railroad Authority met in regular session at 9:26 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, Assistant County Attorney.

1. Agenda of January 5, 2016 is presented for approval

VOTING

Motion by: Victoria Reinhardt

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. Minutes from December 22, 2015 are presented for approval

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			

3. Election of Officers for 2016 (R2016-01, R2016-02, R2016-03, R2016-04)

VOTING

Motion by: Victoria Reinhardt

Second by: Blake Huffman

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			

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Rafael Ortega to serve as Chair of the Ramsey County Regional Railroad Authority for the year 2016.

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Victoria Reinhardt to serve as Vice-Chair of the Ramsey County Regional Railroad Authority for the year 2016.

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Blake Huffman to serve as Secretary of the Ramsey County Regional Railroad Authority for the year 2016.

RESOLVED, The Ramsey County Regional Railroad Authority hereby elects Commissioner Toni Carter to serve as Treasurer of the Ramsey County Regional Railroad Authority for the year 2016.

5. Appointments to Outside Committees for 2016 (R2016-05)

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			

WHEREAS, The Board of Ramsey County Commissioners organized a regional railroad authority pursuant to Minnesota Statutes Chapter 398A by Resolution 87-230 in April, 1987; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Rush Line Task Force for 2016:

Victoria Reinhardt, Chair
Blake Huffman, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Red Rock Corridor for 2016:

Janice Rettman
Jim McDonough, Alternate

and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Robert Street Corridor for 2016:

Rafael Ortega
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northeast Diagonal Policy Advisory Committee for 2016:

Mary Jo McGuire
Victoria Reinhardt, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Minnesota High Speed Rail Commission for 2016:

Janice Rettman
Jim McDonough, Alternate

And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Northstar Corridor for 2016:

Victoria Reinhardt
Janice Rettman, Alternate

And be it Further

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Gateway Corridor for 2016:

Rafael Ortega
Victoria Reinhardt, Alternate
Jim McDonough, Alternate

And be it Finally

RESOLVED, The Ramsey County Regional Railroad Authority Commissioners hereby appoint to the Riverview Corridor for 2016:

Rafael Ortega
Jim McDonough, Alternate
Victoria Reinhardt, Alternate

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:30 am.

Sandra Jacobson
Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2015-61

Committee: Regional Railroad Authority

Meeting Date: 1/26/2016

SUBJECT

Amendment No. 3 to MnDOT Agreement No. 98171 for Federal Funding of the Union Depot Project - Class 1 Railroads

REQUESTED ACTION

1. Approve Amendment No. 3 to MnDOT Agreement No. 98171 with MnDOT, 395 John Ireland Boulevard, MS 500, St. Paul, MN 55155, to extend the term of the Agreement for the period of February 7, 2016 to February 7, 2017.
2. Authorize the Chair to execute Amendment No. 3.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

On November 16, 2010, the Ramsey County Regional Railroad Authority (RCRRA) approved an agreement with the Minnesota Department of Transportation (MnDOT) for federal funding of the Union Depot project. Federal transportation funding typically flows to local units of government through either MnDOT or the Met Council. For the Union Depot project, MnDOT is the agent for the receipt of the federal funding and requires an agency agreement with RCRRA to describe the administration of the federal funds process and the responsibilities of the parties.

Agency Agreement No. 98171 between the RCRRA and MnDOT was approved by the RCRRA on February 2, 2011 for federal funding in an estimated amount of \$9,125,000. This amount was identified for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.

Amendments No. 1 and No. 2 to Agreement No. 98171 were approved by the RCRRA in 2013 to adjust the amounts approved in the agreement to estimates necessary to complete the design and construction work and to reassign costs eligible for federal funding.

Agency Agreement No. 98171 expires February 7, 2016. Amendment No. 3 extends the term of the agreement to February 7, 2017. Class 1 Railroad construction work is anticipated to be completed and final billings from the railroads are anticipated to be received in 2016.

Amendment No. 3 to MnDOT Agreement No. 98171 for Federal funding of the Union Depot Project - Class

BUDGETARY IMPACT

Expenditures and revenues are included in the Union Depot project budget.

COUNTY MANAGER COMMENTS

This amendment allows for continuation of Federal reimbursement as the project reaches completion. MnDOT is requiring a signed certified resolution for Amendment No. 3 approval.

PREVIOUS ACTION

Resolution No. R2013-35, dated 10/15/2013, approved Amendment No. 2 to Agency Agreement No. 98171 with MnDOT to reduce the amount of Federal funding to an estimated amount of \$13,968,596.55 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.

Resolution R2013-18, dated 5/7/2013, approved Amendment No. 1 to Agency Agreement No. 98171 with MnDOT to increase the amount of Federal funding in an estimated amount of \$14,750,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.

Resolution R2011-10, dated 2/1/2011, approved Agency Agreement No. 98171 with the MnDOT for Federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility.

Resolution R2010-54, dated 11/16/2010, approved an Agency Agreement with MnDOT for Federal funding of the Union Depot Multi-Modal Transit Hub Project.

ATTACHMENTS

1. Draft Resolution
2. Proposed Amendment No. 3 to MnDOT Contract No. 98171

DRAFT RESOLUTION

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

WHEREAS, Federal funding has been appropriated to support the project through the Minnesota Department of Transportation; and

WHEREAS, An Agency Agreement is required between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority for the administration of the Federal funds; and

WHEREAS, Pursuant to Minnesota Statute Section 161.36, the Commissioner of Transportation is appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, Federal aid funds which may be made available for eligible transportation related projects; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment 1 to Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding of the Union Depot Project – Class 1 Railroads to increase the amount of Agency Agreement No. 98171 to \$14,750,000 for design and construction of track and signal improvements with increased estimated costs; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment 2 to Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding of the Union Depot Project – Class 1 Railroads to reduce the amount of Federal funding to an estimated amount of \$13,968,596.55 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and

WHEREAS, Agency Agreement No. 98171 expires on February 7, 2016 and Class 1 Railroad work is anticipated to be completed in 2016; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 3 to Minnesota Department of Transportation Agreement No. 98171 with Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 500, St. Paul, MN 55155, to extend the term of the Agreement for the period of February 7, 2016 to February 7, 2017; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment No. 3; 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.

AMENDMENT No. 3 TO MnDOT AGREEMENT No.: 98171.

Contract Start Date:	<u>12/17/2010</u>	Original Contract Amount:	<u>\$9,125,000.00</u>
Orig. Contract Exp. Date:	<u>2/7/2016</u>	Prev. Amendment(s) Total:	<u>\$4,843,596.55</u>
		Current Amendment	
Amended Exp. Date	<u>2/7/2017</u>	Amount:	<u>\$0.00</u>
		Current Contract Total	<u>\$13,968,596.55</u>

Project Identification : Railroad force account work for the Union Depot Multimodal Project
091-595-025 AND
 State Project (SP): 091-595-027 Federal Project UDMT 6211(122)

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Ramsey County Regional Rail Authority ("RCRRA").

Recitals

1. MnDOT has a contract with the RCRRA identified as MnDOT Contract Number 98171 ("Agreement") to provide The RCRRA designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project.
2. The contract is being amended because final billings from the railroads that are doing the project work will not be available until after the end of the current contract. A year extension of the agreement will give plenty of time to complete the billing process and close out the contract.
3. The MnDOT and the RCRRA are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article VII. "TERM OF AGREEMENT" is amended as follows:

TERM OF AGREEMENT. This agreement will be effective upon execution by the RCRRA and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for ~~five (5)~~ six (6) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

RCRRA

RCRRA certifies that the appropriate person(s) have executed the Amendment on behalf of RCRRA as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: James A. Mayan

Title: Director

Date: 1/1/16

APPROVED AS TO FORM
By: Paul B. Juby

Title: Assistant County Attorney

Date: December 30, 2015

DEPARTMENT OF TRANSPORTATION

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

By: _____

Title: Director
State Aid for Local Transportation

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

The Ramsey County Regional Railroad Authority met in regular session at 9:40 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Jeff Stephenson, Assistant County Attorney.

1. Agenda of February 9, 2016 is presented for approval

VOTING

Motion by: Toni Carter

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. Minutes from January 26, 2016 are presented for approval

VOTING

Motion by: Victoria Reinhardt

Second by: Jim McDonough

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. Riverview Corridor Presentation

For information and discussion only.

4. Partnership Agreement with the Minnesota Department of Transportation (Resolution R2016-07)

VOTING

Motion by: Janice Rettman

Second by: Toni Carter

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

WHEREAS, In July, 2015 the Minnesota Department of Transportation released the Evaluation of a Second Daily Intercity Passenger Rail Frequency between Minnesota and Chicago which analyzed the feasibility of adding an additional passenger rail round trip between Minnesota and Chicago and was done in cooperation with the Wisconsin Department of Transportation and Amtrak; and

WHEREAS, The Study concluded that adding an additional passenger rail round trip between Union Depot and Chicago in the current Empire Builder route was the most feasible to implement and recommended the preparation of an Environmental Assessment for the corridor to determine the need for capital improvements in track, rolling stock and facilities, to develop a service plan that fits with freight traffic, and to assess the environmental impacts and needed mitigation for the project; and

WHEREAS, A Work Scope for an Environmental Assessment was developed and shared with Wisconsin Department of Transportation, Ramsey County Regional Railroad Authority, and the Federal Railroad Administration; and

WHEREAS, The Federal Railroad Administration informed Minnesota Department of Transportation that the work scope better fit into two phases; Phase 1 includes the development of a purpose and need, train schedule refinements, identification of additional rail track capacity through Rail Traffic Controller (RTC) modeling, railroad coordination, capital cost estimates and conceptual engineering; and

WHEREAS, The cost to complete Phase 1 of the Environmental Assessment is estimated at \$600,000 which will be split equally between the state of Wisconsin and the state of Minnesota; and

WHEREAS, The Wisconsin Department of Transportation has secured \$300,000 for Phase 1 of the Environmental Assessment; however, the Minnesota Department of Transportation did not have matching funds available; and

WHEREAS, The Ramsey County Regional Railroad Authority in Resolution R2015-47 agreed to provide Minnesota's \$300,000 match to Wisconsin funds; and

WHEREAS, The Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Study – Phase 1 Partnership Agreement (Partnership Agreement) was developed to formalize transfer of funding as well as the work scope and roles and responsibilities for the Phase 1 Study between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Partnership Agreement with the Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 215, St. Paul, MN 55155, to complete the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Study – Phase 1 for the period of February 9, 2016 through December 31, 2017, in an amount not to exceed \$300,000; And, Be It Further

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

5. **Joint Powers Agreement Amendment with Minnesota High Speed Rail Commission
(Resolution R2016-08)**

VOTING

Motion by: Janice Rettman

Second by: Blake Huffman

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 Minnesota High Speed Rail Commission is a joint powers board under the provisions of Minnesota Statutes Sections 471.59 and;

WHEREAS, The Minnesota High Speed Rail Commission is established by a Joint Powers Agreement by and between Ramsey County Regional Railroad Authority, Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Minnesota High Speed Rail Commission is working to establish high-speed intercity passenger rail service between the Union Depot Multi-Modal Transportation Hub in Saint Paul and Chicago along the current Amtrak Empire Builder route in Minnesota which parallels the Mississippi River (the River Route); and

WHEREAS, The La Crosse Area Planning Committee is a Metropolitan Planning Organization, a federally mandated and federally funded transportation policy-making organization in the United States that is made up of representatives from local government and governmental transportation authorities; and

WHEREAS, The La Crosse Area Planning Committee is an ex officio member of the Minnesota High Speed Rail Commission and has expressed interest in joining the Minnesota High Speed Rail Commission as a Financial Party; and

WHEREAS, The Minnesota High Speed Rail Commission determined that it would be desirable for the La Crosse Area Planning Committee to join the Minnesota High Speed Rail Commission as a Financial Party, recognizing La Crosse Area Planning Committee's importance for the work of the Minnesota High Speed Rail Commission and to ensure that the public, business leaders and legislators in the La Crosse area are aware of the benefits of high-speed rail in the River Route and invited La Crosse Area Planning Committee to consider joining the Minnesota High Speed Rail Commission; and

WHEREAS, The La Crosse Area Planning Committee voted to join the Minnesota High Speed Rail Commission and participate as a Financial Party; and

WHEREAS, Amending the Joint Powers Agreement will enable the La Crosse Area Planning Committee to join the Minnesota High Speed Rail Commission as a Financial Party; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the amendment to the Joint Powers Agreement with Minnesota High Speed Rail Commission to include La Crosse Area Planning Committee as a Financial Party of the Minnesota High Speed Rail Commission.

CORRIDOR UPDATES (Discussion can be found on archived video)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:18 am.


Sandra Jacobson
Administrative Secretary

Regional Railroad Authority Meeting
February 9, 2016 – ROLL CALL

Call to Order: 9:40 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of February 9, 2016 is presented for approval

Moved: TC

Seconded: MM

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

3. Minutes from January 26, 2016 are presented for approval

Moved: VR

Seconded: JM

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

4. Riverview Corridor Presentation

5. Partnership Agreement with the Minnesota Department of Transportation

Moved:

JR

Seconded:

TC

YEA

NAY

ABSENT

Victoria Reinhardt

Janice Rettman

Toni Carter

Blake Huffman

Jim McDonough

Mary Jo McGuire

Rafael Ortega

6. Joint Powers Agreement Amendment with Minnesota High Speed Rail Commission

Moved:

JR

Seconded:

B/T

YEA

NAY

ABSENT

Victoria Reinhardt

Janice Rettman

Toni Carter

Blake Huffman

Jim McDonough

Mary Jo McGuire

Rafael Ortega

CORRIDOR UPDATES

ADJOURNMENT

Meeting adjourned at

10:18

am.

Transit Reliant vs Transit Dependent



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

REGIONAL RAILROAD AUTHORITY

Tuesday, February 09, 2016
Immediately following the County Board Meeting
Council Chambers – Third Floor Court House

1. **ROLL CALL**

2. **Agenda of February 9, 2016 is presented for approval**

Approve the agenda of February 9, 2016.

3. **Minutes from January 26, 2016 are presented for approval**

Approve the minutes from January 26, 2016.

PRESENTATION / INFORMATION ITEM

4. **Riverview Corridor Presentation**

For information and discussion only.

ADMINISTRATIVE ITEMS

5. **Partnership Agreement with the Minnesota Department of Transportation**

1. Approve the Partnership Agreement with the Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 215, St. Paul, MN 55155, to complete the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Study – Phase 1 for the period of February 9, 2016 through December 31, 2017, in an amount not to exceed \$300,000.
2. Authorize the Chair to execute the agreement.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

6. **Joint Powers Agreement Amendment with Minnesota High Speed Rail Commission**

1. Approve amendment of the Joint Powers Agreement with Minnesota High Speed Rail Commission to include La Crosse Area Planning Committee as a Financial Party member of the Minnesota High Speed Rail Commission.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-10

Committee: Regional Railroad Authority

Meeting Date: 2/9/2016

SUBJECT

Agenda of February 9, 2016 is presented for approval

REQUESTED ACTION

Approve the agenda of February 9, 2016.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-11

Committee: Regional Railroad Authority

Meeting Date: 2/9/2016

SUBJECT

Minutes from January 26, 2016 are presented for approval

REQUESTED ACTION

Approve the minutes from January 26, 2016.

ATTACHMENTS

The Ramsey County Regional Railroad Authority met in regular session at 9:13 AM with the following members present: Carter, McDonough, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. Agenda of January 26, 2016 is presented for approval

VOTING

Motion by: Victoria Reinhardt

Second by: Toni Carter

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. Minutes from January 5, 2016 are presented for approval

VOTING

Motion by: Toni Carter

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			

3. Amendment No. 3 to MnDOT Agreement No. 98171 for Federal funding of the Union Depot Project - Class 1 Railroads (Resolution R2016-06)

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 Ramsey County Regional Railroad Authority is developing the Union Depot as a multi-modal transit hub; and

WHEREAS, Federal funding has been appropriated to support the project through the Minnesota Department of Transportation; and

WHEREAS, an Agency Agreement is required between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority for the administration of the Federal funds; and

WHEREAS, Pursuant to Minnesota Statute Section 161.36, the Commissioner of Transportation is appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, Federal aid funds which may be made available for eligible transportation related projects; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment 1 to Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding of the Union Depot Project – Class 1 Railroads to increase the amount of Agency Agreement No. 98171 to \$14,750,000 for design and construction of track and signal improvements with increased estimated costs; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment 2 to Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding of the Union Depot Project – Class 1 Railroads to reduce the amount of Federal funding to an estimated amount of \$13,968,596.55 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and

WHEREAS, Agency Agreement No. 98171 expires on February 7, 2016 and Class I Railroad work is anticipated to be completed in 2016; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 3 to Minnesota Department of Transportation Agreement No. 98171 with Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 500, St. Paul, MN 55155, to extend the term of the Agreement for the period of February 7, 2016 to February 7, 2017; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment No. 3; 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.

CORRIDOR UPDATES (Discussion can be found on archived video).

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:20 am.

Sandra Jacobson
Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-9

Committee: Regional Railroad Authority

Meeting Date: 2/9/2016

SUBJECT

Riverview Corridor Presentation

REQUESTED ACTION

None. For information and discussion only.

EXECUTIVE SUMMARY

Tim Mayasich, Director, and Mike Rogers, Transit Project Manager of Ramsey County Regional Railroad Authority, will present to the Ramsey County Regional Railroad Authority Board, an update on the Riverview Corridor Pre-Project Development Study.

BUDGETARY IMPACT

None.

COUNTY MANAGER COMMENTS

None.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Riverview Corridor Update Presentation

The Ramsey County Regional Railroad Authority met in regular session at 9:40 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Jeff Stephenson, Assistant County Attorney.

1. Agenda of February 9, 2016 is presented for approval

VOTING

Motion by: Toni Carter

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. Minutes from January 26, 2016 are presented for approval

VOTING

Motion by: Victoria Reinhardt

Second by: Jim McDonough

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. Riverview Corridor Presentation

For information and discussion only.

4. Partnership Agreement with the Minnesota Department of Transportation (Resolution R2016-07)

VOTING

Motion by: Janice Rettman

Second by: Toni Carter

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

WHEREAS, In July, 2015 the Minnesota Department of Transportation released the Evaluation of a Second Daily Intercity Passenger Rail Frequency between Minnesota and Chicago which analyzed the feasibility of adding an additional passenger rail round trip between Minnesota and Chicago and was done in cooperation with the Wisconsin Department of Transportation and Amtrak; and

WHEREAS, The Study concluded that adding an additional passenger rail round trip between Union Depot and Chicago in the current Empire Builder route was the most feasible to implement and recommended the preparation of an Environmental Assessment for the corridor to determine the need for capital improvements in track, rolling stock and facilities, to develop a service plan that fits with freight traffic, and to assess the environmental impacts and needed mitigation for the project; and

WHEREAS, A Work Scope for an Environmental Assessment was developed and shared with Wisconsin Department of Transportation, Ramsey County Regional Railroad Authority, and the Federal Railroad Administration; and

WHEREAS, The Federal Railroad Administration informed Minnesota Department of Transportation that the work scope better fit into two phases; Phase 1 includes the development of a purpose and need, train schedule refinements, identification of additional rail track capacity through Rail Traffic Controller (RTC) modeling, railroad coordination, capital cost estimates and conceptual engineering; and

WHEREAS, The cost to complete Phase 1 of the Environmental Assessment is estimated at \$600,000 which will be split equally between the state of Wisconsin and the state of Minnesota; and

WHEREAS, The Wisconsin Department of Transportation has secured \$300,000 for Phase 1 of the Environmental Assessment; however, the Minnesota Department of Transportation did not have matching funds available; and

WHEREAS, The Ramsey County Regional Railroad Authority in Resolution R2015-47 agreed to provide Minnesota's \$300,000 match to Wisconsin funds; and

WHEREAS, The Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Study – Phase 1 Partnership Agreement (Partnership Agreement) was developed to formalize transfer of funding as well as the work scope and roles and responsibilities for the Phase 1 Study between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Partnership Agreement with the Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 215, St. Paul, MN 55155, to complete the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Study – Phase 1 for the period of February 9, 2016 through December 31, 2017, in an amount not to exceed \$300,000; And, Be It Further

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

**5. Joint Powers Agreement Amendment with Minnesota High Speed Rail Commission
(Resolution R2016-08)**

VOTING

Motion by: Janice Rettman

Second by: Blake Huffman

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 Minnesota High Speed Rail Commission is a joint powers board under the provisions of Minnesota Statutes Sections 471.59 and;

WHEREAS, The Minnesota High Speed Rail Commission is established by a Joint Powers Agreement by and between Ramsey County Regional Railroad Authority, Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Minnesota High Speed Rail Commission is working to establish high-speed intercity passenger rail service between the Union Depot Multi-Modal Transportation Hub in Saint Paul and Chicago along the current Amtrak Empire Builder route in Minnesota which parallels the Mississippi River (the River Route); and

WHEREAS, The La Crosse Area Planning Committee is a Metropolitan Planning Organization, a federally mandated and federally funded transportation policy-making organization in the United States that is made up of representatives from local government and governmental transportation authorities; and

WHEREAS, The La Crosse Area Planning Committee is an ex officio member of the Minnesota High Speed Rail Commission and has expressed interest in joining the Minnesota High Speed Rail Commission as a Financial Party; and

WHEREAS, The Minnesota High Speed Rail Commission determined that it would be desirable for the La Crosse Area Planning Committee to join the Minnesota High Speed Rail Commission as a Financial Party, recognizing La Crosse Area Planning Committee's importance for the work of the Minnesota High Speed Rail Commission and to ensure that the public, business leaders and legislators in the La Crosse area are aware of the benefits of high-speed rail in the River Route and invited La Crosse Area Planning Committee to consider joining the Minnesota High Speed Rail Commission; and

WHEREAS, The La Crosse Area Planning Committee voted to join the Minnesota High Speed Rail Commission and participate as a Financial Party; and

WHEREAS, Amending the Joint Powers Agreement will enable the La Crosse Area Planning Committee to join the Minnesota High Speed Rail Commission as a Financial Party; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the amendment to the Joint Powers Agreement with Minnesota High Speed Rail Commission to include La Crosse Area Planning Committee as a Financial Party of the Minnesota High Speed Rail Commission.

CORRIDOR UPDATES (Discussion can be found on archived video)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:18 am.


Sandra Jacobson
Administrative Secretary

Regional Railroad Authority Meeting
February 9, 2016 – ROLL CALL

Call to Order: 9:40 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of February 9, 2016 is presented for approval

Moved: TC Seconded: MM

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

3. Minutes from January 26, 2016 are presented for approval

Moved: VR Seconded: JM

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

4. Riverview Corridor Presentation

5. Partnership Agreement with the Minnesota Department of Transportation

Moved: JR	Seconded: TC		
	YEA	NAY	ABSENT
Victoria Reinhardt	✓		
Janice Rettman	✓		
Toni Carter	✓		
Blake Huffman	✓		
Jim McDonough	✓		
Mary Jo McGuire	✓		
Rafael Ortega	✓		

6. Joint Powers Agreement Amendment with Minnesota High Speed Rail Commission

Moved: JR	Seconded: B/T		
	YEA	NAY	ABSENT
Victoria Reinhardt	✓		
Janice Rettman	✓		
Toni Carter	✓		
Blake Huffman	✓		
Jim McDonough	✓		
Mary Jo McGuire	✓		
Rafael Ortega	✓		

CORRIDOR UPDATES

ADJOURNMENT

Meeting adjourned at 10:18 am.

Transit Reliant vs Transit Dependent



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

REGIONAL RAILROAD AUTHORITY

Tuesday, February 09, 2016
Immediately following the County Board Meeting
Council Chambers – Third Floor Court House

1. **ROLL CALL**

2. **Agenda of February 9, 2016 is presented for approval**

Approve the agenda of February 9, 2016.

3. **Minutes from January 26, 2016 are presented for approval**

Approve the minutes from January 26, 2016.

PRESENTATION / INFORMATION ITEM

4. **Riverview Corridor Presentation**

For information and discussion only.

ADMINISTRATIVE ITEMS

5. **Partnership Agreement with the Minnesota Department of Transportation**

1. Approve the Partnership Agreement with the Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 215, St. Paul, MN 55155, to complete the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Study – Phase 1 for the period of February 9, 2016 through December 31, 2017, in an amount not to exceed \$300,000.
2. Authorize the Chair to execute the agreement.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

6. **Joint Powers Agreement Amendment with Minnesota High Speed Rail Commission**

1. Approve amendment of the Joint Powers Agreement with Minnesota High Speed Rail Commission to include La Crosse Area Planning Committee as a Financial Party member of the Minnesota High Speed Rail Commission.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-10

Committee: Regional Railroad Authority

Meeting Date: 2/9/2016

SUBJECT

Agenda of February 9, 2016 is presented for approval

REQUESTED ACTION

Approve the agenda of February 9, 2016.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-11

Committee: Regional Railroad Authority

Meeting Date: 2/9/2016

SUBJECT

Minutes from January 26, 2016 are presented for approval

REQUESTED ACTION

Approve the minutes from January 26, 2016.

ATTACHMENTS

The Ramsey County Regional Railroad Authority met in regular session at 9:13 AM with the following members present: Carter, McDonough, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. Agenda of January 26, 2016 is presented for approval

VOTING

Motion by: Victoria Reinhardt

Second by: Toni Carter

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. Minutes from January 5, 2016 are presented for approval

VOTING

Motion by: Toni Carter

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			

3. Amendment No. 3 to MnDOT Agreement No. 98171 for Federal funding of the Union Depot Project - Class 1 Railroads (Resolution R2016-06)

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 Ramsey County Regional Railroad Authority is developing the Union Depot as a multi-modal transit hub; and

WHEREAS, Federal funding has been appropriated to support the project through the Minnesota Department of Transportation; and

WHEREAS, an Agency Agreement is required between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority for the administration of the Federal funds; and

WHEREAS, Pursuant to Minnesota Statute Section 161.36, the Commissioner of Transportation is appointed as Agent of the Ramsey County Regional Railroad Authority to accept as its agent, Federal aid funds which may be made available for eligible transportation related projects; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding in an estimated amount of \$9,125,000 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment 1 to Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding of the Union Depot Project – Class 1 Railroads to increase the amount of Agency Agreement No. 98171 to \$14,750,000 for design and construction of track and signal improvements with increased estimated costs; and

WHEREAS, The Ramsey County Regional Railroad Authority approved Amendment 2 to Agency Agreement No. 98171 with the Minnesota Department of Transportation for Federal funding of the Union Depot Project – Class 1 Railroads to reduce the amount of Federal funding to an estimated amount of \$13,968,596.55 for Class 1 Railroads to design and construct necessary revisions to existing track configurations to allow proposed services to the Depot facility; and

WHEREAS, Agency Agreement No. 98171 expires on February 7, 2016 and Class I Railroad work is anticipated to be completed in 2016; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 3 to Minnesota Department of Transportation Agreement No. 98171 with Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 500, St. Paul, MN 55155, to extend the term of the Agreement for the period of February 7, 2016 to February 7, 2017; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment No. 3; 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.

CORRIDOR UPDATES (Discussion can be found on archived video).

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:20 am.

Sandra Jacobson
Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-9

Committee: Regional Railroad Authority

Meeting Date: 2/9/2016

SUBJECT

Riverview Corridor Presentation

REQUESTED ACTION

None. For information and discussion only.

EXECUTIVE SUMMARY

Tim Mayasich, Director, and Mike Rogers, Transit Project Manager of Ramsey County Regional Railroad Authority, will present to the Ramsey County Regional Railroad Authority Board, an update on the Riverview Corridor Pre-Project Development Study.

BUDGETARY IMPACT

None.

COUNTY MANAGER COMMENTS

None.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Riverview Corridor Update Presentation



Ramsey County Regional Railroad Authority

February 9, 2016

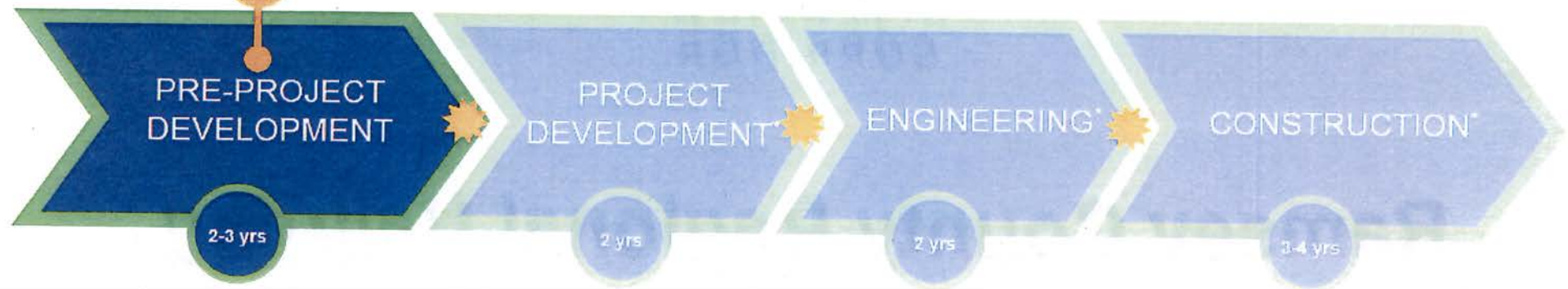
Project Development and Implementation



ongoing public and stakeholder engagement

WE
ARE
HERE

RIVERVIEW CORRIDOR STUDY



- Detailed analysis of modes/alternatives
- Initiate environmental analysis
- Identify locally preferred alternative

- Complete environmental review
- Adopt locally preferred alternative*

- Complete engineering/design

- Full funding grant agreement



If pursuing federal funds, Federal Transit Administration (FTA) approval point



Funding for subsequent phases has not yet been determined

Work in Progress; Subject to Change

Pre-Project Development Study Milestones

1 Complete

**CORRIDOR
VISION**

- Review of Relevant Work
- Current and Future Conditions
- Purpose/Need
- Goals/Objectives

2 *In progress*

**ALTERNATIVES
ANALYSIS**

- Initial Screening ←
- Detailed Definition and Evaluation

3 Summer 2016

**LOCALLY PREFERRED
ALTERNATIVE**

- Implementation Plan
- Early Assessment of Scope for Environmental Review

Strategic Communications / Public and Stakeholder Outreach

Work in Progress; Subject to Change

1

Complete CORRIDOR VISION

- Purpose is to enhance mobility and access to opportunities for residents, businesses, and the region and to cultivate economic prosperity
 - 12 miles long connecting major destinations and neighborhoods
 - More than 50,000 residents and almost 125,000 jobs
 - Significant redevelopment occurring and planned



Work in Progress; Subject to Change

1

Complete
CORRIDOR
VISION

Need for Improved Transit

1. Growing population and employment increases travel demand for different travel markets
2. Support and catalyze reinvestment and economic development
3. Transit-reliant population also need improved transit service
4. Limited opportunity to improve the existing transportation network



1

Complete
CORRIDOR
VISION

What We've Learned from You

- 33 Events, over 900 conversations (March – July, 2015)
- General feedback received
 - Rail transit preferred for elderly, disabled
 - Transit saves employees cost of parking
 - Impacts (good and bad) to businesses
 - Route 54: Good service frequency, but crowded
 - Prefer W. 7th Street
 - Keep Ford site in mind throughout the study
 - Add bigger buses to Route 54
 - Parking is an issue



2

In progress
**ALTERNATIVES
ANALYSIS**

Purpose of Initial Screening

- Analyze the Universe of Alternatives
 - Vehicles (modes)
 - Routes (alignments)
- If an alternative meets the Purpose and Need it will advance into detailed analysis
- Criteria focused on:
 - Types of trips served
 - Activity centers served
 - Proximity to transit-reliant populations
 - Multi-modal connectivity
 - Constraints and property impact considerations
 - Economic development

2

In progress
**ALTERNATIVES
ANALYSIS**

Potential Business Impacts

Under discussion for detailed analysis and beyond...

- Availability of on-street parking/loss of parking vs. business patronage
- Business community sentiment
- Snow removal/storage vs. traffic operations
- Resulting noise levels
- Business interruptions during construction
- Changes in traffic flow vs. business patrons' perception (W. 7th St is less desirable place to drive)
- Employee and customer safety and security

2

In progress
**ALTERNATIVES
ANALYSIS**

Draft Results of Initial Screening – Modes

Highway Bus Rapid Transit



Highway BRT

- Difficult to serve short trips in the corridor due to limited interchange spacing (1/2 to 1 mile)

Commuter Rail



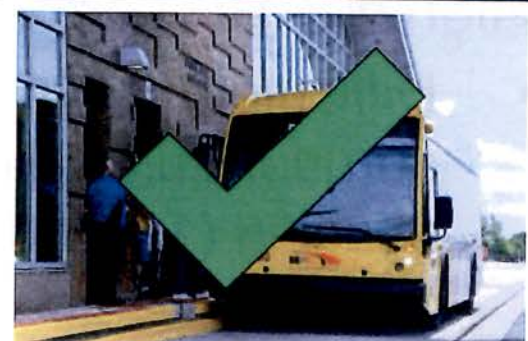
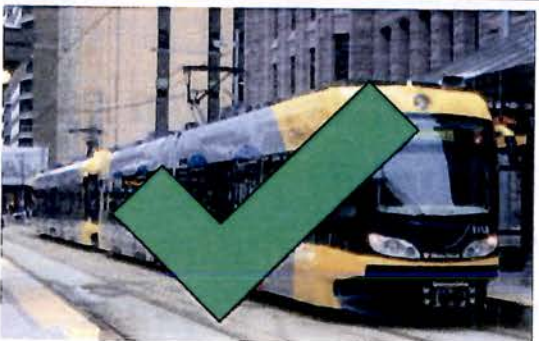
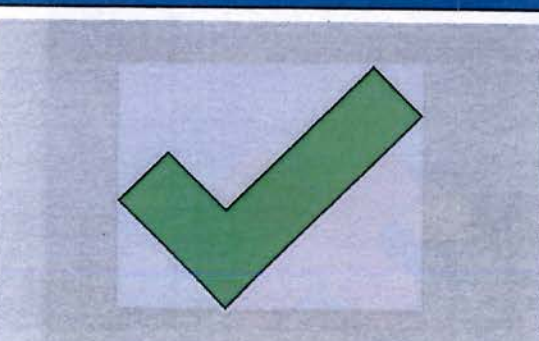
Commuter Rail

- Typical station spacing (>1 mile) would not serve short trips in the corridor
- Focus on commuter trips is incongruent with demand for frequent, all-day service

2

In progress
ALTERNATIVES
ANALYSIS

Draft Results of Initial Screening – Modes

Local Bus	Bus Rapid Transit	Modern Streetcar
		
Light Rail Transit	Diesel Multiple Unit	Hybrid Bus/Hybrid Rail
		

Work in Progress; Subject to Change

2

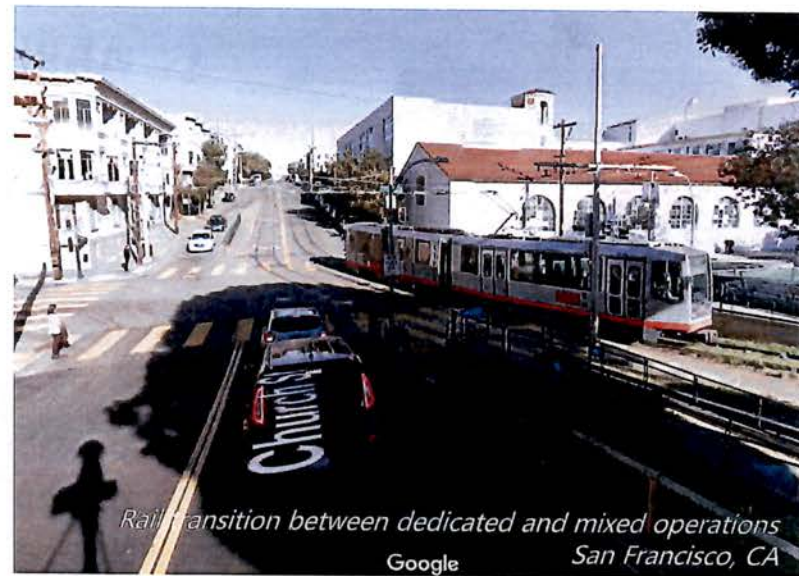
In progress
**ALTERNATIVES
ANALYSIS**

Draft Results of Initial Screening – Modes

Both rail and bus modes work, the challenge is to determine how they should operate.

Hybrid Bus / Hybrid Rail

- Not yet defined, but includes these guiding principles
 - Right-size for the corridor
 - Blur the lines between Arterial BRT and Dedicated BRT as well as Modern Streetcar and Light Rail Transit



<https://youtu.be/KKKQAjmwAO0>

2

In progress ALTERNATIVES ANALYSIS



Subareas



Approach to Initial Screening – Routes

Evaluated on their ability to meet the Purpose and Need through the following criteria:

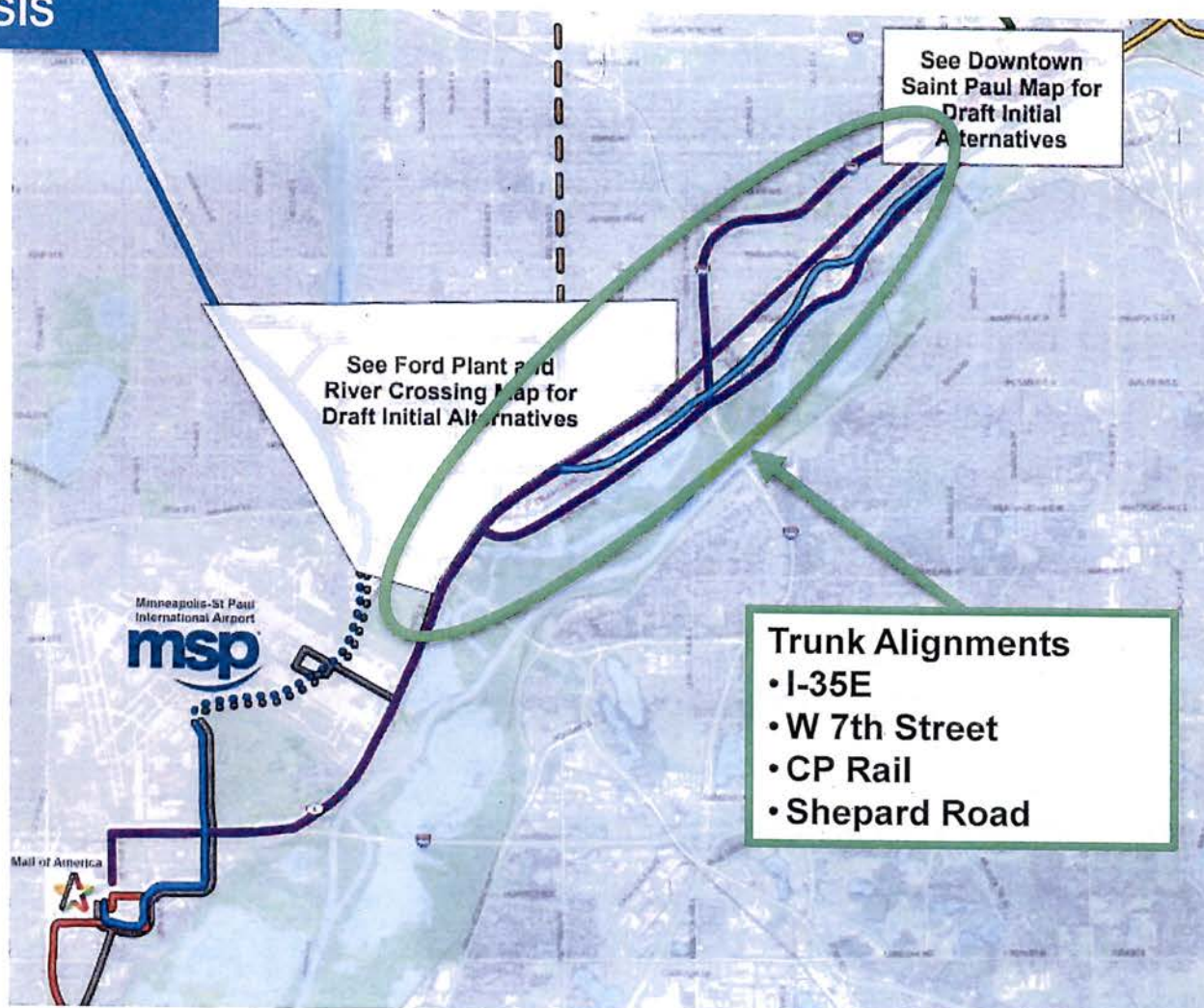
- Ability to serve key activity centers, close to transit-reliant populations, connects people who bike or walk
- Economic development: Ability to serve opportunity areas
- Major constraints/right-of-way considerations: Mississippi River, parkland, historic properties, adjacent properties
- Subareas have additional criteria

Work in Progress; Subject to Change

2

In progress
**ALTERNATIVES
ANALYSIS**

Trunk Alignments



Work in Progress; Subject to Change



**RIVERVIEW
CORRIDOR**

2

In progress
**ALTERNATIVES
ANALYSIS**

Draft Results: I-35E

- Four-lane, divided highway; spans part of the Corridor (Grand Ave-W.7th St)
- Depressed freeway, limited cross-streets/interchanges make for poor pedestrian, bike access
- In a mature residential area = Low economic development potential
- Consent decree prohibits expansion of I-35E



**Does not meet the criteria; remove
from detailed analysis**



I-35E looking south from Grand Avenue

2

In progress
**ALTERNATIVES
ANALYSIS**

Draft Results: Shepard Road

- Four-lane, divided highway; truck route
- Limited pedestrian, bike access because of topography/few cross-streets
- Diverse adjacent development, although one-sided due to River, bluffs, parkland



As a trunk alignment, does not meet the criteria; consider segment(s) in detailed analysis



Shepard Road looking south from Smith Avenue

2

In progress
**ALTERNATIVES
ANALYSIS**

Draft Results: CP Rail

- Two types of freight railroad environments: Mainline and Spur
- Mainline (Downtown to St. Clair)
 - Limited pedestrian access due to Shepard Road, bluff; limited number of cross-streets
 - Limited connections to trip generators, transit-reliant populations
- Spur (St. Clair to Ford Site)
 - Diverse adjacent development
 - Moderate access for pedestrians and bicycles
 - Connects with trip generators, transit-reliant populations



Meets the criteria; carry forward for detailed analysis



CP Rail mainline looking south from Smith Avenue



CP Rail spur east of W. 7th looking east

Work in Progress; Subject to Change

2

In progress
**ALTERNATIVES
ANALYSIS**

Draft Results: W. 7th Street

- Arterial street
- On-street parking between downtown and I-35E
- Diverse adjacent development
- Has highest access for pedestrians, bikes, and connections with trip generators, transit-reliant populations



Looking north near Seven Corners

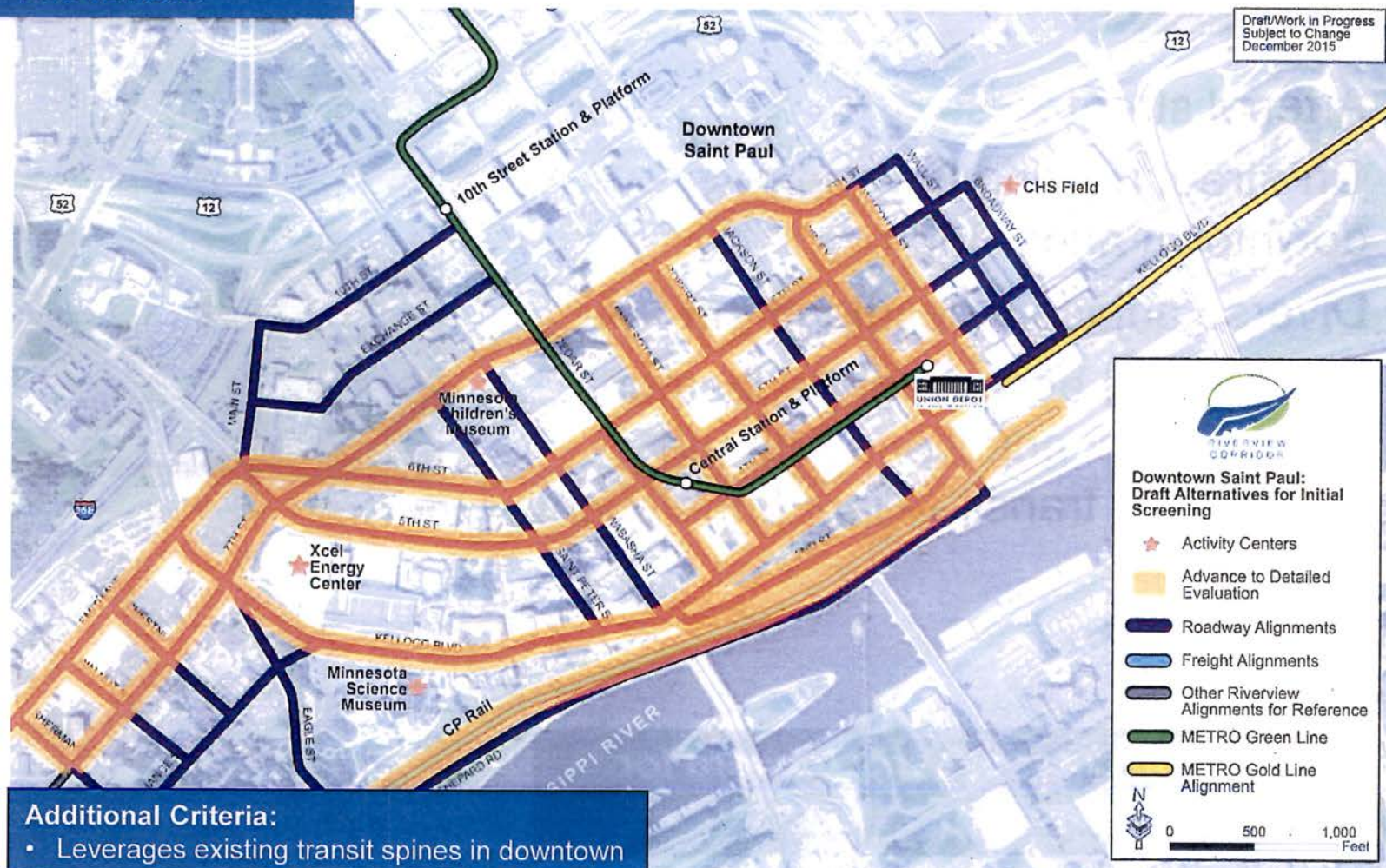


**Meets the criteria; carry forward for
detailed analysis**

2

In progress
**ALTERNATIVES
ANALYSIS**

Draft Results: Downtown Saint Paul



Additional Criteria:

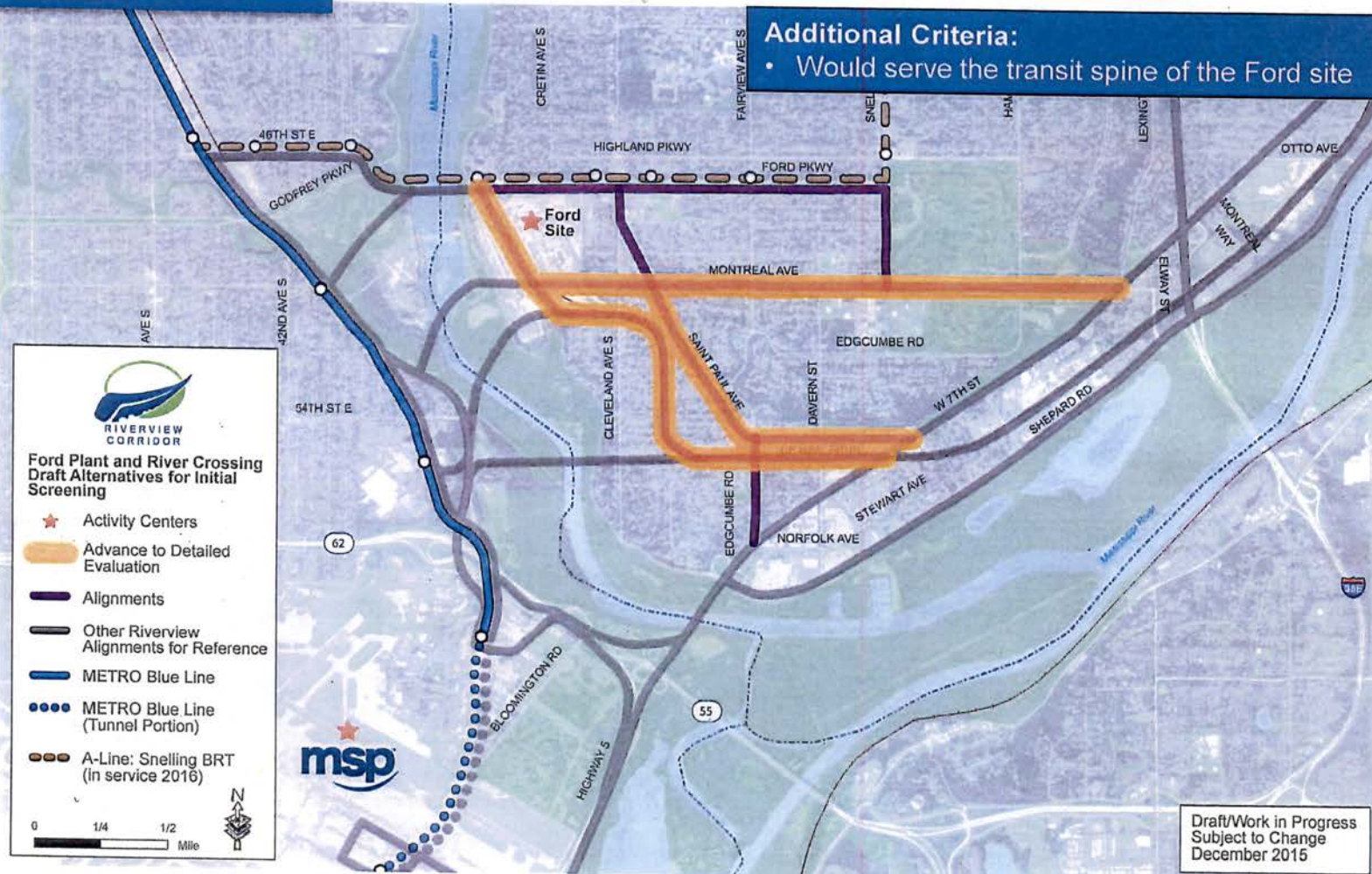
- Leverages existing transit spines in downtown

Work in Progress; Subject to Change

2

In progress ALTERNATIVES ANALYSIS

Draft Results: Ford Site

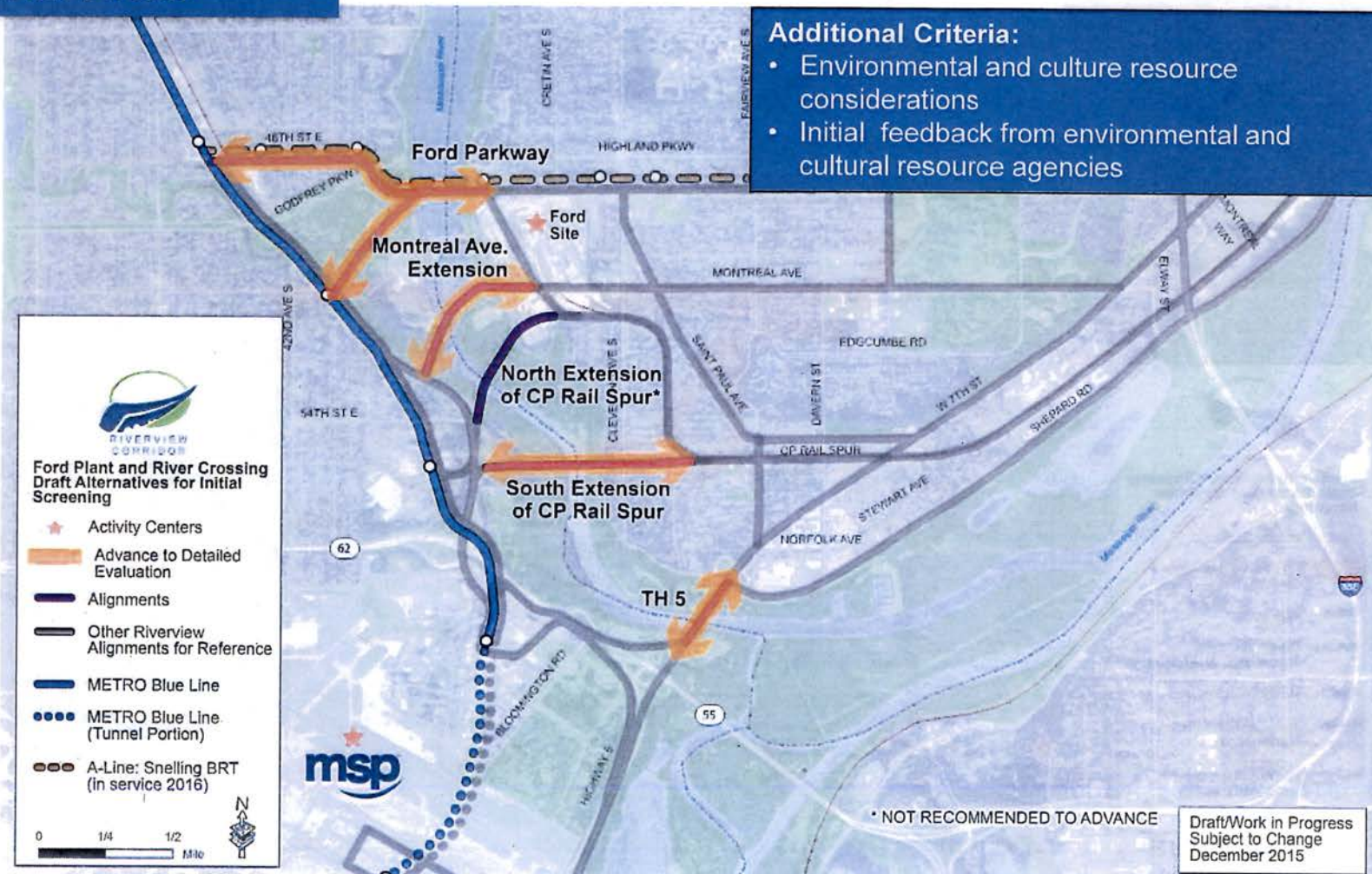


Work in Progress; Subject to Change

2

In progress ALTERNATIVES ANALYSIS

Draft Results: River Crossing



Work in Progress; Subject to Change

2

In progress
**ALTERNATIVES
ANALYSIS**

Timeline for Initial Screening

- December 11, 2015 – January 2016
 - Public review and comment on draft results
- January 2016 – February 2016
 - Incorporate public input into Final Initial Screening results
 - Technical Advisory Committee: February 11, 2016
 - Review/recommend Final Initial Screening results to the Policy Advisory Committee
 - Policy Advisory Committee: February 25, 2016
 - Review and approve Final Initial Screening results
- March 2016
 - Begin work on Detailed Alternatives
 - Work will include analysis of travel time, cost, ridership and impacts

Staying Engaged



www.riverviewcorridor.com



info@riverviewcorridor.com



(651) 266-2760



Facebook.com/RiverviewCorridor



@riverviewstudy



Riverviewcorridor.mindmixer.com

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-7

Committee: Regional Railroad Authority

Meeting Date: 2/9/2016

SUBJECT**Partnership Agreement with the Minnesota Department of Transportation****REQUESTED ACTION**

1. Approve the Partnership Agreement with the Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 215, St. Paul, MN 55155, to complete the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Study – Phase 1 for the period of February 9, 2016 through December 31, 2017, in an amount not to exceed \$300,000.
2. Authorize the Chair to execute the agreement.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

EXECUTIVE SUMMARY

On November 17, 2015 the Ramsey County Regional Railroad Authority approved Resolution R2015-47 which approved \$300,000 in funding for continued analysis of a second train between Saint Paul and Chicago. With the approval of funding, the Minnesota Department of Transportation (MnDOT) and Ramsey County Regional Railroad Authority staff began work on the development of an agreement to formalize the use of Ramsey County Regional Railroad Authority funds. This partnership agreement has been completed and in addition to providing funding to MnDOT it provides a work scope and roles and responsibilities of the parties.

The Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Study – Phase 1 Partnership Agreement (Partnership Agreement) provides a scope of work for Phase 1 activities. These activities include development of the purpose and need, train schedule refinements, identification of additional rail track capacity through Rail Traffic Controller (RTC) modeling, railroad coordination, capital cost estimates and conceptual engineering. Phase 1 Study tasks feed into the Phase 2 of the study which includes the completion of the Environmental Assessment and Service Development Plan.

Completion of the Environmental Assessment was identified as the next step towards implementation of additional train service between Minnesota and Chicago in MnDOT's *Evaluation of a Second Daily Intercity Passenger Rail Frequency between Minnesota and Chicago* completed in July, 2015. The Study concluded that adding one additional round trip between Chicago and Saint Paul was the most feasible, carrying an estimated 155,000 passengers per year. The addition of a second round-trip passenger train between Chicago and Saint Paul would build ridership and could make a high-speed rail connection more feasible. Completion of the Environmental Assessment will make the project ready for construction funding and implementation.

Approval of Partnership Agreement with the Minnesota Department of Transportation

The cost to complete both phases of the Environmental Assessment is estimated at \$850,000 to \$1,250,000. The cost to complete Phase 1 is estimated to be \$600,000, the cost to complete Phase 2 is \$250,000 to \$850,000. The cost to complete Phase 1 will be split equally between the state of Wisconsin and the state of Minnesota with Minnesota's share provided by the Ramsey County Regional Railroad Authority. Without Ramsey County Regional Railroad Authority funds, the Environmental Assessment could not be started and Wisconsin's funding could be redirected, and this opportunity lost. Approval of the Partnership Agreement allows Ramsey County Regional Railroad Authority funding to be used for the completion of Phase 1 of the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Study.

BUDGETARY IMPACT

Funding is being provided for Phase 1 and covers the Minnesota share (\$300,000) of the \$600,000 study. Funding is available in the Ramsey County Regional Railroad Authority budget.

COUNTY MANAGER COMMENTS

Approval to enter into this Partnership Agreement with the Minnesota Department of Transportation will allow Phase 1 of the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Study to begin and ensures that the funds provided by the Ramsey County Regional Railroad Authority will be used for this purpose.

PREVIOUS ACTION

On November 17, 2015, RCRRA approved Funding for Continued Analysis of a Second Train between Saint Paul and Chicago (Resolution R2015-47).

ATTACHMENTS

1. Draft Resolution
2. Draft Partnership Agreement
3. Second Train Feasibility Report

DRAFT RESOLUTION

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

WHEREAS, In July, 2015 the Minnesota Department of Transportation released the Evaluation of a Second Daily Intercity Passenger Rail Frequency between Minnesota and Chicago which analyzed the feasibility of adding an additional passenger rail round trip between Minnesota and Chicago and was done in cooperation with the Wisconsin Department of Transportation and Amtrak; and

WHEREAS, The Study concluded that adding an additional passenger rail round trip between Union Depot and Chicago in the current Empire Builder route was the most feasible to implement and recommended the preparation of an Environmental Assessment for the corridor to determine the need for capital improvements in track, rolling stock and facilities, to develop a service plan that fits with freight traffic, and to assess the environmental impacts and needed mitigation for the project; and

WHEREAS, A Work Scope for an Environmental Assessment was developed and shared with Wisconsin Department of Transportation, Ramsey County Regional Railroad Authority, and the Federal Railroad Administration; and

WHEREAS, The Federal Railroad Administration informed Minnesota Department of Transportation that the work scope better fit into two phases; Phase 1 includes the development of a purpose and need, train schedule refinements, identification of additional rail track capacity through Rail Traffic Controller (RTC) modeling, railroad coordination, capital cost estimates and conceptual engineering; and

WHEREAS, The cost to complete Phase 1 of the Environmental Assessment is estimated at \$600,000 which will be split equally between the state of Wisconsin and the state of Minnesota; and

WHEREAS, The Wisconsin Department of Transportation has secured \$300,000 for Phase 1 of the Environmental Assessment; however, the Minnesota Department of Transportation did not have matching funds available; and

WHEREAS, The Ramsey County Regional Railroad Authority in Resolution R2015-47 agreed to provide Minnesota's \$300,000 match to Wisconsin funds; and

WHEREAS, The Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Study – Phase 1 Partnership Agreement (Partnership Agreement) was developed to formalize transfer of funding as well as the work scope and roles and responsibilities for the Phase 1 Study between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority; Now, Therefore Be It

47 RESOLVED, The Ramsey County Regional Railroad Authority approves the
48 Partnership Agreement with the Minnesota Department of Transportation, 395 John
49 Ireland Boulevard, MS 215, St. Paul, MN 55155, to complete the Twin Cities –
50 Milwaukee – Chicago Intercity Passenger Rail Study – Phase 1 for the period of
51 February 9, 2016 through December 31, 2017, in an amount not to exceed \$300,000;
52 And, Be It Further
53

54 RESOLVED, The Ramsey County Regional Railroad Authority authorizes the
55 Chair to execute the agreement; And, Be It Further
56

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

**PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
FOR
TWIN CITIES – MILWAUKEE- CHICAGO INTERCITY PASSENGER RAIL STUDY – PHASE 1**

This Agreement ("Agreement") is between the State of Minnesota Acting through its Commissioner of Transportation ("State" or "MnDOT") and the Ramsey County Regional Railroad Authority ("RCRRA") located at: 214 4th Street East, Suite 200, St. Paul, MN 55101.

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide funding and services for Phase 1 of the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Study ("Phase 1 Study"); and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. **Term of Agreement; Exhibits**
 - 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate State and Other Party/Local Government officials pursuant to Minnesota law.
 - 1.2 **Expiration date.** This Agreement will expire on 12/31/2017 unless terminated earlier pursuant to Article 11.
 - 1.3 **Exhibits.** Exhibit 1-Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Study - Phase 1 Work Tasks is attached and incorporated into this Agreement.
2. **Scope of Work and Responsibilities of Each Party.** On May 6, 2015, Amtrak completed its Feasibility Report on Proposed Amtrak Service Chicago-Milwaukee-LaCrosse-Twin Cities-(St. Cloud). This study was done in partnership with MnDOT and Wisconsin Department of Transportation (WisDOT) and concluded that a second train frequency between Union Depot in St. Paul and Chicago along the existing Amtrak Empire Builder route is the most feasible to advance to the next phase of study. Extensions of this route to Minneapolis and St. Cloud may be feasible at a later date. Annual ridership on the full route is estimated at approximately 155,000 passengers, based on one daily round-trip and allowing for maximum speeds of 79 mph. The route between Union Depot in St. Paul and Chicago is approximately 410 miles and falls under the Passenger Rail Investment and Improvement Act (PRIIA) of 2008. Section 209 of PRIIA states that all short-distance (less than 750 miles) Amtrak corridor services must become state supported routes, meaning state/local sponsors would need to provide operating and capital support. Based on the results of the Amtrak study, MnDOT and WisDOT have concluded that additional analysis

is needed. This analysis, a Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Study will be completed in two phases. The Phase 1 Study's proposed scope of work, covered by this Agreement, includes, but is not limited to purpose and need development, train schedule refinements, identification of additional rail track capacity through Rail Traffic Controller (RTC) modeling, railroad coordination, capital cost estimates, and conceptual engineering. MnDOT will be the lead agency for the Phase 1 Study. RCRRRA will provide \$300,000.00 of Minnesota funding which will be matched by \$300,000.00 from WisDOT for consultant ("contractor") ing services to complete the Phase I Study ("contractor").

The Phase 1 Study tasks will feed into a Phase 2 Study which would be the completion of the Environmental Assessment (EA) and the Service Development Plan (SDP). The level of environmental analysis will be determined in cooperation with the Federal Railroad Administration (FRA). Completion of the Phase 2 Study will depend on securing necessary funding.

2.1 State responsibilities. State will:

- 2.1.1 Obtain RCRRRA approval on the selection of the contractor and the scope and budget.
- 2.1.2 Administer the Agreement and a contract between MnDOT and the contractor.
- 2.1.3 In collaboration with RCRRRA, oversee the performance of the contractor.
- 2.1.4 Obtain RCRRRA approval of scope and budget changes with the contractor.
- 2.1.5 Obtain RCRRRA approval of all draft and final work products.
- 2.1.6 Coordinate with Minnesota-based public and private entities as necessary and with WisDOT and Illinois Department of Transportation.

2.2 RCRRRA responsibilities. RCRRRA will:

- 2.2.1 Coordinate with MnDOT on selection of a contractor and the scope and budget.
- 2.2.2 Approving information sent to contractor for the Study.
- 2.2.3 Providing requested information to contractor.
- 2.2.4 Coordinating with MnDOT on scope and budget changes with the contractor
- 2.2.5 Providing comments on draft work products
- 2.2.6 Approving draft and final draft work products
- 2.2.7 Coordinating with Minnesota-based public and private entities.

3. Terms of Payment

- 3.1 State will invoice RCRRRA as follows: Upon execution of this Agreement, MnDOT will invoice RCRRRA for \$30,000 (10% of RCRRRA funding contribution) upfront to allow for cash flow to pay contractor invoices. Thereafter, MnDOT will compute RCRRRA's share of the actual costs incurred for the Study at the end of each month, which shall be 50% of the cost and will invoice RCRRRA for the amount. MnDOT shall include, as part of its invoices to the RCRRRA, the contractor invoices relevant to the requested RCRRRA funding. RCRRRA shall review the MnDOT invoice and upon RCRRRA satisfaction that the work has been performed and billed in accordance with the requirements of the contractor contract RCRRRA shall pay the invoice. RCRRRA's total obligation for its share of the costs for the Phase 1 Study will not exceed \$300,000.00. MnDOT will direct invoices to the Director, RCRRRA to the address below:

RCRRRA
Attn: Director
RE: MnDOT Contract Number (1001893)
Union Depot, Suite 200
214 4th Street East
St. Paul, MN 55101

- 3.2 The RCRRA will make payment to the order of the Commissioner of Transportation.
IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN BELOW AND AT THE TOP OF THIS CONTRACT. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number (1001893)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

4. **Authorized Representatives**

- 4.1 *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

- 4.2 *State's Authorized Representative* is

Name: Dan Krom or his successor.
Title: Director
MnDOT - Passenger Rail Office
Street Address: 395 John Ireland Blvd., MS 470
City State Zip: St. Paul, MN 55155
Telephone: 651-366-3193
Email: daniel.krom@state.mn.us

- 4.3 *RCRRA's Authorized Representative* is:

Name: Tim Mayasich or his successor.
Title: Director
Other: Ramsey County Regional Railroad Authority
Party/Local
Gov't Name:
Street Address: 214 4th Street East, Suite 200
City State Zip: St. Paul, MN 55101
Telephone: 651-266-2762
Email: timothy.mayasich@co.ramsey.mn.us

5. **Liability**

- 5.1 Each party is solely responsible for its own acts or omissions, and the results thereof. MnDOT's liability is governed by Minnesota Statutes §3.736 and other applicable law.

6. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the RCRRA and MnDOT relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.

7. **Jurisdiction and 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 Ramsey County, Minnesota.

8. **Government Data Practices:**

The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.

9. **Assignment and Amendments**

9.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

9.2 *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 this original Agreement, or their successors in office.

10. **Waiver; Contract Complete**

10.1 *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.

10.2 *Contract Complete.* This Agreement contains all negotiations and agreements between the parties regarding the [subject matter of this Agreement [the Study]]. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

11. **Termination:** This Agreement may be terminated by mutual agreement of the parties. In the event that the parties mutually agree to terminate this Agreement, RCRRA is only responsible for its share of the costs actually incurred up to and including the date of termination. If RCRRA's share of the costs actually incurred up to and including the date of termination is less than the amount already advanced by RCRRA, MnDOT will refund the difference to RCRRA. If RCRRA's share of the costs actually incurred up to and including the date of termination exceeds the amount already advanced by RCRRA, RCRRA will pay the difference to MnDOT.

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

**RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY**

The Other Party/Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Other Party/Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____
Rafael E. Ortega, Chair

Date: _____

Approval Recommended:

By: _____
Timothy A. Mayasich, Director
Ramsey County Regional Railroad
Authority

Date: _____

Approved as to form:

By _____
Assistant County Attorney

Date: _____

**COMMISSIONER OF
TRANSPORTATION**

By: _____

Title: Division Director

Date: _____

**COMMISSIONER OF
ADMINISTRATION**

By: _____

Date: _____

**STATE ENCUMBRANCE
VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____
SWIFT
Contract # _____
SWIFT
Purchase
Order# _____

Exhibit 1

Twin Cities – Milwaukee – Chicago (TCMC) Intercity Passenger Rail Service Phase 1 Study

Scope of work tasks for Phase 1 Study leading to Environmental Assessment (EA) and Service Development Plan (SDP): *Total costs not to exceed \$600,000*

1. EA Approach and Purpose and Need

This task would include the development of:

- 1.1 An annotated outline of the EA approach including a history of the Hiawatha Corridor service EA and the Twin Cities to Milwaukee HSR EIS as background information for the EA.
- 1.2 A Purpose and Need Statement will be developed for the TCMC Passenger Rail Service.
- 1.3 An Alternatives Analysis will be conducted to describe how an alternative was selected for this service.

These tasks related to the EA will be completed prior to RTC modeling and conceptual estimates, in order to maintain the correct sequence to meet NEPA. However, the modeling and concept design may be able to be completed separately and in advance of NEPA, and then plugged in to the EA/SDP at the appropriate stage of the NEPA process.

2. Schedule and Operations Analysis: Schedule optimization and TCMC Frequency and Hiawatha Service Integration Scenarios

This task will evaluate and determine how the TCMC frequency can be operated on the Milwaukee-Chicago corridor segment, analyzing the integration between the TCMC frequency and the Hiawatha Service. There are at least four options to be evaluated:

1. TCMC frequency operated as an extension of one of the Hiawatha Service schedules
2. TCMC frequency operated as a separate additional frequency on the corridor if less than 10 Hiawatha Service trains exist
3. TCMC Frequency and Hiawatha Service operated as 2 different consists but attached between Milwaukee and Chicago so that there is no incremental increase in frequency on that segment

The number of frequencies the Hiawatha Service will have when the TCMC frequency is implemented is not yet determined. The timing of implementation of both the additional frequencies on the Hiawatha Service and the TCMC frequency is not known. Possible Hiawatha Service schedules in place when the TCMC frequency is implemented include the existing 7 round-trips, 8 or 9 round-trips if an incremental approach is taken to Hiawatha Service expansion, or the planned 10 round-trip service level. For this reason, this analysis needs to determine how the TCMC Frequency will interplay with the Hiawatha Service operations under all 4 of these separate schedule scenarios for the Hiawatha Service; 7, 8, 9, or 10 round-trips daily.

The goals for each scenario are to:

- optimize equipment utilization

- minimize additional capacity improvements needed for the operation of the TCMC Empire Builder frequency on the Milwaukee-Chicago corridor segment

Schedules, train turns, dwell times, options to cycle equipment, equipment utilization, and seating capacity will be evaluated for integrated TCMC Frequency and Hiawatha Service operation. . The task requires coordination with Amtrak scheduling and operations personnel, and with the Chicago-Milwaukee Intercity Passenger Rail Corridor Environmental Assessment and Service Development Plan. Amtrak may be able to perform some components of the analysis. The results of this task will feed into the Service Development Plan.

This task also must optimize the overall TCMC frequency schedule to minimize capital improvements required, while maximizing ridership and revenue potential. This task will utilize schedules developed previously and refine those, and will be accomplished in coordination with Amtrak.

This task represents preliminary work that will feed into the remaining tasks including the Service Development Plan.

Deliverables

- Technical document that includes schedules and an operations/equipment cycling plan for the TCMC Frequency and the Hiawatha Service for a minimum of 4 scenarios representing the different Hiawatha Service frequency possibilities
- Schedule alternatives for the TCMC frequency
- Final recommended schedules to carry forward into further modeling and the EA

3. Infrastructure needs development, including railroad coordination and additional capacity modeling

The purpose of this task is to guide, schedule, support, and facilitate coordination activities among railroads, state partners, and the Federal Railroad Administration, and to perform additional RTC capacity analysis. The objective is to develop an appropriate level of infrastructure improvements required to accommodate the additional round-trip between Chicago and St. Paul while minimizing freight and passenger rail delays, and accommodating the appropriate level of freight growth. This task is a key initial phase in moving forward into the Environmental Assessment and Service Development Plan. This work will feed into these two documents and define how they are carried forward.

- Hold workshops and/or meetings with the host railroads and FRA to develop and obtain concurrence on infrastructure improvements
- Develop a scope of work for the additional modeling needed in cooperation with FRA, railroads and State DOTs.
- Perform additional RTC capacity modeling runs as needed using the existing TCMC frequency model as a base. The limits of the modeling are expected to be Milwaukee-St. Paul due to the work already completed associated with the Chicago-Milwaukee Environmental Assessment and Service Development Plan. However, this may need to be expanded to Chicago if needs develop during the process.
- Coordinate with the railroads, states, and FRA to finalize a set of improvements to carry forward into the EA, develop conceptual cost estimates of the capacity improvements to enable the states to make a decision on moving forward with concept design and NEPA work.

In order to accomplish these tasks, the CONSULTANT will undertake the following subtasks:

3.1 Meetings. Up to 6 in person meetings with the FRA and host railroads, including Amtrak, Metra, Canadian Pacific, BNSF, and MNNR as needed, and multiple conference calls with host railroads, Amtrak, and FRA. The consultant will prepare presentations and meeting minutes for each meeting.

3.2 Memorandum of Understanding (MOU). Minnesota Department of Transportation, Wisconsin Department of Transportation, and Illinois Department of Transportation, through their consultant, will establish draft and final MOUs with Amtrak, Metra, Canadian Pacific Railway, BNSF Railway, Union Pacific Railroad, Ramsey County Regional Rail Railroad Authority, and Minnesota Commercial Railroad MNCR. The MOU should include a final projects list. .

3.3 Schematics and concepts to support the additional round-trip frequency.

3.4 Rail Traffic Controller Modeling Outputs

Deliverables:

- Workshops / Meetings, including meeting facilitation and all associated materials, including minutes and/or meeting summaries documents.
- Detailed documentation of all railroad coordination
- RTC model results tech memo
- Final Projects List (encompassing all infrastructure needs)
- Draft and Final MOU
- Draft schematics and concepts
- Final schematics and concepts

4. Conceptual Design

The purpose of this task is to prepare concept plans using, at a minimum, survey data and orthophotography for the locations where improvements were identified in Task 2, which will include several in Minnesota and several in Wisconsin. In order to accomplish this task, the consultant will undertake the following subtasks:

4.1 Survey of the project locations will be conducted to establish elevations and identify utilities and approximate property boundaries.

4.2 Concept plans will be prepared for the project locations and will be presented on scaled orthophoto imagery. A footprint of each project location will be identified and cross sections defined to establish property impacts.

Deliverables:

- Draft Concept Plans
- Final Concept Plans
- ROW assessment tech memo

5. Capital Cost Estimates

The purpose of this task is to prepare capital cost estimates for identified infrastructure improvements based on the concept designs.

Deliverable:

- Capital cost estimates for the proposed improvements

**Feasibility Report on Proposed Amtrak Service
Chicago-Milwaukee-LaCrosse-Twin Cities-(St. Cloud)**



M.W. Franke
Senior Director
State Government Contracts

W.L. Lander
Principal Officer – Corridor Planning

B.E. Hillblom
Senior Director – State Partnerships

R. J. Rogers
Business Planning and Analysis Manager

Amtrak
Chicago, Illinois
May 6, 2015

Chicago-Milwaukee-Twin Cities-(St. Cloud) - Table of Contents -

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Exhibits

- Exhibit 1 – Amtrak Task Schedule for Feasibility Studies
- Exhibit 2 – Stations and Routes
- Exhibit 3 – Corridor Photographs - Set 1
- Exhibit 3 – Corridor Photographs - Set 2

I. Introduction and Background

This report was prepared by the National Railroad Passenger Corporation (Amtrak) in response to a study request from the Minnesota Department of Transportation (MnDOT) in May 2012. The study's purpose was to determine the feasibility of adding a "Second Frequency" intercity passenger train service between Chicago Union Station (CUS) and the Minnesota Twin Cities Area, including St. Cloud, MN. This route for one additional daily train each way would be the same as the route currently used by Amtrak's *Empire Builder Service* via Milwaukee and LaCrosse, Wisconsin, and Winona and Red Wing, Minnesota. It would be state-supported in compliance with the requirements of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA), Section 209. Among other requirements in Section 209, any expenses in excess of revenues in the operation of the service must be funded by the State(s) for which the trains are operated.

To assist readers' understanding of Amtrak's study process, Exhibit 1 provides an overview of the elements of a typical Amtrak feasibility study.

This study began shortly after the signing of a formal contract, on May 3, 2012, between MnDOT and Amtrak. In addition to the parties to the contract, other study participants include funding partners Wisconsin Department of Transportation (WISDOT) and La Crosse County, WI. Other stakeholders for the study include the City of LaCrosse, WI, Illinois Department of Transportation (IDOT), Canadian Pacific Railroad (CPR), BNSF Railway (BNSF), Metra Commuter Service (Metra) in Chicago, Minnesota Commercial Railroad (MNNR) in St. Paul, Union Pacific Railroad (UP), and Ramsey County Regional Railroad Authority (RCRRA).

II. Study Purpose and Nature of Feasibility Study

Amtrak corridor feasibility studies typically originate in the form of a request by a recognized state or regional governmental authority or agency that is responsible for state transportation — usually the Department of Transportation (DOT) or its equivalent. Amtrak's policy for commencing a new corridor feasibility study is to enter into an agreement with the requesting agency specifying, along with various contract conditions, a scope of work, the timeline for completion, and terms of payment to Amtrak for study costs.

The nature or purpose of a corridor study is to assist a state in determining the "feasibility" (viability, prospects for success, initial and on-going costs, and reasonableness) of a specific passenger train service proposed by the state. The study is to develop a high level, order-of-magnitude assessment of schedules, ridership, revenue, infrastructure investments, operating costs, and equipment needs (railcars and locomotives) based on routes, station stops, and frequencies of service selected by the state, the feasibility study develops a high level, order-of-magnitude assessment of schedules, ridership, revenue, infrastructure investments, operating costs, and equipment needs (railcars and locomotives). Such studies are not intended to be in-depth evaluations resulting in detailed cost and financial analyses, operating parameters, long term revenue/ridership forecasts, highly detailed infrastructure assessments, and engineering documents or financial reports that are "contract ready". Rather, they are intended to assist states in deciding whether the apparent merits of the

proposal can justify the next steps of implementation. The study is also not intended to be the sole basis of future contracts between the state and the host railroads, between the state and Amtrak, or between Amtrak and the host railroads. Furthermore, because the time lapse between release of a feasibility report and implementation of service could be lengthy, many of the conditions at the time of the feasibility study could be invalid by the date of service implementation and may have to be revisited.

Deliverables are presented in summary form and are developed through a process that combines Amtrak historical experience, modeling, and empirical data from comparable operations, calculations based on rail industry standards and practices, and current costs.

It is presumed that the state, local communities, developers, host railroads, or various combinations of those will be responsible for providing station facilities, including platforms, if they do not currently exist. Amtrak offers guidance for the development of station facilities on its web site, www.greatamericanstations.com, but does not provide actual station design services.

Although there have been general operational discussions with the host railroads and preliminary capacity modeling, the specific infrastructure improvement proposals, it should be noted that draft schedules and other railroad-related comments in this report have not been negotiated or agreed upon. Information reflects only the findings and best judgment recommendations of the study team. Should further progression of the proposal be desired, detailed discussions and formal contract negotiations will have to be initiated with those rail carriers. Implementation of service is also subject to the time required to procure rolling stock, complete the package of infrastructure improvements ultimately agreed to, and recruit and train any additional needed personnel. Finally, a funding source to provide on-going financial support for the service would also have to be identified by the State.

III. Corridor Characteristics

III.A. Route Overview

MnDOT requested that Amtrak evaluate four route and terminal station scenarios.

- Scenario 1: Chicago to St. Cloud with stops at Union Depot in St. Paul and Minneapolis' Target Field Station.
- Scenario 2: Chicago to St. Cloud with stops at Union Depot in St. Paul and Fridley Northstar Station
- Scenario 3: Chicago to Target Fields Station with a stop at Union Depot in St Paul.
- Scenario 4: Chicago to Union Depot in St. Paul

Not including the Twin Cities-St. Cloud areas, all other station stops east of St. Paul in the provisional schedules are the same as those currently served by Amtrak's *Empire Builder*

Service, with the exception of an additional stop at the Milwaukee Airport Rail Station. Exhibit 2 provides aerial views, photos and schematics of the entire study corridor with alternative routes and station stops in the Twin Cities-St. Cloud areas.

General Service / Operational Assumptions

All station stops between St. Paul and Chicago in the provisional schedules are the same as those currently served by Amtrak's Empire Builder Service, with the exception of the addition of a stop at the Milwaukee Airport Rail Station. In the Twin Cities-St. Cloud areas, Minneapolis Target Field Station and Fridley, MN would be additional stations not currently served by Amtrak.

The train operation along the corridor will operate at a maximum authorized speed not to exceed 79 mph. This is consistent with Amtrak's current Empire Builder train operations.

Alternative Routes 1 and 3 will require a "push-pull" locomotive configuration due to the inability to turn equipment consists at certain proposed Minnesota terminal stations. This arrangement provides for a locomotive unit on each end of the train, or a locomotive on one end and a non-powered control unit (NPCU) or bi-level cab car on the other end. Wye tracks for turning equipment are located in close proximity to all termini locations, but the feasibility of utilizing these wye tracks in a timely fashion may be limited due to heavy freight traffic.

This study assumes the proposed new frequencies will not accommodate checked baggage.

This study assumes the equipment consist will include a food service car (café, lounge or bistro car) with food and beverage service but will not include a full diner.

This study assumes the train consist will utilize bi-level Superliner-type equipment, similar to that used in the Empire Builder consist.

This study assumes that no use of Amtrak-owned equipment is available and that state-owned equipment will be used.

This study assumes two operational differences from the Empire Builder; no extended rest stop in Winona, and no multiple stops at a single station.

Study Corridor

Geographically, the study corridor extends northward from Chicago to Milwaukee then mostly westward through central Wisconsin and eastern Minnesota to the Twin Cities and then northwest to St. Cloud. Track ownership breaks down as follows: Amtrak (less than 1 mile) at Chicago Union Station, Metra (32 miles), Canadian Pacific Railroad (386 miles), MNNR (1 mile) and Burlington Northern Santa Fe (67 miles). The overall corridor length from Chicago Union station to St. Cloud is 486 miles as described in Table 1. CPR mainline tracks represent roughly 30% of the corridor trackage from Chicago to St. Cloud and 85% of the corridor trackage between Chicago and St. Paul. Section X discusses host railroad infrastructure in greater detail. Near Union Depot in St. Paul, the Second Frequency trains would operate over a short section (about 1500 feet) of a connecting track owned track owned by UP and dispatched by BNSF.

Table 1: Track Ownership

Host Railroad	Railroad Subdivision	Line Segment	Route Miles
AMTRAK	Amtrak Chicago Terminal	Chicago Union Station	1
METRA	Milwaukee District North Line	Chicago Union Station to Rondout	32
CPR	C&M, Watertown, Tomah, River, Merriam Park	Rondout to Division St.	377
UP	Albert Lea	Division St. to Union depot	0.25
RCRRA	Union Depot	Union Depot to Robert St.	0.5
CPR	Merriam Park	Robert St. to Merriam Park Jct.	5.5
MNNR	Minnesota Commercial Railway	Merriam Park Jct to St. Anthony Jct	1.75
BNSF	St. Paul, Staples	St. Anthony Jct to St. Cloud	67
		TOTAL ROUTE	485

Beginning at the corridor's east terminus, Chicago Union Station (CUS), Amtrak owns all of the station trackage north to the Canal Street grade crossing, a total route distance of 0.6 miles. From Canal Street, the next 32 miles of the corridor are double track main lines, with a 5-mile segment of triple track between Canal Street and Tower A5 (milepost 5.4), all owned by Metra. The Metra line is a very high density route that currently handles approximately 98 train movements daily between Tower A5 and Rondout. The traffic mix includes approximately 22 freight trains, 16 intercity passenger trains (Amtrak), and 60 Metra commuter trains. The segment between CUS and Tower A5 can have as many as 120 train movements daily, including equipment moves between CUS and shop facilities, and is a significant constraint to Metra and Amtrak train operations.

At Rondout, IL right of way ownership changes from Metra to CPR and remains so for the 386 miles to Merriam Park Junction in St. Paul. The segment from Rondout to Pewaukee, WI (20 miles west of Milwaukee) is all double track main line. Of the remaining CPR route west of Pewaukee, only 43 route miles are double tracked while the other 243 miles are single track with passing sidings that average about 12,000 to 14,000 feet in length. A number of these sidings are constructed with jointed rail. All CPR mainline tracks are signaled and interlocked with train operations controlled by a Centralized Traffic Control (CTC) system. At Hastings, MN, where the route crosses the Mississippi River, the CPR line is single track for 11 miles to Newport, MN, and is paired with BNSF track from Hastings through Hoffman Interlocking, which is approximately 20 miles. The paired tracks, while separately owned by CPR and

BNSF, function as a double track railroad. From Newport to Hoffman, the two tracks are side by side, but between Hastings and Newport the northerly CPR track profile is straighter and more direct than the southerly BNSF track, which tends to follow the Mississippi River over a circuitous route. Depending on the level of freight train activity on each main line, Amtrak passenger trains can be dispatched over either line. The corridor from Hastings to Hoffman Interlocking, including the separated lines between Hastings and Newport, is controlled by BNSF dispatchers.

Corridor Map



Other Ongoing Studies on the Corridor

In 2011, MnDOT submitted to the Federal Railroad Administration (FRA) an "Alternatives Selection Report for the Milwaukee-Twin Cities High-Speed Rail (HSR) Corridor Program". The conclusion of that report, which now has FRA approval, was that the current Amtrak *Empire Builder* route was the preferred route for the development of a Service Level Environmental Impact Statement (Tier 1 – EIS) NEPA document.

The proposed train service analyzed by this study would use the same route and thus conforms with, and is supported by, the Alternatives Selection Report. A positive Record of Decision (ROD) for the Tier 1 – EIS will support the further development of conventional and high-speed intercity passenger service on this corridor.

In addition, on the segment of the corridor between Chicago and Milwaukee, the Wisconsin DOT, Illinois DOT, and Federal Railroad Administration, in partnership with Amtrak, are conducting an Environmental Assessment and Service Development Plan that considers the addition of more Amtrak "Hiawatha" Service frequencies between Chicago and Milwaukee. The intent is to increase the current seven daily Hiawatha round trips to 10 daily round trips. The additional frequencies could be added all at once or be phased in over a period of time not yet determined. If phased, each added frequency has an associated package of infrastructure improvements.

Discussion of Alternative Route Scenarios

While 85% of the route from Chicago to St. Paul will be identical to that of the *Empire Builder* trains, at the request of MnDOT, this study evaluates four alternative scenarios for route and station stops between and including St. Paul and St. Cloud.

Scenario 1: Chicago-St. Cloud with intermediate stops at Union Depot in St. Paul and at the Minneapolis Target Field Station.

This alternative route would use the tracks of four host carriers: Metra, CPR, MNNR, and BNSF, plus the jointly owned track in Union Depot.

The new Union Depot in St. Paul is designed for efficient train access to and from mainline tracks at both ends of the station site. However, access to the Target Field station in downtown Minneapolis is problematic. As illustrated in Exhibit 2, a train serving Target Field Station must leave the east-west BNSF St. Paul Subdivision at Minneapolis Junction and make a 1.6-mile side trip to Target Field station. In order to continue the trip beyond Target Field, the train must either make a backup move to Minneapolis Junction or have a "push-pull" equipment configuration, i.e., a locomotive at each end of the train or a locomotive on one end and a cab (control) car on the other end. Whether the train backs up to Minneapolis Junction or the locomotive engineer swaps ends of the train at Target Field station and "heads out" to Minneapolis Junction, the move consumes a significant amount of time and is detrimental to the overall schedule. Compounding the time lost to the move itself is the potential for the Second Frequency train to be delayed by freight trains or Northstar commuter trains as it awaits permission to re-enter the BNSF Midway Subdivision mainline at Minneapolis Junction. Because of this complexity in operating, additional evaluation of service to Target Field station is recommended by this study to

compare the loss of schedule time and higher operating cost with potentially higher ridership and revenue for this alternative.

Another challenge in serving the Target Field station is BNSF capital costs for infrastructure improvements between Minneapolis Junction and Target Field station. Section X discusses this further.

In this alternative, St. Cloud is the west end terminus station. Because currently there is no available space near the Amtrak Station for a layover facility for equipment, this study assumes that a site can be located within a short distance of the station, perhaps at the BNSF Yard located approximately 1.5 miles west of the station. Section X contains an estimated cost for constructing a new St. Cloud layover facility that would require a single track approximately 650 feet in length. The St. Cloud Amtrak station currently has a platform on only one of the two main tracks.

Between Minneapolis (St. Anthony Junction) and St. Cloud, BNSF has identified required infrastructure improvements that the host railroad considers essential for the implementation of a new *Second Frequency Service* on the BNSF route segment. The costs associated with these improvements are addressed in Section X.

The existing BNSF portion of the corridor is largely a double track railroad. However, BNSF has indicated that two segments of single track will require construction of a second or third main track to accommodate the proposed *Second Frequency Service*. These segments are between Becker and Big Lake (10.5 miles) and between Coon Creek Junction and "Interstate" (6 miles). Interstate is at the west end of the BNSF Northtown Yard near the I-694 Interstate Highway crossing.

Scenario 2: Chicago-St. Cloud with intermediate stops at Union Depot and at Fridley, MN Northstar Station

The goal for this scenario was to determine if a north Minneapolis suburb station could 1) meet train and station operations requirements, including parking, 2) provide better train access and require lower capital cost than the Target Field station Alternative, 3) have minimal impact to the overall schedule, and 4) generate attractive ridership numbers. The Fridley Station currently has a platform on only one of the two main tracks, and Amtrak schedules would have to be closely coordinated with Northstar schedules. In effect, the Fridley Station was selected for inclusion in the study to serve as a reasonable "place holder", as other Northstar stations may prove to be feasible as well. These include both existing and future stations in communities such as Coon Rapids, Anoka and Ramsey.

Unlike the access problems at Target Field station, Fridley, Anoka and other Northstar stations are adjacent to the BNSF mainline track, which allows for a short dwell time at the station for passenger transfer. Exhibit 2, Sheets 10 and 11 describe the layout at Fridley Station and the availability of parking.

Scenario 3: Chicago-Minneapolis (TFS) with an intermediate stop at Union Depot in St. Paul

This third alternative establishes Target Field station as the western-most station stop for a Second Frequency Service. This station is better suited as a terminus station than as an intermediate station stop as described in Scenario 1. With Target Field station as the west

terminus, the inbound train arrives, de-boards passengers, and immediately moves to a layover facility, either at or near the station or at Amtrak's Midway facility.

Scenario 4: Chicago-St. Paul (UD)

Operationally, terminating the Second Frequency Service at Union Depot in St. Paul would be the easiest scenario to implement. Also, it would be the lowest infrastructure capital investment alternative. The renovation of the historic station, completed at the end of 2012, included building two station tracks and two stub tracks for equipment storage. Final track and signal connections between the Depot tracks and the mainline tracks were completed in April, 2014 with Amtrak's Trains #7 and #8 beginning daily service to Union Depot in St Paul on May 7, 2014.

With ample capacity at Union Depot in St Paul, no further station infrastructure investment would be required to add the Second Frequency service there. For layover and servicing, the train consists would be deadheaded to the Midway facility about 7 miles west of Union Depot. Additionally, in lieu of Midway as the layover location (owned by Amtrak), the facilities at Union Depot could potentially support layover of this train, but at a cost for a servicing track. Also to note, this would eliminate the 7-mile movement both to and from Midway. Furthermore, a wye is available at Midway, potentially eliminating the need for a push/pull consist.

Alternative Routes and the East Metro Capacity Study

The East Metro Capacity Study is an ongoing initiative for the improvement of rail capacity and fluidity in the rail corridor from Hastings, MN to the areas just west and north of Hoffman Interlocking, which is located along the Mississippi River near Union Depot in St. Paul. Sheet 2 of Exhibit 2 describes the East Metro Study Corridor schematically.

Many projects and subprojects are associated with these planned future infrastructure improvements that, in total, are estimated to cost roughly \$875 million (in 2014 dollars) if all projects were to be constructed at once. Because the study expects the various projects to be constructed in phases over many years, however, the ultimate cost will be much greater than \$875 million. (The exact amount cannot be determined due to the unknown timing of funding availability and sequencing of projects.)

Reasons for a phased approach are varied, but the key triggers for individual project implementation are funding availability and rates of growth of both freight and passenger trains. The current Empire Builder service and potential Second Frequency service could certainly benefit from some of these projects, as would freight operations in general.

In 2013, Ramsey County, Minnesota estimated that these projects to improve fluidity through the yard for passenger and freight would cost \$49.9 million. (Source: East Metro Rail Capacity Study, 2012). However, the startup of a Second Frequency service alone is not considered by this feasibility study to be contingent upon the implementation of any particular East Metro project. That said, if the timing of the proposed new passenger service is far enough into the future, it is possible that continued freight traffic growth,

together with a new passenger frequency, could trigger the need for infrastructure improvements in the East Metro area.

Typically, startup of a new state-supported passenger service requires 3 to 5 years from the decision date to go forward with implementation, but in this case it could be less since this startup is on an existing corridor with existing stations. BNSF and CPR have initiated several capital projects in the East Metro over the last year. CPR is extending the length of five tracks within their Dunn Yard and adding a sixth. This will improve mainline capacity by allowing longer freight trains to access the yard without splitting and blocking the mainline for extended periods. Additionally, in 2015 BNSF plans to convert a yard track within Dayton's Bluff Yard to a 3rd Main track. These projects will substantially improve mainline capacity and fluidity in the area.

The full East Metro Rail Capacity Study can be located at the following website:

http://www.co.ramsey.mn.us/rail/docs/2012_FINAL_REPORT_East_Metro_Rail_Capacity_Study.pdf

III.B. Demographics and Transportation Alternatives

One of the primary characteristics of a successful intercity rail passenger corridor is a substantial population in the key cities served. The metropolitan area of Chicago has a population of 9,537,289, while the other major metropolitan areas have populations as follows; Milwaukee 1,569,659, St. Paul and Minneapolis 3,459,146, for a total of approximately 14.6 million people. Table 2 provides the populations of these and other cities along the proposed route of the Second Frequency. (Source: U.S. Census Bureau 2013 estimates).

Table 2

Metropolitan Statistical Areas (MSA) and Populations	Population (2013 est.)
Chicago, IL (MSA)	9,537,289
Glenview, IL	45,000
Milwaukee, WI (MSA)	1,569,659
- Columbus, WI	5,100
Portage, WI	10,400
Wisconsin Dells, WI	2,700
Tomah, WI	9,200
LaCrosse, WI	51,400
Winona, MN	27,600
Red Wing, MN	16,500
Minneapolis/St. Paul, MN (MSA)	3,459,146
Fridley, MN	27,200
St. Cloud, MN	66,600
Combined MSAs & Cities	14,827,794

Competitive Transportation Modes:

Amtrak currently operates the Empire Builder Service between Chicago, the Twin Cities and St. Cloud. This service consists of one daily train each way. The current Empire Builder schedule provides for a trip time of 8 hours 16 minutes between Chicago Union Station and Union Depot in St. Paul.

Two major interstate highways, I-90 and I-94, intertwine to serve the Twin Cities-Milwaukee-Chicago Corridor. Posted maximum speed limits are generally 65-70 mph. Non-stop drive time from the Twin Cities to Chicago is roughly 7 hours. If the auto trip includes stops for fuel and meals, Amtrak trip time compares favorably with auto travel.

Three major bus lines – Greyhound, Megabus and Trailways offer a total of 13 daily departures each way. The average trip time ranges between 8 and 12 hours. Bus fares are significantly lower than current Amtrak and airline fares, but the travel time is substantially longer.

Four major airlines – American, Delta, Southwest and United – operate an average of 37 one-way flights daily between Minneapolis-St. Paul International Airport and Chicago's O'Hare and Midway International Airports. Typical flight times are 90 minutes. Between MSP Airport and Milwaukee's General Mitchell International Airport, Delta operates an average of 6 daily flights and Southwest an average of 3 daily flights.

III.C Route Inspections

A route inspection trip was conducted during the first week of April 2012. Participants included CPR engineering and operations personnel, consulting engineers, as well as MnDOT and Amtrak representatives. The observations and discussions from the inspection trip have been supplemented by information provided by HDR Engineering's on-going Tier 1 Environmental Impact Statement (EIS) High Speed Rail studies along the corridor and by direct input on infrastructure and operations from CPR, BNSF, MNNR and Metra.

The purpose of the inspection trip was to share general operating information about the route and to gain insight into existing infrastructure conditions. Typically, these joint inspections and preliminary discussions with corporate and local operating and engineering personnel allow for general infrastructure and operating information to be collected and documented.

The field inspections were conducted from a "hi-rail" vehicle (a vehicle equipped with flanged rail wheels to allow travel on railroad tracks). The inspections were not detailed route surveys and were intended only for the development of high level, order-of-magnitude estimates of infrastructure conditions, quantities and costs.

IV. Station Facilities

For most of the corridor, the existing station facilities are more than adequate to accommodate the addition of a Second Frequency train. However, certain municipalities are contemplating station improvements or have improvements underway.

According to CPR, additional daily passenger train frequencies on the segment of the Chicago-Milwaukee corridor that entails a stop at the Milwaukee Airport Station will necessitate construction of a second platform along the second main track in this area. Construction plans for a second platform and pedestrian overpass are in the planning process. At the existing Milwaukee Station, work commenced in the fall of 2014 to replace the existing Train Shed and add improvements to the existing platforms.

BNSF has indicated that increased passenger train service at the Target Field Station will require an additional track in the platform area because Northstar commuter trains are fully utilizing the existing station track capacity.

The Fridley Northstar Station or other potential station stops west of Minneapolis will require further vetting by the State to determine the adequacy of the facilities for handling a new Amtrak intercity train service. Exhibit 2 (Sheet 1) describes the location of station stops considered in this study. Regarding station platform design and construction, it should be noted that requirements in the United States Department of Transportation's (USDOT) Final Ruling on the Americans with Disabilities Act (ADA) regulations, specifically Docket OST-2006-23985, must be met. In this regulation, the USDOT requires that new commuter and intercity rail stations shall provide level-entry boarding to all accessible cars in each train using the station.

The implementation of Passenger Information Display Systems (PIDS) at stations and platforms is at the discretion of each local station municipality and/or the State DOT. Amtrak will assist the municipalities and States in the planning and implementation of PIDS, but does not participate in the capital funding of PIDS systems for State-supported passenger rail services. A standard train crew would consist of one engineer, one conductor, one assistant conductor, and one lead service attendant. Some scenarios would require a crew change in Winona.

V. Crew Labor: Train & Engine (T&E) & LSA (Lead Service Attendant).

Staffing of Amtrak Personnel:

Amtrak will hire and train sufficient personnel for train operations, on-board services, mechanical work, and cleaning services (the latter is sometimes handled through contracts with outside firms) to meet the schedule requirements requested by the State. This includes a sufficient number of employees to cover vacation and holiday periods as well as enabling a 7-day per week service. A standard train crew would consist of one engineer, one conductor, one assistant conductor, and one lead service attendant. Some scenarios would require a crew change in Winona.

VI. Schedules

As this Feasibility Study commenced, the State DOTs provided to Amtrak the proposed station stops and approximate initial terminal departure times. These times were vetted and refined by Amtrak operations and scheduling staff to develop the final Feasibility Study schedules presented in Table 3.

The overall trip schedule for the Second Frequency is very similar to Amtrak's Empire Builder schedule, with a few exceptions. The current departure schedules for Empire Builder Trains are early morning from Union Depot in St. Paul for #7 (eastbound) and early afternoon from Chicago for #8 (westbound). The Second Frequency departures will be separated from #7 and #8 by 4 to 5 hours with the eastbound train leaving in early afternoon and the westbound train leaving in the morning.

It should be noted that, at the request of MnDOT and WISDOT, schedules were developed for all four scenarios with two alternative departure times for the eastbound train from Union Depot in St. Paul. The departure times from UD at 2:25 PM (Option A) and 12:25 PM (Option B) were evaluated for impact on ridership and revenue. The market demand results suggest the earlier 12:25 PM departure (Option B) is forecast to produce the higher ridership and revenue. Between Chicago and St. Paul, the station stops for the Second Frequency will be the same as those of the Empire Builder trains with one exception. An added station stop will occur at the Milwaukee Airport Station. Between St. Paul and St. Cloud, the Second Frequency station stops are addressed in Section III.A.

TABLE 3 – SCHEDULES

These schedules are for modeling and study purposes only.

Schedule Option A - Dp CHI Westbound 9:25A;

Dp Union Depot Eastbound 2:25P

WESTBOUND ® denotes receive passengers only			Scenario 1	Scenario 2	Scenario 3	Scenario 4	Empire Builder #7
Chicago, IL	CHI	Dp	9:25A	9:25A	9:25A	9:25A	2:15P
Glenview, IL	GLN		R 9:47A	R 9:47A	R 9:47A	R 9:47A	R 2:39P
Milwaukee Airport, WI ®	MKA		10:33A	10:33A	10:33A	10:33A	...
Milwaukee, WI ®	MKE	Ar	10:49A	10:49A	10:49A	10:49A	R 3:45P
	MKE	Dp	10:54A	10:54A	10:54A	10:54A	R 3:55P
Columbus, WI	CBS		12:01P	12:01P	12:01P	12:01P	5:05P
Portage, WI	POG		12:30P	12:30P	12:30P	12:30P	5:34P
Wisconsin Dells, WI	WDL		12:47P	12:47P	12:47P	12:47P	5:52P
Tomah, WI	TOH		1:25P	1:25P	1:25P	1:25P	6:30P
La Crosse, WI	LSE		2:07P	2:07P	2:07P	2:07P	7:14P
Winona, WI	WIN		2:49P	2:49P	2:49P	2:49P	7:50P
Red Wing, MN	RDW		3:51P	3:51P	3:51P	3:51P	8:52P
St. Paul, MN (Union Depot)		Ar	4:42P	4:42P	4:42P	4:52P	10:03P
		Dp	4:47P	4:47P	4:47P	...	10:10P
Minneapolis, MN (Target Field)		Ar	5:27P	...	5:32P	...	...
		Dp	5:37P	...	...	...	...
Fridley, MN			...	5:38P	...	...	...
St. Cloud, MN	SCD	Ar	7:00P	6:45P	...	...	12:34A
EASTBOUND (D) denotes discharge passengers only			Empire Builder #8	Scenario 1	Scenario 2	Scenario 3	Scenario 4
St. Cloud, MN	SCD	Dp	5:14A	12:22P	12:37P	...	...
Fridley, MN			...	...	1:38P	...	...
Minneapolis, MN (Target Field)		Ar	---	1:35P	---	...	...
		Dp	---	1:45P	---	1:45P	...
St. Paul, MN (Union Depot)		Ar	7:52A	2:20P	2:20P	2:20P	...
		Dp	8:00A	2:25P	2:25P	2:25P	2:25P
Red Wing, MN	RDW		8:54A	3:13P	3:13P	3:13P	3:13P
Winona, WI	WIN		10:11A	4:16P	4:16P	4:16P	4:16P
La Crosse, WI	LSE		10:47A	4:51P	4:51P	4:51P	4:51P
Tomah, WI	TOH		11:26A	5:31P	5:31P	5:31P	5:31P
Wisconsin Dells, WI	WDL		12:08P	6:13P	6:13P	6:13P	6:13P
Portage, WI	POG		12:27P	6:34P	6:34P	6:34P	6:34P
Columbus, WI	CBS		12:57P	7:02P	7:02P	7:02P	7:02P
Milwaukee, WI (D)	MKE	Ar	D 2:07P	8:20P	8:20P	8:20P	8:20P
	MKE	Dp		8:25P	8:25P	8:25P	8:25P
Milwaukee Airport, WI ®	MKA		...	8:37P	8:37P	8:37P	8:37P
Glenview, IL	GLN			D 9:20P	D 9:20P	D 9:20P	D 9:230P...
Chicago, IL	CHI	Ar	3:55P	9:54P	9:54P	9:54P	9:54P

These schedules are for modeling and study purposes only.

Schedule Option B – Dp CHI Westbound 9:25A;

Dp Union Depot Eastbound **12:25P**

WESTBOUND ® denotes receive passengers only			Scenario 1	Scenario 2	Scenario 3	Scenario 4	Empire Builder #7
Chicago, IL	CHI	Dp	9:25A	9:25A	9:25A	9:25A	2:15P
Glenview, IL	GLN		R 9:47A	R 9:47A	R 9:47A	R 9:47A	R 2:39P
Milwaukee Airport, WI ®	MKA		10:33A	10:33A	10:33A	10:33A	...
Milwaukee, WI ®	MKE	Ar	10:49A	10:49A	10:49A	10:49A	R 3:45P
	MKE	Dp	10:54A	10:54A	10:54A	10:54A	R 3:55P
Columbus, WI	CBS		12:01P	12:01P	12:01P	12:01P	5:05P
Portage, WI	POG		12:30P	12:30P	12:30P	12:30P	5:34P
Wisconsin Dells, WI	WDL		12:47P	12:47P	12:47P	12:47P	5:52P
Tomah, WI	TOH		1:25P	1:25P	1:25P	1:25P	6:30P
La Crosse, WI	LSE		2:07P	2:07P	2:07P	2:07P	7:14P
Winona, WI	WIN		2:49P	2:49P	2:49P	2:49P	7:50P
Red Wing, MN	RDW		3:51P	3:51P	3:51P	3:51P	8:52P
St. Paul, MN (Union Depot)		Ar	4:42P	4:42P	4:42P	4:52P	10:03P
		Dp	4:47P	4:47P	4:47P	...	10:10P
Minneapolis, MN (Target Field)		Ar	5:27P	...	5:32P	...	...
		Dp	5:37P	...	...	...	...
Fridley, MN			...	5:38P	...	...	...
St. Cloud, MN	SCD	Ar	7:00P	6:45P	...	...	12:34A

EASTBOUND (D) denotes discharge passengers only			Empire Builder #8	Scenario 1	Scenario 2	Scenario 3	Scenario 4
St. Cloud, MN	SCD	Dp	5:14A	10:22A	10:37A	...	...
Fridley, MN			...	...	11:38A	...	...
Minneapolis, MN (Target Field)		Ar	...	11:35A	---	...	...
		Dp	...	11:45A	---	11:45A	...
St. Paul, MN (Union Depot)		Ar	7:52A	12:20P	12:20P	12:20P	...
		Dp	8:00A	12:25P	12:25P	12:25P	12:25P
Red Wing, MN	RDW		8:54A	1:13P	1:13P	1:13P	1:13P
Winona, WI	WIN		10:11A	2:16P	2:16P	2:16P	2:16P
La Crosse, WI	LSE		10:47A	2:51P	2:51P	2:51P	2:51P
Tomah, WI	TOH		11:26A	3:31P	3:31P	3:31P	3:31P
Wisconsin Dells, WI	WDL		12:08P	4:13P	4:13P	4:13P	4:13P
Portage, WI	POG		12:27P	4:34P	4:34P	4:34P	4:34P
Columbus, WI	CBS		12:57P	5:02P	5:02P	5:02P	5:02P
Milwaukee, WI	MKE	Ar	D 2:07P	6:20P	6:20P	6:20P	6:20P
	MKE	Dp	...	6:25P	6:25P	6:25P	6:25P
Milwaukee Airport, WI	MKA		...	6:37P	6:37P	6:37P	6:37P
Glenview, IL	GLN			D 7:23P	D 7:23	D 7:23P	D 7:23P
Chicago, IL	CHI	Ar	3:55P	7:57P	7:57P	7:57P	7:57P

Both of these schedules were modeled by MnDOT's contractor using Train Performance Calculator (TPC) and Rail Traffic Controller (RTC) programs. During the modeling process, it was discovered that a third schedule, similar to alternative B but with slightly different departure times, was the most operationally efficient schedule and required the least amount of infrastructure improvements to achieve appropriate performance for passenger and freight trains. This "optimized" schedule has departure from Chicago at 10:15 AM and from St. Paul at 11:46. Note: The "optimized" schedule was not part of the Amtrak evaluations.

VII. Ridership/Revenue Forecast Summary

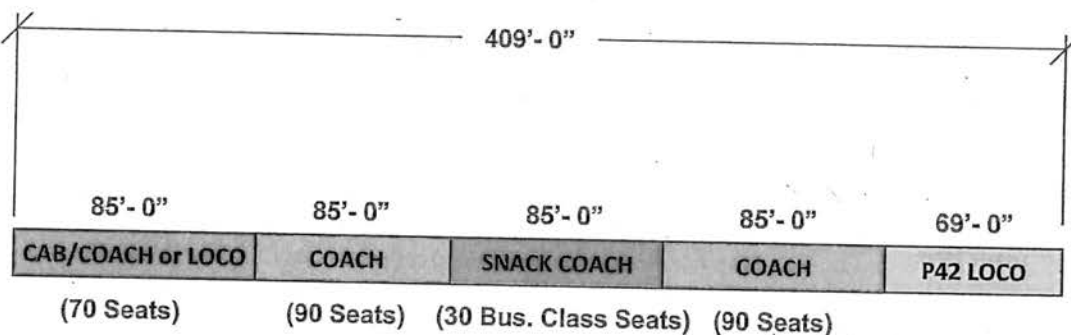
Ridership and Ticket Revenue forecasts summarized in Table 5 are based in part on the community populations in Table 2 and the schedules defined in Table 3. Ridership and ticket revenue forecasts for proposed passenger rail have been prepared using a "National Corridor Model" developed by AECOM for Amtrak and various states for corridor passenger rail forecasting throughout the US. An application of this model was developed for the Second Frequency Feasibility Study to evaluate proposed new passenger rail services based on the following key inputs:

- Station Locations
- Passenger Rail Timetable, providing departure/arrival times by train and station and thus defining:
 - travel time.
 - frequency.
 - departure/arrival time-of-day slots.
- Average Fares, based on observed average yields per mile in existing Amtrak markets within the Midwest.
- Population, employment, and income of each market served.
- Service characteristics of competing modes – auto, air, and bus.

VIII. Rolling Stock and Maintenance

Equipment Availability:

The proposed scenarios would require two equipment sets to operate, which would require two diesel locomotives, four bi-level coaches, two bi-level snack coaches, and two bi-level cab coaches. All route alternatives assume trainsets will be in "push-pull mode", with one locomotive and one cab/coach (or a second locomotive). The equipment consist will include a food service car (café business class) with food and beverage service but will not include a full service diner. This study assumes the train consist will utilize bi-level Superliner-type equipment, similar to that currently used on the *Empire Builder*. The following schematic describes the proposed equipment consist with dimensions and seating capacity.



Total Capacity = 280 seats.

For purposes of developing the required capital investments to begin the service, it was presumed that the States would purchase the required cars and locomotives, as Amtrak cannot guarantee that it will have excess equipment available at the startup of this service. If Amtrak-owned equipment becomes available in the future, the states would need to determine whether to pursue the new equipment (shown in the table below) with the associated costs or operate the service with Amtrak equipment. The following Table 4 reflects the purchase of 10 total pieces of new equipment.

Table 4

<u>New Midwest Bi-Level & Locomotive Equipment Acquisition for CHI-MN 2nd Frequency</u>					
	<u>Cafe/Business</u>	<u>Coach</u>	<u>Cab/Bag/Coach</u>	<u>Locomotive</u>	<u>Total</u>
<u>Unit Price</u>	\$3,318,000	\$2,977,000	\$3,365,000	\$8,300,000	NA
<u>Quantity</u>	2	4	2	2	10
<u>Total</u>	\$6,636,000	\$11,908,000	\$6,730,000	\$16,600,000	\$41,874,000
			(If using existing P-42 locomotives		(\$25,274,000)
Spare parts, Field Warranty Service					\$300,000
<u>Subtotal</u>					\$42,174,000
<u>Contingency: 10%</u>					\$4,217,000
<u>Total</u>					<u>\$46,391,000</u>

Car & Locomotive Maintenance and Turnaround

Car and locomotive maintenance and turnaround costs are forecast by Planning and Costing based on the units used, unit trips, and operated train miles statistics. For car maintenance, costs are based on Amtrak's experience with Pacific Surf liner equipment, which is similar to the bi-level cars the states have on order. Mechanical costs are forecast to be \$2.25 million for Scenarios 1A, 1B, 2A & 2B, and \$2.200 million for Scenarios 3A, 3B, 4A & 4B. If any of these scenarios are considered further, more detailed estimates will need to be developed with input from Amtrak's Mechanical Department.

IX. Operating Expense/Subsidy Requirement

The estimated annual costs to operate a proposed Second Frequency Service were developed by Amtrak in accordance with the schedules defined in Table 3. Among the key determinants of projected annual operating costs are: (1) the length of route; (2) the number of daily frequencies to be operated; (3) the projected types and quantities of equipment required to support operations; (4) equipment cycling; (5) crew base requirements and scheduling synergies; and (6) desired level of service amenities, such as food/beverage service. Projected expenses associated with operations over this route are summarized in Section XII, and the estimated ridership and the relationship between revenue, operating cost, and required state support (subsidy) is described in Table 5.

TABLE 5
Financial Summary by Scenario

Scenario	1-A	1-B	2-A	2-B	3-A	3-B	4-A	4-B
(route)	CHI-SPU-MIM-SCD		CHI-SPU-FID-SCD		CHI-SPU-MIM		CHI-SPU	
Ridership	143,300	185,100	143,200	180,300	137,000	177,600	117,800	155,500
Revenue	\$7,459,000	\$9,083,000	\$7,455,000	\$8,688,000	\$7,001,000	\$8,513,000	\$5,522,000	\$6,811,000
Operating Cost	\$13,337,000	\$13,715,000	\$13,309,000	\$13,618,000	\$12,618,000	\$12,976,000	\$12,131,000	\$12,448,000
State Operating Support	\$5,878,000	\$4,632,000	\$5,855,000	\$4,930,000	\$5,617,000	\$4,460,000	\$6,609,000	\$5,637,000

Notes:

Numbers are annual totals and State Support totals do not include annual capitalized maintenance for equipment costs, estimated to be an additional \$1,000,000.

X. Proposed Capital Infrastructure Improvements

The introduction of new or expanded intercity passenger service on any corridor requires an evaluation of infrastructure as it relates to track capacity and track condition (including bridges and signals) as a necessary step in due diligence. The proposed service would likely require capital improvements to station facilities and railroad physical plant. While specific railroad infrastructure improvements are subject to negotiation with the host railroad, this

report provides high-level cost estimates for capital improvements divided among four route segments:

- Chicago to Milwaukee
- Milwaukee to Union Depot
- Union Depot to St. Cloud
- Minneapolis Junction to Target Field Station

Chicago to Milwaukee

This route segment is composed primarily of track owned by Metra (32 miles) and CPR (54 miles). The route is double track with CTC signal controls and a maximum allowable speed of 79 mph. At the time of this report, a separate study of this corridor segment conducted by WisDOT, Illinois DOT, and Federal Railroad Administration, in partnership with Amtrak, is considering the addition of more Amtrak "Hiawatha" Service frequencies between Chicago and Milwaukee. The intent is to increase the current seven daily Hiawatha round trips to 10 daily round trips. This would require a program of infrastructure improvements to increase capacity that is currently under discussion. The Canadian Pacific has indicated that the addition of one daily round trip train on the corridor segment would necessitate some improvements, including the construction of a second platform at the Milwaukee Airport Station. Discussions continue regarding required infrastructure for Chicago-Milwaukee corridor.

For the purposes of this Feasibility Study, this report will include an estimate for an 850-foot second platform and overhead pedestrian bridge at Milwaukee Airport Station. Amtrak estimates the cost would be roughly \$10 million for the platform and bridge.

As of the time of this writing, no additional improvements have been identified on Metra's portion of the route for one additional frequency.

Milwaukee to Union Depot in St. Paul

For this segment, MnDOT's consultant HDR, performed operations modeling using a Railroad Traffic Controller model of the Milwaukee-Union Depot in St. Paul corridor segment. As previously discussed in Section VI, both Amtrak schedule options A & B along with HDR's new optimized schedule were modeled. This analysis identified locations between Milwaukee and Union Depot in St. Paul where infrastructure improvements may be necessary and tested the impact of several previously identified infrastructure improvements provided by the railroads on train operations and performance. For most of this route segment, the proposed service would operate over approximately 380 miles of CPR tracks, although there are roughly 18 miles of paired/shared tracks with BNSF between St. Croix

Junction (near Hastings) and Union Depot. Exhibit 2/Sheet 2 describes schematically this 18-mile segment.

A high-level cost estimate of needed infrastructure improvements between Milwaukee and Union Depot segment was provided by Minnesota DOT's consultant HDR for the three schedules. These range from \$85.2 for their "Optimized" schedule, \$131.5 for the Option A schedule and \$164.9 for the Option B schedule.

(Conceptual capital infrastructure cost estimates for the Milwaukee to Union Depot in St. Paul segment are order of magnitude and based on HDR's October 2014, Rail Traffic Controller simulation modeling.)

Union Depot in St Paul to St. Cloud

The route from Union Depot to St. Cloud involves 3 railroads – CPR, MNNR, and BNSF. Northstar Commuter trains also utilize this route between Minneapolis Junction and Big Lake. For the addition of a single frequency, this report assumes no additional improvements are required on the CPR and MNNR track segments. However, it should be noted that this assumption is made without the benefit of train simulation modeling and a detailed capacity analysis. The BNSF has indicated the following infrastructure improvements are required to accommodate the one additional frequency.

Construct a third main track between Interstate and Coon Creek, a distance of 6 miles. Amtrak estimates this cost to be \$36 million in 2014 dollars. While a third main track would be beneficial to a second frequency, it would likely not be the sole driver in the need for a third track in this area.

Construct a second main track between Becker and Big Lake, a distance of 10.5 miles, with at least one set of crossovers between the two points. Amtrak estimates this cost to be \$63 million in 2014 dollars. BNSF plans to construct this project as part of its 2015 capital plan. Additionally, BNSF has started construction on two new higher speed main tracks between St. Anthony and Minneapolis Junction, and will convert the existing slower speed single main track to a yard lead.

Minneapolis Junction to Target Field Station

In order to serve Target Field station as proposed in Scenarios 1 and 3, BNSF has indicated the current infrastructure between Minneapolis Junction and the station, approximately 1.6 miles in length, will have to be improved and expanded. This route segment currently consists of one mainline track and one storage track, approximately 1 mile in length. BNSF requires:

Construction of full double track capability from Target Field station to Minneapolis Junction, with perhaps the double tracking of some if not all of Minneapolis Junction. This would entail upgrading the existing storage track to mainline track condition. Amtrak

estimates the cost to be about \$8 million in 2014 dollars. BNSF plans to complete this work as part of its 2015 capital plan.

Construction of an additional Target field station track, in that all existing track at the station are currently occupied by Northstar Commuter Service. Amtrak estimates the cost to be about \$8 million in 2014 dollars.

Construction of a new storage track that replicates the existing storage track capacity at a location determined by the BNSF. Amtrak estimates the cost to be \$3 million in 2014 dollars.

Layover Facilities

Amtrak's existing facilities in Chicago will be the primary maintenance, servicing and fueling location for all scenarios. Layover facilities at the northern termini, shown for each scenario below, will also be required for routine fueling, cleaning, and servicing.

Scenario 1: For the purpose of this study, the layover location in St. Cloud is assumed to be the BNSF Yard west of the station. However, only preliminary discussions with BNSF have occurred and there are no agreements between BNSF and Amtrak to allow for a yard layover at this time. Locomotives will require refueling by tanker truck at St. Cloud. Routine cleaning and servicing will also be required in St. Cloud. An allowance for the estimated cost to create a St. Cloud layover facility is \$650,000.

Scenario 2: The layover requirements are the same as Scenario 1.

Scenario 3: The layover location for this scenario is Amtrak's former Midway Station site. The estimated infrastructure costs associated with a Midway layover is \$300,000.

Scenario 4: The layover location for this scenario is Amtrak's former Midway Station site. The layover requirements are the same as scenario 3.

The infrastructure improvements for the various segments that combine to make up the four different scenarios are summarized in Table 6.

TABLE 6**Infrastructure Capital Projects**

Project No.	Location	Description of Infrastructure Improvement	Cost Estimate \$ (millions)		
			Low ("Optimized schedule")	Medium (Schedule Option B)	High (Schedule Option A)
1	CPR Milwaukee Airport Station	850-foot second platform & pedestrian bridge	10.0	10.0	10.0
2	CPR Milwaukee to UD	Various capacity improvements	85.0	132.0	165.0
3	BNSF Interstate to Coon Creek	Various capacity improvements	36.0	36.0	36.0
4	BNSF Big Lake to Becker	Construct 2nd main track plus crossover 10.5 miles	63.0	63.0	63.0
5	BNSF Minneapolis Jct. to TFS	Convert storage track to mainline	8.0	8.0	8.0
6	BNSF/Northstar TFS	Construct new station track and platform	8.0	8.0	8.0
7	BNSF Wayzata Sub	Construct new storage track for TFS	3.0	3.0	3.0

XI. Mobilization Costs (one-time expense)

A number of up-front expenses would be incurred by Amtrak, should the corridor service be funded and implemented. These include personnel recruitment and training, radio equipment, uniforms for on-board personnel, etc. These estimated costs are listed below:

Training & Qualification Expenses for Train, Engine and Onboard Services Personnel, Mechanical; procurement of uniforms, Radios and other miscellaneous equipment	\$750,000
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XII. Summary Table of Key Numbers

SCENARIO 1

This section summarizes key elements of the route between Chicago and St. Cloud via Target Field Station in Minneapolis.

Length of Route (miles)	489
Number of Host Railroads	4
Proposed Scheduled Running Time (hours: minutes)	9:35

Capital for Infrastructure Improvements: (\$ millions)

Low- Model "C" Optimized Schedule. (DP St. Paul 11:46am) – (DP CHI 10:15am)	\$210.2
Medium- Model "B" Schedule. (DP St. Paul 12:25pm) – (DP CHI 9:25am)	\$256.5
High-Model "A" Schedule. (DP St. Paul 2:15pm) – (DP CHI 9:25am)	\$289.9

Capital for Layover Facility	\$0.65
Capital for Equipment Procurement (2 Round Trips)	\$46.4

"Order of Magnitude" Total Capital Cost (\$ millions)

Low – Model "C" Optimized Schedule. (DP St. Paul 11:46am) – (DP CHI 10:15am)	\$257.2
Medium – Model "B" Schedule. (DP St. Paul 12:25pm) – (DP CHI 9:25am)	\$303.5
High – Model "A" Schedule. (DP St. Paul 2:15pm) – (DP CHI 9:25 am)	\$336.9

Estimated Equipment Capitalized Maintenance Annual Cost (\$ millions)	\$1.0
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	<u>Option A (\$ millions)</u>	<u>Option B (\$ millions)</u>
Estimated Annual Ridership	143,300	185,100
Estimated Annual Revenue	\$7.459	\$9.083
Estimated Annual Operating Expense	\$13.337	\$13.715
Estimated Annual Operating Subsidy	\$5.878	\$4.632

SCENARIO 2

This section summarizes key elements of the route between Chicago and St. Cloud via the Fridley, MN Northstar Station.

Length of Route (miles)	486
Number of Host Railroads	4
Proposed Scheduled Running Time (hours: minutes)	9:20

Capital for Infrastructure Improvements: (millions)

Low – Model “C” Optimized Schedule. (DP St. Paul 11:46am)-(DP CHI 10:15am)	\$194.2
Medium – Model “B” Schedule. (DP St. Paul 12:25pm) – (DP CHI 9:25am)	\$240.5
High – Model “A” Schedule. (DP St. Paul 2:15pm) – (DP CHI 9:25am)	\$273.9

Capital for Layover Facility	\$0.65
Capital for Equipment Procurement (2 Round Trips)	\$46.4

“Order of Magnitude” Total Capital Cost (\$ millions)

Low – Model “C” Optimized Schedule. (DP St. Paul 11:46am)-(DP CHI 10:15am)	\$241.2
Medium – Model “B” Schedule. (DP St. Paul 12:25pm) – (DP CHI 9:25am)	\$287.5
High – Model “A” Schedule. (DP St. Paul 2:15pm) – (DP CHI 9:25am)	\$320.9

Estimated Equipment Capitalized Maintenance Annual Cost (\$ millions)	\$1.0
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	<u>Option A (\$ millions)</u>	<u>Option B (\$ millions)</u>
Estimated Annual Ridership	143,200	180,300
Estimated Annual Revenue	\$7.455	\$8.688
Estimated Annual Operating Expense	\$13.309	\$13.618
Estimated Annual Operating Subsidy	\$5.855	\$4.930

SCENARIO 3

This section summarizes key elements of the route between Chicago and Target Field Station in Minneapolis.

Length of Route (miles)	424
Number of Host Railroads	4
Proposed Scheduled Running Time (hours: minutes)	8:09

Capital for Infrastructure Improvements:

Low-HDR Model "C" Optimized Schedule. (DP St. Paul 11:46am)-(DP CHI 10:15am)	\$ 114.2
Medium-HDR Model "B" Schedule. (DP St. Paul 12:25pm) – (DP CHI 9:25am)	\$ 160.5
High – Model "A" Schedule. (DP St. Paul 2:15pm) – (DP CHI 9:25am)	\$ 193.9
Capital for Layover Facility	\$0.3
Capital for Equipment Procurement (2 Round Trips)	\$46.4

"Order of Magnitude" Total Capital Cost (\$ millions)

Low – Model "C" Optimized Schedule. (DP St. Paul 11:46am)-(DP CHI 10:15am)	\$ 160.9
Medium – Model "B" Schedule. (DP St. Paul 12:25pm) – (DP CHI 9:25am)	\$ 207.2
High – Model "A" Schedule. (DP St. Paul 2:15pm) – (DP CHI 9:25am)	\$ 240.6

Estimated Equipment Capitalized Maintenance Annual Cost (\$ millions) \$1.0

	<u>Option A (\$ millions)</u>	<u>Option B (\$ millions)</u>
Estimated Annual Ridership	137,000	177,600
Estimated Annual Revenue	\$7.001	\$8.515
Estimated Annual Operating Expense	\$12.618	\$12.976
Estimated Annual Operating Subsidy	\$5.617	\$4.460

SCENARIO 4

This section summarizes key elements of the route between Chicago and Union Depot in St. Paul.

Length of Route (miles)	411
Number of Host Railroads	4
Proposed Scheduled Running Time (hours: minutes)	7:30

Capital for Infrastructure Improvements: (\$ millions)

Low-HDR Model "C" Optimized Schedule. (DP St. Paul 11:46am)-(DP CHI 10:15am)	\$ 95.2
Medium-HDR Model "A" Schedule. (DP St. Paul 12:25pm) – (DP CHI 9:25am)	\$141.5
High-HDR Model "B" Schedule. (DP St. Paul 2:15pm)– (DP CHI 9:25am)	\$174.9

Capital for Equipment Procurement (2 Round Trips)	\$46.4
Capital for Layover Facility	\$0.3

Order of Magnitude" Total Capital Cost (\$ millions)

Low-HDR Model "C" Optimized Schedule. (DP St. Paul 11:46am)-(DP CHI 10:15am)	\$141.9
Medium-HDR Model "A" Schedule. (DP St. Paul 12:25pm) – (DP CHI 9:25am)	\$188.3
High-HDR Model "B" Schedule. (DP St. Paul 2:15pm) – (DP CHI 9:25am)	\$221.6

Estimated Equipment Capitalized Maintenance Annual Cost (\$ millions) \$1.0

	<u>Option A (\$ millions)</u>	<u>Option B (\$ millions)</u>
Estimated Annual Ridership	117,800	155,500
Estimated Annual Revenue	\$5.522	\$6.811
Estimated Annual Operating Expense	\$12.131	\$12.448
Estimated Annual Operating Subsidy	\$6.609	\$5.637

Exhibit 1
AMTRAK FEASIBILITY STUDY PROCESS

ITEM	TASK	TASK ACTIVITY
1	STUDY REQUEST & CONTRACT	Amtrak is formally requested by one or more recognized state agencies (typically the state DOT) to perform a feasibility study for intercity passenger train service within a specified corridor, and the state(s) and Amtrak begin negotiations for the development of study contract terms, statement of work, and study fee. The state(s) provide to Amtrak the route(s) to be studied, the desired station stop cities, the desired frequency of service, and the desired maximum authorized speed (MAS) for the route. Specific station site locations within each station stop city is not required to perform the study, but can be helpful to the study team.
2	HOST RAILROAD NOTIFICATION	Host railroad notifications are made to host railroads that would be involved in or affected by the proposed operation of intercity passenger train service within the requested study corridor. The purpose and parameters of the study are outlined, and follow-up meetings are suggested to plan inspection trips, gather data, and estimate the level of capacity analysis that will be required.
3	ROUTE HISTORY & DEMOGRAPHICS	Upon completion of a feasibility study contract, Amtrak will begin gathering information on route history and on local demographics of the municipalities to be served by the proposed intercity passenger train service. States will typically provide to Amtrak any past studies or data that may be relevant to the feasibility study.
4	DATA COLLECTION	Amtrak will begin to work with the host railroads to collect employee timetables, track charts, and other infrastructure and operating data needed for report preparation.
5	ROUTE INSPECTION	Amtrak arranges with host railroads to make a physical inspection, including hi-rail trips where appropriate, of the proposed corridor route. During the inspection trip Amtrak and the host railroad will begin a dialogue about the impact of new or expanded passenger train service on the corridor and the infrastructure improvements needed to meet both freight and passenger train operational goals.
6	PROVISIONAL TRAIN SCHEDULES	Amtrak will develop a provisional passenger train schedule based on the route and city station stops selected by the state(s), the number of frequencies and approximate departure times selected by the state(s), and a passenger train maximum authorized speed (MAS) agreed to by the state(s) and host railroads. The term "provisional", within the context of this study, implies the schedule will be realistic and doable; however, it is understood that the schedule may not be fully optimized due to the inherent time constraints and depth of research limitations of a feasibility study.
7	CAPACITY ANALYSIS	Host railroads will typically perform RTC modeling of the proposed service and route to evaluate the impact of proposed new passenger train operations on the existing and future freight train operations. This work may be done in-house by the host railroad or contracted to a consultant. The cost of RTC modeling is passed through to the states. Upon receipt of capacity analysis results from the host railroads, Amtrak, in cooperation with the host railroads, will technically analyze the results and assess whether the proposed infrastructure improvements (and costs) appear reasonable and whether adjustments to train schedules could reduce infrastructure costs.
8	AMTRAK FINANCE & OPERATIONS	Provisional schedules, frequency of service, and number of trainsets for the proposed service is forwarded to Amtrak's Financial and Operations Groups. Finance and Operations jointly identify the quantity and costs for equipment, train and on-board crews, crew new hires, and crew training. Amtrak Finance undertakes a ticket pricing study, which includes identification of Amtrak's total operating costs and required ticket prices.
9	REVENUE RIDERSHIP ANALYSIS	Amtrak utilizes a qualified consultant to develop ridership and revenue estimates based on the provisional schedule, service frequency, and the Amtrak-vetted host railroad capacity analysis results, all of which are developed prior to the revenue/ridership analysis.
10	ROLLING STOCK & EQUIPMENT MAINTENANCE	Based on provisional train schedules, agreed upon by the host railroads, and train consists developed from ridership data, Amtrak will develop a plan for equipment rotation, servicing, maintenance, and layover facilities, and will identify the associated capital costs required for implementation.
11	INFRA-STRUCTURE	AMTRAK will work with Host Railroads and their consultants to identify infrastructure improvements, and an associated "order of magnitude" capital cost estimate, necessary to meet requirements of PRIIA, Section 207, for on-time performance and train delay standards.
12	DRAFT REPORT FOR AMTRAK REVIEW	Amtrak incorporates the relevant comments into the draft report and circulates it internally for review and approval. This process usually takes about 30 days.
13	DRAFT REPORT FOR STATE REVIEW	Upon completion of the internal Amtrak review, the draft report is forwarded to the state(s) for review and approval with or without comments and/or changes. Typically, 30 days is allowed for review and approval of the draft report by the state.
14	FINAL REPORT	Once Amtrak receives the state's comments on the draft report, a Final Report is prepared and submitted to the state(s). The Final Report will incorporate appropriate comments and/or changes from the State's review of the Draft Report, provided the comments/changes do not substantially alter the key components of the report, such as route, schedule, station stops, infrastructure capital, operating costs, etc.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-8

Committee: Regional Railroad Authority

Meeting Date: 2/9/2016

SUBJECT**Joint Powers Agreement Amendment with Minnesota High Speed Rail Commission****REQUESTED ACTION**

1. Approve amendment of the Joint Powers Agreement with Minnesota High Speed Rail Commission to include La Crosse Area Planning Committee as a Financial Party member of the Minnesota High Speed Rail Commission.

EXECUTIVE SUMMARY

The Minnesota High Speed Rail Commission (Commission) is a joint powers board under the provisions of Minnesota Statutes Sections 471.59. The Commission is established by a Joint Powers Agreement by and between Ramsey County Regional Railroad Authority, Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona. In April, 2009, the Ramsey County Regional Railroad Authority voted to execute the Joint Powers Agreement.

The Commission is working to establish high-speed intercity passenger rail service between the Union Depot Multi-Modal Transportation Hub in Saint Paul and Chicago along the current Amtrak Empire Builder route in Minnesota which parallels the Mississippi River (the River Route).

The La Crosse Area Planning Committee (LAPC) is a Metropolitan Planning Organization, a federally mandated and federally funded transportation policy-making organization composed of representatives from local government and governmental transportation authorities. The Commission determined that it would be desirable for the LAPC to join the Commission as a Financial Party, recognizing LAPC's importance for the work of the Commission and to ensure that the public, business leaders and legislators in the La Crosse area are aware of the benefits of high-speed rail in the River Route and invited LAPC to consider joining the Commission. At their November meeting, the LAPC voted to join the Commission and participate as a Financial Party. LAPC's 2016 membership dues will be added to the 2016 Commission's estimated revenues.

The Joint Powers Agreement does not include express terms for adding members, but, it can be amended by unanimous agreement by its Member Parties. RCRRA staff and the County Attorney's Office prepared a resolution that under the terms of the Joint Powers Agreement

Joint Powers Agreement Amendment with Minnesota High Speed Rail Commission

upon adoption by all the Member Parties of the Commission would be sufficient to amend the Joint Powers Agreement to include the LAPC as a Financial Party.

The Commission discussed the LAPC's decision and the draft resolution at its January meeting. The Commission decided to send the resolution to its Member Parties to be executed as soon as possible, to enable the LAPC to function as a Financial Party member at the next scheduled Commission meeting on March 3, 2016. This resolution is attached and upon approval will amend the Joint Powers Agreement.

BUDGETARY IMPACT

There is no budgetary impact to RCRRA for 2016, as the 2016 Minnesota High Speed Rail Commission dues have already been approved by the Commission. For 2017 and subsequent budget years, the addition of LAPC's membership dues and impact on other Commission entities dues, will be determined during the Minnesota High Speed Rail Commission's budget approval process.

COUNTY MANAGER COMMENTS

Approving this resolution will ensure that the public, business leaders and legislators along the River Route, including the La Crosse area, are aware of the benefits of high speed rail along this Corridor.

PREVIOUS ACTION

On April 28, 2009, RCRRA approved the Minnesota High Speed Rail Commission Joint Powers Agreement, authorizing the Chair and Chief Clerk to execute the agreement, and appointing Jim McDonough as its representative (Resolution R09-16).

ATTACHMENTS

1. Draft Resolution
2. Joint Powers Agreement

DRAFT RESOLUTION

WHEREAS, The Minnesota High Speed Rail Commission is a joint powers board under the provisions of Minnesota Statutes Sections 471.59 and;

WHEREAS, The Minnesota High Speed Rail Commission is established by a Joint Powers Agreement by and between Ramsey County Regional Railroad Authority, Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Minnesota High Speed Rail Commission is working to establish high-speed intercity passenger rail service between the Union Depot Multi-Modal Transportation Hub in Saint Paul and Chicago along the current Amtrak Empire Builder route in Minnesota which parallels the Mississippi River (the River Route); and

WHEREAS, The La Crosse Area Planning Committee is a Metropolitan Planning Organization, a federally mandated and federally funded transportation policy-making organization in the United States that is made up of representatives from local government and governmental transportation authorities; and

WHEREAS, The La Crosse Area Planning Committee is an ex officio member of the Minnesota High Speed Rail Commission and has expressed interest in joining the Minnesota High Speed Rail Commission as a Financial Party; and

WHEREAS, The Minnesota High Speed Rail Commission determined that it would be desirable for the La Crosse Area Planning Committee to join the Minnesota High Speed Rail Commission as a Financial Party, recognizing La Crosse Area Planning Committee's importance for the work of the Minnesota High Speed Rail Commission and to ensure that the public, business leaders and legislators in the La Crosse area are aware of the benefits of high-speed rail in the River Route and invited La Crosse Area Planning Committee to consider joining the Minnesota High Speed Rail Commission; and

WHEREAS, The La Crosse Area Planning Committee voted to join the Minnesota High Speed Rail Commission and participate as a Financial Party; and

WHEREAS, Amending the Joint Powers Agreement will enable the La Crosse Area Planning Committee to join the Minnesota High Speed Rail Commission as a Financial Party; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the amendment to the Joint Powers Agreement with Minnesota High Speed Rail Commission to include La Crosse Area Planning Committee as a Financial Party of the Minnesota High Speed Rail Commission.

**JOINT POWERS AGREEMENT
ESTABLISHING THE
MINNESOTA HIGH SPEED RAIL COMMISSION**

THIS AGREEMENT, is entered into by and between the undersigned Regional Railroad Authorities, Counties, and Cities, all being governmental units of the State of Minnesota, pursuant to the authority contained in the Minn. Statutes §§471.59 and 398A.

WITNESSETH

WHEREAS, the Minnesota High Speed Rail Corridor (Corridor) is defined as a Canadian Pacific railway corridor from La Crescent to the Union Depot in St. Paul, Minnesota traveling along the Mississippi River; and

WHEREAS, the Minnesota High Speed Rail Corridor will connect Minnesota to Chicago, and the greater Midwest Regional Rail System, a 3,000 mile, nine-state high speed rail network advocated for by the Midwest Interstate Passenger Rail Commission (MIPRC), and

WHEREAS, the MIPRC estimated that connecting Minnesota to the Midwest Regional Rail System would generate over 1,500 permanent jobs and \$1.2 billion in user benefit to Minnesota, and

WHEREAS, the identified economic benefits will not be achieved without high speed rail, and

WHEREAS, there are opportunities to build upon these economic benefits via a variety of rail transportation improvements to the Corridor, including passenger rail, high speed rail, and commuter rail, and

WHEREAS, investments in the Corridor provide the opportunity to simultaneously advance other rail projects, and

WHEREAS, the implementation of rail improvements allows for the maximization of public resources, and

WHEREAS, the communities along the Corridor wish to collaboratively plan for the multiple rail transportation improvements and for the related land use and development impacts to maximize the public investment.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herefrom, the parties agree as follows:

ARTICLE 1.

DEFINITIONS

Unless the context otherwise requires, the terms defined in this section shall for all purposes of this agreement have the meanings herein stated:

Agreement means this Joint Powers Agreement as it now exists and as it may hereafter be amended.

Commission (Minnesota High Speed Rail Commission) shall mean the joint powers board herein established.

Party shall mean any Regional Railroad Authority, or City identified in Article 6 of this Agreement as eligible to participate in this Agreement and which approves and executes this Agreement.

Financial Party shall mean any financially contributing Regional Railroad Authority identified in Article 6 of this Agreement as eligible to participate in this Agreement and which approves and executes this Agreement.

Minnesota High Speed Rail Corridor shall be defined as the Canadian Pacific Railway corridor from La Crescent to the Union Depot in St. Paul, Minnesota traveling along the Mississippi River.

Passenger Rail shall mean an electric or diesel powered railway that connects multiple regions and the cities in between. Service is focused on moving people between regional centers at speeds not exceeding 90 miles per hour.

High Speed Rail shall mean an electric or diesel powered railway that travels in excess of 90 miles per hour and connects metropolitan regions together.

Commuter Rail shall mean an electric or diesel powered railway operating on existing or abandoned railway corridors connecting commuters to job centers. The service provided will be focused in the 'peak' commuting periods, but could include off-peak and special event service.

Member shall mean an individual appointed to the Commission as provided in Article 4 of this Agreement.

Quorum shall mean a majority of members, provided such majority includes at least a majority of Financial Parties as defined in the Agreement.

Host Railroad shall mean the owner of the railroad track upon which Passenger Rail, Commuter Rail, or High Speed Rail will travel.

ARTICLE 2.

PURPOSE

The purpose of this Agreement is to form a joint powers board under the provisions of Minnesota Statutes Section 471.59 and 398.A. This Agreement shall enable the Parties to cooperatively advocate for, analyze the feasibility, environmental impacts, engineering, construction, and operation of an integrated rail transportation system in the Minnesota High Speed Rail Corridor that includes passenger, high speed, commuter, and freight rail along with its associated land use and development impacts. These activities may include but not be limited to the acquisition and management of federal, state, and local funding in conjunction with the Minnesota Department of Transportation, Metropolitan Council, La Crosse Area Planning Committee, and the Wisconsin Department of Transportation and the performance of any responsibilities delegated by the Commissioner of Transportation, Chair of the Metropolitan Council, Chair of the La Crosse Area Planning Committee, and/or the Secretary of Transportation subject to the conditions that sufficient funds are received.

The Parties will communicate and coordinate the Commission's activities as necessary with Canadian Pacific Railway, Burlington Northern Santa Fe Railway, Union Pacific Railway, Amtrak, state agencies, counties, municipalities, the Federal Railroad Administration, other regulatory, planning, and funding agencies, tribal authorities, and other stakeholders for advancement of the Commission's purposes.

The method of accomplishing the purpose of this Agreement is the establishment of a Joint Powers Board to provide a mechanism whereby the Parties jointly address the need for enhanced rail transportation options along the Corridor.

ARTICLE 3.

TERM

This Agreement shall be effective (the Effective Date) and the joint powers board established herein may commence exercising the powers authorized in this Agreement on the date that the Agreement has been approved by resolution and duly executed by two (2) Financial Parties by action of their governing boards. This Agreement shall remain in full force and effect until terminated by the Parties pursuant to Article 10 of the Agreement.

ARTICLE 4.

JOINT POWERS BOARD

- A. There is hereby created a Joint Powers Board as a public entity, to be known as the Minnesota High Speed Rail Commission. The Commission shall be an entity separate from its member Parties and shall not be deemed an agent or partner of the member Parties and the member Parties shall not be liable for the actions of the Commission. The Commission shall have full authority to exercise all powers stated herein.
- B. The Commission shall consist of one Member and one alternate appointed through resolution by a Party for an initial term commencing with the execution of this Agreement until January 15, 2011. Each Member or alternate must be a member of

the governing body, commission, or council which appoints him or her, and must remain so during his or her term.

- C. Thereafter, each Member and alternate shall be appointed for one-year terms, beginning January 15, by resolution of the governing body, commission, or council. In the event that any Member or alternate shall not have been appointed by January 15 in any year, the incumbent Member shall serve until a successor has been appointed. Removal of any Member or alternate during the term for which the Member has been appointed may be done at any time, but shall be done only by resolution of the appointing governing body, commission, or council.

ARTICLE 5.

VOTING

Board voting shall be as follows: Each Financial Party receives three (3) votes and each Party that is a non-Financial Party receives one (1) vote.

- A. In the event that the appointed Member is not present at a meeting, their alternate may cast all of their Party's allocated votes.
- B. All actions of the Commission require both a simple majority vote of the Parties present and a simple majority vote of the Financial Parties present. However, for all actions involving the expenditure of funds and adoption of the budget, a simple majority of the whole Commission plus a super majority vote of all Financial Parties is required. A super majority vote is defined as at least 2/3 of the Financial Parties.

ARTICLE 6.

PARTIES

The government units that are eligible for participation in this Commission upon adoption of this agreement by their respective governmental units on or before December 31, 2009 include:

- A. Financial Parties:
 - a. Dakota County Regional Railroad Authority
 - b. Goodhue County Regional Railroad Authority
 - c. Houston County Regional Railroad Authority
 - d. Olmsted County Regional Railroad Authority
 - e. Ramsey County Regional Railroad Authority
 - f. Wabasha County Regional Railroad Authority
 - g. Washington County Regional Railroad Authority
 - h. Winona County Regional Railroad Authority
- B. Non-Financial Parties:
 - a. City of Cottage Grove
 - b. City of Dakota
 - c. City of Dover
 - d. City of Eyota

- e. City of Goodview
- f. City of Hastings
- g. City of Kellogg
- h. City of La Crescent
- i. City of Lake City
- j. City of Lewiston
- k. City of Minneiska
- l. City of Minnesota City
- m. City of Newport
- n. City of Red Wing
- o. City of Rochester
- p. City of St. Charles
- q. City of St. Paul
- r. City of St. Paul Park
- s. City of Stockton
- t. City of Utica
- u. City of Wabasha
- v. City of Winona

- C. If an entity identified in this Article 6 does not elect to become a Party by December 31, 2009, it may thereafter do so only by amendment to this Agreement pursuant to Article 11 hereof.
- D. Following the initial term, Commission Members terms shall commence on January 15 of a calendar year and end on January 14 of the next succeeding year, or until a successor is appointed.

ARTICLE 7.

POWERS OF COMMISSION

The Commission has such authority as is necessary and proper to make all decisions to carry out its purpose as described in Article 2. Such powers shall be subject to the provisions of Minn. Stat. § 471.59 and 398.A and will include, but not be limited to, any or all of the following powers to the extent provided by law or not otherwise limited by this Agreement.

- A. Adopt an annual budget, together with a statement of the sources of funding and an estimated amount required of each Financial Party.
- B. Enter into transactions, including contracts or leases, required in furtherance of this Agreement and statutory mandate, and enforce such transactions to the extent available in equity or at law. The contracting and purchasing requirements of the Commission's designated fiscal agent as identified in Article 9 D shall apply hereto. The Commission may approve any contract relating to this Agreement up to the amount approved in the annual budget, and may authorize the Chair of the Commission to execute those contracts.

- C. The Commission shall have the power to adopt such by-laws that it may deem necessary or desirable for the conduct of its business. Such by-laws shall be consistent with this Agreement and any applicable laws or regulations. The by-laws may provide for the appointment by the Commission of ex-officio, non-voting members to the Board, including but not limited to the appointment of representatives from the Prairie Island Indian Community to serve as ex-officio non-voting members, and may establish such conditions as it deems appropriate for such appointment. Approval of the by-laws shall be in accordance with Article 5 of this Agreement.
- D. Apply for and accept gifts, grants, and loans of money, other property, or assistance from the United States government, the State of Minnesota and its political subdivisions, the State of Wisconsin and its political subdivisions, the Prairie Island Indian Community, or any person, corporation, partnership, association, or agency, public or private for any of its purposes; enter into any agreement in connection therewith, to hold, use and dispose of such money, other property, and assistance in accordance with the terms of the gifts, grants, or loans relating thereto.
- E. Acquire and hold such real and personal property as may be required to accomplish the purposes of this Agreement and, upon termination of this Agreement, make distribution of such property as is provided for in this Agreement.
- F. Employ agents and employees, and to fix the compensation and all other terms and conditions of employment thereof.
- G. Incur debts, liabilities, or obligations which do not constitute a debt of any of the parties. The Joint Powers Board does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the parties.
- H. Enter into agreements and non-binding memoranda of understanding between the Commission and the Prairie Island Indian Community, Host Railroads including Canadian Pacific Railway, Burlington Northern Santa Fe Railway, Union Pacific Railway, and Amtrak in accordance with applicable law.
- I. Sue and be sued in its own name.
- J. Purchase such insurance in its own name as the Commission deems necessary.
- K. The Commission agrees to indemnify and defend any Party against any and all liability, costs, damages, and expenses sustained or incurred by the Party pursuant to this agreement. Furthermore, pursuant to Minnesota Statute 471.59 subd 1a., the Parties and each one of them hereby affirmatively declare that they will not be responsible for the acts or omissions of any other Party under this agreement.

All powers granted herein shall be exercised by the Commission in accordance with the legal requirements applicable to the regional railroad authorities.

ARTICLE 8.

OFFICERS, EMPLOYEES, AND SERVICES

A. Chair and Vice-Chair

The Commission shall elect a Chair and Vice-Chair from its membership at its first regular meeting each year. The Chair and Vice Chair shall consist of at least one Financial Party member. The Chair and Vice-Chair shall be elected by the Commission for a term of one (1) year. The Chair shall preside at all meetings of the Commission, may establish such committees as may be needed from time to time and shall perform other duties and functions as may be determined by the Commission. The Vice-Chair shall assume the duties of the Chair during the absence of the Chair and perform such other duties as may be determined by the Commission. If both the Chair and Vice-Chair are absent, the Commission may elect a temporary Chair to conduct its business, provided a quorum is present. Notwithstanding any other provision of this Agreement, election of a temporary chair shall be by a simple majority vote of the quorum.

B. Executive Committee

The Commission may establish an Executive Committee of the Commission consisting of one (1) representative of each Financial Party. The Executive Committee shall develop and make recommendations to the Commission regarding the ongoing responsibilities of the Commission, and shall have such other duties as set forth in the Commission's by-laws.

C. Staff

Each Party may provide staff support to the Commission, subject to the approval of the Commission.

D. Vacancies

If an appointment of any Member or alternate is vacated before the end of his or her term, the vacancy shall be filled by appointment by the appropriate Party pursuant to Articles 4 and 6 of this Agreement. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist.

E. Meetings

The Commission shall meet at regular intervals at such times and places as the Commission shall establish in its by-laws. Special meetings may be held on reasonable notice by the Chair or any two members upon terms and conditions as the Commission may determine and that conform to the Minnesota Open Meeting Law, Minn. Stat. § 13D.

F. Committees

The Commission may establish standing committees of the Commission by providing for such committees by resolution. The Chair may establish ad hoc committees of the Commission.

ARTICLE 9.

FUNDING

It is understood by the Parties that the activities and duties of the Commission are to be funded primarily by grant monies from the United States Government, the State of Minnesota or any other association or agency. Nevertheless, the Financial Parties identified in this Agreement agree to contribute funding, if necessary, to cooperatively analyze the feasibility, environmental impacts, engineering, construction, and operation of an integrated rail transportation system in the Minnesota High Speed Rail Corridor including passenger, high speed, commuter, and freight rail along with the associated land use and development impacts and administrative expenses of the Commission (to the extent not covered by grant funds) and other items deemed necessary to facilitate development of the Corridor. The Financial Parties agree that they will proportionately contribute funds, if necessary, to carry out the purposes and duties of the Commission

A. Funding Allocation

Funding responsibility shall be allocated among the Financial Parties for the purpose of analyzing the feasibility, environmental impacts, and engineering of an integrated rail transportation system in the Minnesota High Speed Rail Corridor as follows:

1. 50% of the annual operating budget of the Commission and any other funding requirements shall be allocated among the Financial Parties on the basis of each Financial Party's proportionate share of the total population of all Financial Parties.
2. 10% of the annual operating budget of the Commission and any other funding requirements shall be allocated among the Financial Parties on the basis of each Financial Party's proportionate share of Corridor Mileage for all Financial Parties.
3. 31% of the annual operating budget of the Commission and any other funding requirements shall be allocated for high speed rail or commuter stations planned to be located within a Financial Party's jurisdiction as follows:

- A. Ramsey County Regional Railroad Authority
 - a. High Speed Rail
 - i. Union Depot 8%
 - b. Commuter Rail
 - i. Lower Afton Road 3.5%

- B. Washington County Regional Railroad Authority
 - a. High Speed Rail
 - i. None 0%
 - b. Commuter Rail
 - i. Newport 3.5%
 - ii. Cottage Grove 3.5%
- C. Dakota County Regional Railroad Authority
 - a. High Speed Rail
 - i. None 0%
 - b. Commuter Rail
 - i. Hastings 3.5%
- D. Goodhue County Regional Railroad Authority
 - a. High Speed Rail
 - i. Red Wing 3.5%
 - b. Commuter Rail
 - i. None 0%
- E. Wabasha County Regional Railroad Authority
 - a. High Speed Rail
 - i. None 0%
 - b. Commuter Rail
 - i. None 0%
- F. Winona County Regional Railroad Authority
 - a. High Speed Rail
 - i. Winona 3.5%
 - b. Commuter Rail
 - i. None 0%
- G. Houston County Regional Railroad Authority
 - a. High Speed Rail
 - i. None 0%
 - b. Commuter Rail
 - i. None 0%
- H. Olmsted County Regional Railroad Authority
 - a. High Speed Rail
 - i. Rochester 3.5%
 - b. Commuter Rail
 - i. None 0%

4. 9% of the annual operating budget of the Commission and any other funding requirements shall be allocated among the Financial Parties equally.
5. If a prospective Financial Party fails to join the Commission, or a Financial Party withdraws from the Commission, such Financial Party's share of the funding obligations in this Article 9 shall be reallocated proportionately among the remaining Financial Parties. If the Financial Party that fails to join the Commission, or withdraws from the Commission has an allocation as described in Article 9 (3) the resulting percentage from this allocation shall be added to the percentage in Article 9 (4).
6. All percentages shall be rounded to the nearest .25%. If this rounding results in a total combined percentage from Article 9 (1), (2), (3), and (4) that is over 100% the overage shall be credited to one or more Financial Parties at the discretion of a majority vote of the Financial Parties.
7. Allocation of the share identified in Article 9 (1) shall, from the effective date of this agreement until December 31, 2011 (Initial Period) shall be based upon the 2001 population estimates by the Minnesota State Demographer. Beginning with the budget allocation for the year 2012 and every four years thereafter, the Commission shall update the population estimates and reallocate the financial share of each Financial Party. Each Financial Party shall pay its contributions to the Regional Railroad Authority acting as the fiscal agent of the Commission within 30 days of the Commission's approving a budget.

Prior to the completion of engineering work the Financial Parties shall reevaluate the funding responsibility allocation for the purpose of construction and operation of an integrated rail transportation system in the Minnesota High Speed Rail Corridor.

B. Annual Budget

For the calendar year next following the calendar year in which the Effective Date occurs and all subsequent years, the Commission shall establish and approve a budget. Each Financial Party shall be assessed for its proportionate share of the budget according to the schedule above. The Commission shall establish its first budget within 60 days of the commencement of the Commission.

C. Financial Parties Budget Approval

Adoption of the budget shall be in accordance with Article 5 of this Agreement.

D. Contribution Date

Except for any initial contribution required by this Agreement, assessments made under the provisions of this article shall be paid by each Financial Parties by January 15th of each year. The initial contribution shall be made within sixty (60) days of the adoption of the budget pursuant to Article 7 (A) hereof.

E. Budgeting, Accounting, Fiscal Agent, and Other Service

The Commission may contract with any Financial Party 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. Such services shall include, but not be limited to, management of all funds, including contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the member so selected shall apply to transactions of the Commission. Such member shall identify the staff person to work as a liaison with the Commission.

F. Accountability for Funds

All funds shall be accounted for according to generally acceptable accounting principles. A report on all receipts and disbursements shall be forwarded to the Commission on an annual basis. The Parties have the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established Commission funds shall be credited back to that same fund.

ARTICLE 10.

WITHDRAWAL AND TERMINATION

A. Withdrawal

Any Party may withdraw from this Agreement upon 90-days prior written notice evidenced by resolution of the party's governing body to the Commission. In the event of withdrawal by any member Party, this Agreement shall remain in full force and effect as to all remaining Parties.

B. Effect of Withdrawal, Disposition of Property, Funds, and Obligations

A Party withdrawing from this Agreement shall, prior to such withdrawal, pay the full amount of any unpaid assessments to the Commission as defined in Article 8. A member Party withdrawing from this Agreement shall not receive a distribution of property or funds until such time as this Agreement is terminated by all Parties pursuant to this Article 10. Such disposition of property shall be in accordance with the provisions of Section D of this Article 10.

Any Party withdrawing shall be liable for any assessment in the year in which the withdrawal becomes final only for the period in such year that the member Party remains a Party. The Party's assessment shall not exceed the sum of one-twelfth (1/12th) the full assessment multiplied by the number of months or fractions thereof in the year during which the Party remains a Party to this Agreement.

C. Termination

This Agreement shall terminate upon the occurrence of any one of the following events:

- a. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
- b. When all the Financial Parties agree, by resolution adopted by the respective governing bodies, to terminate this Agreement and all obligations of the Commission shall have been paid or otherwise defeased in full.

D. Disposition of Property and Funds

At such time as this Agreement is terminated, any property interest remaining in the Commission, following discharge of all obligations owed by the Commission, shall be disposed of and the proceeds of the property shall be returned to the member Parties in proportion to their contribution over the life of the agreement.

E. Effect of Withdrawal of Financial Party on Budget

In the event a Financial Party withdraws, the unpaid assessment allocable to such Party in the year of withdrawal and subsequent years shall be reallocated to the remaining Financial Parties in proportion that the assessment allocations under Article 9(A) hereof bear to each other. Any reallocated assessments to the remaining Financial Parties due to the withdrawal of a Financial Party(ies) are due within sixty (60) days of the reallocation.

F. Effect of an Eligible Financial Party not joining on Budget

In the event a Financial Party chooses not to join the Agreement, the financial allocation allocable to such Financial Party in the year of their choosing not to join and subsequent years shall be reallocated to the remaining Financial Parties in proportion that the assessment allocations under Article 9(A) hereof bear to each other. Any reallocated assessments to the remaining Financial Parties due to the withdrawal of a Financial Party(ies) are due within sixty (60) days of the reallocation.

ARTICLE 11.

MISCELLANEOUS

A. Amendments

This Agreement may be amended by unanimous agreement of the member Parties as evidenced by resolutions adopted by the respective governing bodies.

B. Records, Accounts, and Reports

The Commission shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Commission shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5. The Commission, within one hundred twenty (120) days after the close of each fiscal year, which shall be January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the Parties.

C. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

D. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

E. Entire Agreement

This Agreement constitutes the entire agreement between the member Parties and supersedes all prior written or oral agreements relating to the Commission.

F. Alternate Dispute Resolution

In the event of a dispute arising under this Agreement, the member Parties and the Commission agree to attempt to resolve their dispute by following the process described below:

1. A member Party or Parties shall provide written notice to the Commission describing perceived conflict, positions, and underlying reasons.
2. The Commission shall provide written response to notice within seven (7) days of receipt of notice.
3. The Parties and Commission shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
4. At the first meeting, the neutral facilitator will assist the parties to the dispute in identifying the appropriate Parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
5. In developing the process, the parties will be guided by the following principles:
 - i. the Parties will attempt in good faith to reach a negotiated settlement;
 - ii. the Parties agree that there must be fair representation of the parties directly involved in the dispute;
 - iii. the Parties will use legal proceedings as a last resort; and
 - iv. in the event the Parties are unable to resolve the dispute, each party retains all rights, remedies, or defenses it had prior to entering the process.
6. The Parties will report to the Commission within 60-days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

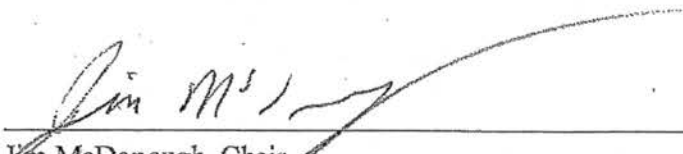
G. Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation shall be in State district court located within the County of Ramsey, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota. If any provision of this agreement is invalid, illegal, or unenforceable the remaining provisions will not be affected.

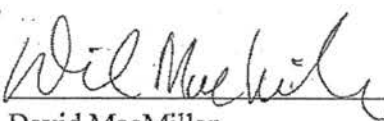
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the date written below.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

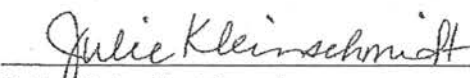
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY



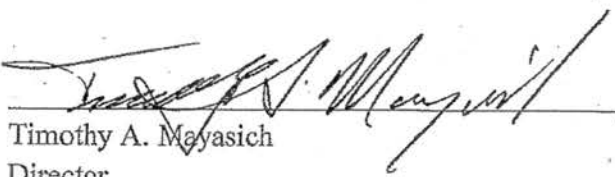
Jim McDonough, Chair Date



David MacMillan Date
Assistant County Attorney



Julie Kleinschmidt Date
County Administrator



Timothy A. Mayasich Date
Director

WASHINGTON COUNTY REGIONAL RAILROAD AUTHORITY

Myra Peterson 5/5/09
Myra Peterson, Chair Date

James R. Schug 5/5/09
James R. Schug Date
County Administrator

Approved as to form:

[Signature] 4/27/09
Assistant Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

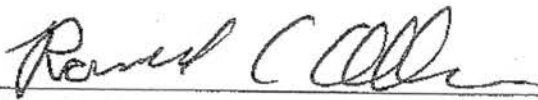
DAKOTA COUNTY REGIONAL RAILROAD AUTHORITY

Willis E. Branning 6/11/08
Willis E. Branning, Chair Date
County Board of Commissioners

Karen Schaffer 6/8/09
Assistant County Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

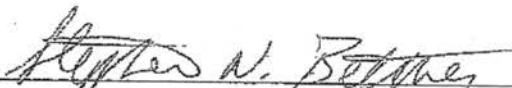
GOODHUE COUNTY REGIONAL RAILROAD AUTHORITY



Ronald Allen, Chair
Commissioner

6/2/09

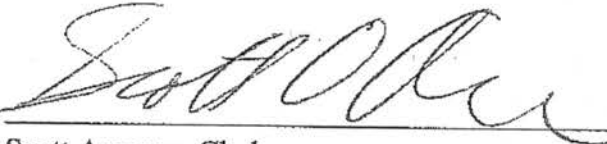
Date



Stephen N. Betcher,
County Attorney

6/2/09

Date



Scott Arneson, Clerk
County Administrator

6/2/09

Date

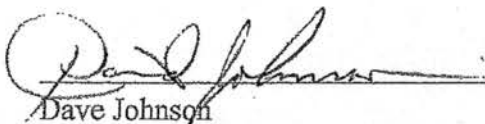
IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

Wabasha County Regional Rail Authority



Tom Dwelle
Regional Rail Board Chair

3/31/10
Date



Dave Johnson
County Administrator

3/31/10
Date

IN TESTIMONY WHEREOF, the parties have duly executed this agreement by their
duly authorized officers.

WINONA COUNTY REGIONAL RAILROAD AUTHORITY

BY: James G. Pomeroy

James G. Pomeroy, Chair

DATE: 5-12-09

ATTESTED BY: Greg D. Olson

Greg D. Olson, Secretary-Treasurer

DATE: 5-12-09

Approved as to form this 5th
day of May, 2009.

Curran & Melvin
Winona County Attorney

Approved as to execution this 12th
day of May, 2009.

Curran & Melvin
Winona County Attorney

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

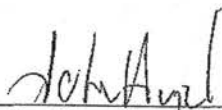
CITY OF SAINT PAUL

for Nancy P. Horners 5/18/2009
Mayor Date

P. W. Warner 5-18-09
City Attorney Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

**CITY OF ST. PAUL PARK,
County of Washington, Minnesota**



John Hunziker, Mayor
City of St. Paul Park

5/5/09
Date

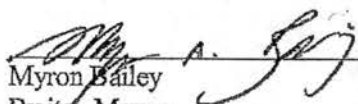


Kevin Walsh, City Administrator
City of St. Paul Park

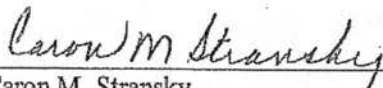
5/5/09
Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers,

CITY OF COTTAGE GROVE


Myron Bailey
By its: Mayor

5-8-09
Date

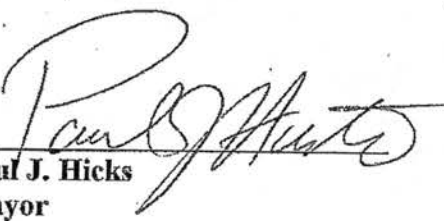

Caron M. Stransky
By its: City Clerk

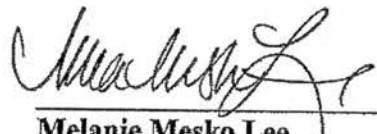
5-8-09
Date

**Joint Power Agreement
Establishing the
Minnesota High Speed Rail Commission**

-Signature Page-

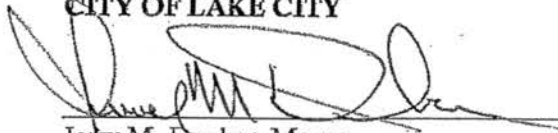
**Approved by the City of Hastings, City Council at its Meeting on Monday
May 18, 2009**


**Paul J. Hicks
Mayor**


**Melanie Mesko Lee
City Clerk**

-Seal-

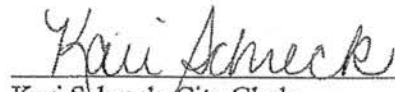
CITY OF LAKE CITY



Jerry M. Dunbar, Mayor

12/29/09

Date



Kari Schreck, City Clerk

12/29/09

Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

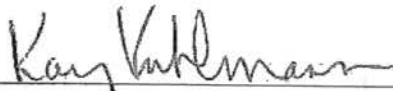
CITY OF RED WING



John S. Howe, Mayor

5/13/09

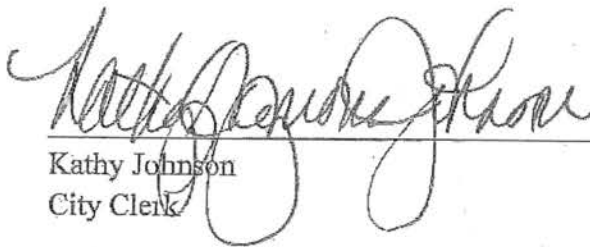
Date



Kay Kuhlmann
Council Administrator

5/13/09

Date



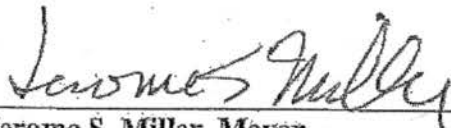
Kathy Johnson
City Clerk

5/13/09

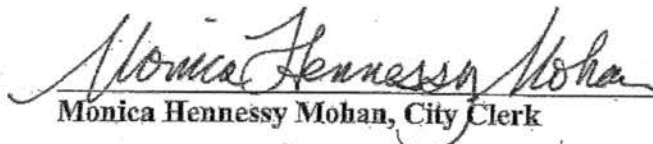
Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

CITY OF WINONA


Jerome S. Miller, Mayor

Date


Monica Hennessy Mohan, City Clerk

5/18/09
Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

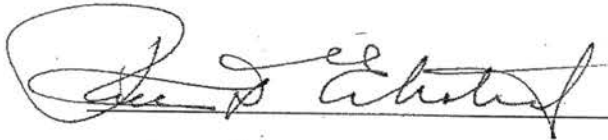
CITY OF WABASHA



John Meisch, Mayor
City of Wabasha

9/1/09

Date



City Attorney

9/1/09

Date

IN TESTIMONY WHEREOF, the parties hereto have duly executed this agreement by their duly authorized officers:

The City of Utica

By: James T. Ferguson 6.25.09
James Tate Ferguson, Mayor Date

By: Cynthia M. Timm 6/25/09
Cynthia Timm, Clerk Date

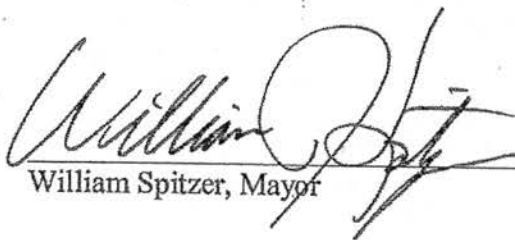
By: Wayne L. Schauble 6/24/09
Wayne L. Schauble, City Atty. Date

* James Ferguson will act as representative for the city of Utica.

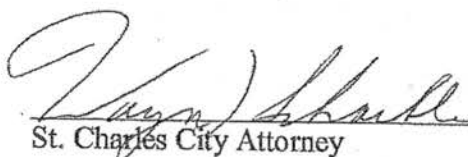
Steve Welscher will be alternate.

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

ST. CHARLES CITY COUNCIL


William Spitzer, Mayor

3/9/2010
Date


St. Charles City Attorney

3/12/2010
Date


Administrator

3/9/2010
Date

IN TESTIMONY WHEREOF the parties have duly executed this agreement by their duly authorized officers.

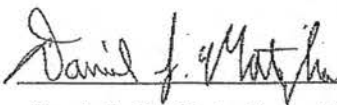
~~City~~ REGIONAL RAILROAD AUTHORITY



J.P. Weimerskirch, Mayor
City of Goodview City Council

5-18-09

Date



Daniel J. Matejka, Administrator

5-18-09

Date

ST. PAUL, MINNESOTA

RAMSEY COUNTY, MINNESOTA
Tuesday, February 16, 2016

The Ramsey County Regional Railroad Authority met in regular session at 9:21 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Ryan O'Connor, Acting County Manager, and Paul Zisla, Assistant County Attorney.

3. Minutes from February 9, 2016 are presented for approval

VOTING

Motion by: Janice Rettman

Second by: Blake Huffman

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. Agenda of February 16, 2016 is presented for approval

VOTING

Motion by: Toni Carter

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			

4. Lease Agreement with Main Line Cycle Center at Union Depot (Resolution R2016-09)

VOTING

Motion by: Mary Jo McGuire

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			

WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union Depot multi-modal transit and transportation hub to serve all transportation modes, including intercity passenger trains and bicycles, as well as events and office tenants; and

WHEREAS, Main Line Cycle Center operates the Lowertown Bike Shop and desires to lease space at Union Depot; and

WHEREAS, Main Line Cycle Center and Ramsey County Regional Railroad Authority have agreed upon a rental rate structure consistent with market rates for "C" class buildings and storage space in downtown St. Paul for space to support the retail and repair activities of the Lowertown Bike Shop; and

WHEREAS, The Ramsey County Regional Railroad Authority requests the Board's approval of a lease agreement with Main Line Cycle Center for a period of ten years from March 1, 2016 through February 28, 2026, in the amount of \$295,627; Now, Therefore, Be It

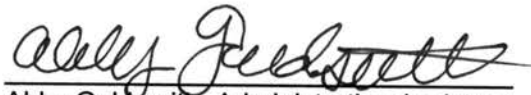
RESOLVED, The Ramsey County Regional Railroad Authority approves a ten year lease agreement for 9,366 square feet of space in Union Depot, 214 4th Street East, Saint Paul, Minnesota 55101, with Main Line Cycle Center, 253 4th Street East, Saint Paul, MN 55101, for the period of March 1, 2016 through February 28, 2026, at the rate of \$2,500 per month, with 2% annual increases, in the total amount of \$295,627; and, Be It Further

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

CORRIDOR UPDATES (Discussion can be found on archived video)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:33 am.



Abby Goldsmith, Administrative Assistant
Ramsey County Manager's Office

The Ramsey County Regional Railroad Authority met in regular session at 9:21 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Ryan O'Connor, Acting County Manager, and Paul Zisla, Assistant County Attorney.

3. Minutes from February 9, 2016 are presented for approval

VOTING

Motion by: Janice Rettman

Second by: Blake Huffman

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. Agenda of February 16, 2016 is presented for approval

VOTING

Motion by: Toni Carter

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			

4. Lease Agreement with Main Line Cycle Center at Union Depot (Resolution R2016-09)

VOTING

Motion by: Mary Jo McGuire

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			

WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union Depot multi-modal transit and transportation hub to serve all transportation modes, including intercity passenger trains and bicycles, as well as events and office tenants; and

WHEREAS, Main Line Cycle Center operates the Lowertown Bike Shop and desires to lease space at Union Depot; and

WHEREAS, Main Line Cycle Center and Ramsey County Regional Railroad Authority have agreed upon a rental rate structure consistent with market rates for "C" class buildings and storage space in downtown St. Paul for space to support the retail and repair activities of the Lowertown Bike Shop; and

WHEREAS, The Ramsey County Regional Railroad Authority requests the Board's approval of a lease agreement with Main Line Cycle Center for a period of ten years from March 1, 2016 through February 28, 2026, in the amount of \$295,627; Now, Therefore, Be It

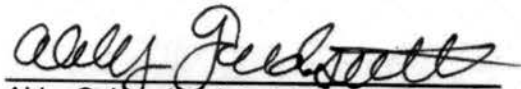
RESOLVED, The Ramsey County Regional Railroad Authority approves a ten year lease agreement for 9,366 square feet of space in Union Depot, 214 4th Street East, Saint Paul, Minnesota 55101, with Main Line Cycle Center, 253 4th Street East, Saint Paul, MN 55101, for the period of March 1, 2016 through February 28, 2026, at the rate of \$2,500 per month, with 2% annual increases, in the total amount of \$295,627; and, Be It Further

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

CORRIDOR UPDATES (Discussion can be found on archived video)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:33 am.


Abby Goldsmith, Administrative Assistant
Ramsey County Manager's Office

**Regional Railroad Authority Meeting
February 16, 2016 – ROLL CALL**

Call to Order: 9:21 AM

1. ATTENDANCE ROLL CALL

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

(This was taken last)

2. Agenda of February 16, 2016 is presented for approval

Moved: Carter

Seconded: Rettman

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

(This was taken after roll call)

3. Minutes from February 9, 2016 are presented for approval

Moved: Rettman

Seconded: Huffman

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

(This was taken after Minutes)

4. Lease Agreement with Main Line Cycle Center at Union Depot

Moved: McGuire

Seconded: Carter

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

CORRIDOR UPDATES

ADJOURNMENT

Meeting adjourned at 9:33 am.



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

REGIONAL RAILROAD AUTHORITY

Tuesday, February 16, 2016
Immediately following the County Board Meeting
Council Chambers – Third Floor Court House

1. **ROLL CALL**

2. **Agenda of February 16, 2016 is presented for approval**

Approve the agenda of February 16, 2016.

3. **Minutes from February 9, 2016 are presented for approval**

Approve the minutes from February 9, 2016.

4. **Lease Agreement with Main Line Cycle Center at Union Depot**

1. Approve a ten year lease agreement for 9,366 square feet of space in Union Depot, 214 East 4th Street, St. Paul, MN, 55101, with Main Line Cycle Center, 253 East 4th Street, St. Paul, MN 55101, for the period of March 1, 2016 through February 28, 2026, at the rate of \$2,500 per month, with 2% annual increases, in the total amount of \$295,627.
2. Authorize the Chair to execute the lease agreement.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-16

Committee: Regional Railroad Authority

Meeting Date: 2/16/2016

SUBJECT

Agenda of February 16, 2016 is presented for approval

REQUESTED ACTION

Approve the agenda of February 16, 2016.

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

Requesting Department: Regional Railroad Authority

R2016-17

Committee: Regional Railroad Authority

Meeting Date: 2/16/2016

SUBJECT: Minutes from February 9, 2016 are presented for approval

REQUESTED ACTION

Approve the minutes from February 9, 2016.

ATTACHMENTS

1. Draft Minutes

The Ramsey County Regional Railroad Authority met in regular session at 9:40 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Jeff Stephenson, Assistant County Attorney.

1. Agenda of February 9, 2016 is presented for approval

VOTING

Motion by: Toni Carter

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. Minutes from January 26, 2016 are presented for approval

VOTING

Motion by: Victoria Reinhardt

Second by: Jim McDonough

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. Riverview Corridor Presentation

For information and discussion only.

4. Partnership Agreement with the Minnesota Department of Transportation (Resolution R2016-07)

VOTING

Motion by: Janice Rettman

Second by: Toni Carter

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

WHEREAS, In July, 2015 the Minnesota Department of Transportation released the Evaluation of a Second Daily Intercity Passenger Rail Frequency between Minnesota and Chicago which analyzed the feasibility of adding an additional passenger rail round trip between Minnesota and Chicago and was done in cooperation with the Wisconsin Department of Transportation and Amtrak; and

WHEREAS, The Study concluded that adding an additional passenger rail round trip between Union Depot and Chicago in the current Empire Builder route was the most feasible to implement and recommended the preparation of an Environmental Assessment for the corridor to determine the need for capital improvements in track, rolling stock and facilities, to develop a service plan that fits with freight traffic, and to assess the environmental impacts and needed mitigation for the project; and

WHEREAS, A Work Scope for an Environmental Assessment was developed and shared with Wisconsin Department of Transportation, Ramsey County Regional Railroad Authority, and the Federal Railroad Administration; and

WHEREAS, The Federal Railroad Administration informed Minnesota Department of Transportation that the work scope better fit into two phases; Phase 1 includes the development of a purpose and need, train schedule refinements, identification of additional rail track capacity through Rail Traffic Controller (RTC) modeling, railroad coordination, capital cost estimates and conceptual engineering; and

WHEREAS, The cost to complete Phase 1 of the Environmental Assessment is estimated at \$600,000 which will be split equally between the state of Wisconsin and the state of Minnesota; and

WHEREAS, The Wisconsin Department of Transportation has secured \$300,000 for Phase 1 of the Environmental Assessment; however, the Minnesota Department of Transportation did not have matching funds available; and

WHEREAS, The Ramsey County Regional Railroad Authority in Resolution R2015-47 agreed to provide Minnesota's \$300,000 match to Wisconsin funds; and

WHEREAS, The Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Study – Phase 1 Partnership Agreement (Partnership Agreement) was developed to formalize transfer of funding as well as the work scope and roles and responsibilities for the Phase 1 Study between the Minnesota Department of Transportation and the Ramsey County Regional Railroad Authority; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Partnership Agreement with the Minnesota Department of Transportation, 395 John Ireland Boulevard, MS 215, St. Paul, MN 55155, to complete the Twin Cities – Milwaukee – Chicago Intercity Passenger Rail Study – Phase 1 for the period of February 9, 2016 through December 31, 2017, in an amount not to exceed \$300,000; And, Be It Further

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

5. **Joint Powers Agreement Amendment with Minnesota High Speed Rail Commission
(Resolution R2016-08)**

VOTING

Motion by: Janice Rettman

Second by: Blake Huffman

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 Minnesota High Speed Rail Commission is a joint powers board under the provisions of Minnesota Statutes Sections 471.59 and;

WHEREAS, The Minnesota High Speed Rail Commission is established by a Joint Powers Agreement by and between Ramsey County Regional Railroad Authority, Dakota County Regional Railroad Authority, Goodhue County Regional Railroad Authority, Wabasha County Regional Railroad Authority, Winona County Regional Railroad Authority, City of Cottage Grove, City of Goodview, City of Hastings, City of Lake City, City of Red Wing, City of Saint Charles, City of Saint Paul, City of Saint Paul Park, City of Utica, City of Wabasha, City of Winona; and

WHEREAS, The Minnesota High Speed Rail Commission is working to establish high-speed intercity passenger rail service between the Union Depot Multi-Modal Transportation Hub in Saint Paul and Chicago along the current Amtrak Empire Builder route in Minnesota which parallels the Mississippi River (the River Route); and

WHEREAS, The La Crosse Area Planning Committee is a Metropolitan Planning Organization, a federally mandated and federally funded transportation policy-making organization in the United States that is made up of representatives from local government and governmental transportation authorities; and

WHEREAS, The La Crosse Area Planning Committee is an ex officio member of the Minnesota High Speed Rail Commission and has expressed interest in joining the Minnesota High Speed Rail Commission as a Financial Party; and

WHEREAS, The Minnesota High Speed Rail Commission determined that it would be desirable for the La Crosse Area Planning Committee to join the Minnesota High Speed Rail Commission as a Financial Party, recognizing La Crosse Area Planning Committee's importance for the work of the Minnesota High Speed Rail Commission and to ensure that the public, business leaders and legislators in the La Crosse area are aware of the benefits of high-speed rail in the River Route and invited La Crosse Area Planning Committee to consider joining the Minnesota High Speed Rail Commission; and

WHEREAS, The La Crosse Area Planning Committee voted to join the Minnesota High Speed Rail Commission and participate as a Financial Party; and

WHEREAS, Amending the Joint Powers Agreement will enable the La Crosse Area Planning Committee to join the Minnesota High Speed Rail Commission as a Financial Party; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the amendment to the Joint Powers Agreement with Minnesota High Speed Rail Commission to include La Crosse Area Planning Committee as a Financial Party of the Minnesota High Speed Rail Commission.

CORRIDOR UPDATES (Discussion can be found on archived video)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:18 am.

Sandra Jacobson
Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-14

Committee: Regional Railroad Authority

Meeting Date: 2/16/2016

SUBJECT

Lease Agreement with Main Line Cycle Center at Union Depot

REQUESTED ACTION

1. Approve a ten year lease agreement for 9,366 square feet of space in Union Depot, 214 East 4th Street, St. Paul, MN, 55101, with Main Line Cycle Center, 253 East 4th Street, St. Paul, MN 55101, for the period of March 1, 2016 through February 28, 2026, at the rate of \$2,500 per month, with 2% annual increases, in the total amount of \$295,627.
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 space, space for a bike center, and space for passengers and providers of transportation services. Main Line Cycle Center wishes to lease space at Union Depot starting March 1, 2016 for their Lowertown Bike Shop. The opening of their bike shop completes the vision for the multi-modal transit and transportation hub at Union Depot.

A ten year lease agreement has been negotiated to provide 9,366 square feet of space for the bike shop repair and retail operations including a secure bicycle storage area open to patrons twenty four hours a day (Suites 20 through 50 and Suite 160), related retail/repair storage (Lower Level 1 parking area) and an additional 580 square feet of license area for deliveries and patron seating. The term begins as of March 1, 2016. The monthly base rent effective February 1, 2017 is \$2,500.00 and escalates 2% each year. The rate structure is consistent with market rates for class "C" and storage space in downtown St. Paul. RCRRA will complete work in the space at an estimated cost of \$78,000. The lease agreement allows Main Line Cycle Center to take possession and complete tenant improvements, including painting, fixture installation and installation of communications cabling and equipment, as well as operate for a period without a rent payment. The anticipated opening of the bicycle shop is May 1, 2016. The lease agreement termination date is February 28, 2026.

BUDGETARY IMPACT

The lease agreement with Main Line Cycle Center will generate rental income in the amount of \$2,500.00 per month effective February 2017. Rent will escalate 2% each year thereafter through the ten year term. Rental income over the term will be \$295,627.

Lease Agreement with Main Line Cycle Center at Union Depot

Revenue related to this lease agreement has been included in the RCRRA 2017 Union Depot operating budget. RCRRA will complete work in the space in an estimated amount of \$78,000. Expenditures for this work are included in the RCRRA 2016 Union Depot operating budget.

COUNTY MANAGER COMMENTS

Approval of the lease agreement with Main Line Cycle Center will enable Main Line Cycle Center to establish the Lowertown Bike Shop at Union Depot adding bikes as another mode to this multi-modal transportation hub and contributing to increased traffic through their retail and repair activities.

RCRRA approval is required for the execution of the lease agreement with Main Line Cycle Center.

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 transit and transportation hub to serve all transportation modes, including intercity passenger trains and bicycles, as well as events and office tenants; and

WHEREAS, Main Line Cycle Center operates the Lowertown Bike Shop and desires to lease space at Union Depot; and

WHEREAS, Main Line Cycle Center and Ramsey County Regional Railroad Authority have agreed upon a rental rate structure consistent with market rates for "C" class buildings and storage space in downtown St. Paul for space to support the retail and repair activities of the Lowertown Bike Shop; and

WHEREAS, The Ramsey County Regional Railroad Authority requests the Board's approval of a lease agreement with Main Line Cycle Center for a period of ten years from March 1, 2016 through February 28, 2026, in the amount of \$295,627; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a ten year lease agreement for 9,366 square feet of space in Union Depot, 214 4th Street East, Saint Paul, Minnesota 55101, with Main Line Cycle Center, 253 4th Street East, Saint Paul, MN 55101, for the period of March 1, 2016 through February 28, 2026, at the rate of \$2,500 per month, with 2% annual increases, in the total amount of \$295,627; and, Be It Further

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

LEASE AGREEMENT

UNION DEPOT

SAINT PAUL, MN

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY,

AS LANDLORD

AND

MAIN LINE CYCLE CENTER

AS TENANT

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LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of _____, 2016 ("Lease Date") 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 Main Line Cycle Center, a Minnesota nonprofit corporation ("Tenant").

RECITALS:

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

DATA SHEET

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

- (a) "Union Depot": The multi-modal transit and transportation hub, including the Building and the Property, and all other improvements thereon, commonly known as Union Depot and 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 Suites 20 through 50 and Suite 160, Union Depot, 214 4th Street East, Saint Paul, MN 55101. Tenant shall also have the right to use two areas of space located in the parking garage of the Common Areas as shown on attached Exhibit B for use for of bicycles and related material storage (the two storage areas are together, the "Storage License Area"). The Premises and the Storage License Area in total consist of 9,366 net leasable square feet. In addition, Tenant shall also have the right to use 213 square feet of space located in the parking garage of the Common Areas as shown on attached Exhibit B for a drop off area for bicycles and related parking ("Drop-Off License Area") and the 367.5 square feet area in the "Head House" of Union Depot as shown on attached Exhibit B that is a patio (the "Patio") adjacent to the carriageway for a seating area (tables and chairs) for use by Tenant's patrons (the "Patio License Area").
- (e) "Common Areas": The common areas and common facilities in Union Depot including hallways, public bathrooms, loading docks, common entrances, lobbies, other public portions of the Building, and as further provided in Section 4 below.
- (f) "Additional Rent": In addition to the Base Rent payable by Tenant under the terms and conditions of Section 3 of this Lease, Tenant shall pay to Landlord Additional Rent as provided in Section 3 of this Lease or as otherwise provided in this Lease.
- (g) "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.

"Base Rent": The amounts due from Tenant to Landlord in consideration of the Lease of the Premises as provided in Section 1 of this Lease, as follows:

	Monthly Base Rent (Each calendar month)	Base Rent (per period)
3/1/16 to 1/31/17:	\$0.00	\$0.00
2/1/17 to 1/31/18:	\$2,500.00	\$30,000.00
2/1/18 to 1/31/19:	\$2,550.00	\$30,600.00
2/1/19 to 1/31/20:	\$2,601.00	\$31,212.00
2/1/20 to 1/31/21:	\$2,653.02	\$31,836.24
2/1/21 to 1/31/22:	\$2,706.08	\$32,472.96
2/1/22 to 1/31/23:	\$2,760.20	\$33,122.42
2/1/23 to 1/31/24:	\$2,815.41	\$33,784.87
2/1/24 to 1/31/25:	\$2,871.71	\$34,460.57
2/1/25 to 1/31/26:	\$2,929.15	\$35,149.78
2/1/26 to 2/28/26:	\$2,987.73	\$2,987.73

- (h) "Commencement Date": March 1, 2016 and as further provided in Section 2.2 of this Lease.
- (i) "Landlords' Work": The improvements to the Premises to modify the Premises for Tenant's Use as provided in Section 2 below.
- (j) "Lease Year": Each twelve month period of the Term, except the first Lease Year which shall be adjusted as provided in Section 2.2 below.
- (k) "Termination Date": February 28, 2026, except as adjusted as provided in Section 2.2 below of this Lease.
- (l) "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 - Rules and Regulations
 - Exhibit D - Tenant's Work
 - Exhibit E - Form of Ratification Agreement
- (m) "Term": The term of this Lease is ten (10) years ("Term" or "Lease Term").
- (n) Tenant's Address for Notice:
 - Union Depot, Suite 160
 - 214 4th Street East
 - St. Paul, MN 55101
 - Attn: Manager
- (o) Landlord's Address for Notice:

Ramsey County Regional Railroad Authority
Union Depot, Suite 200

214 4th Street East
St. Paul, MN 55101
Attn: Director

(p) 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

(q) "Tenant's Use": Tenant shall use the Premises for a full service bike shop to include the following, as further described in Section 9 below: twenty four hour a day, 365 days a year (plus February 29 in leap years) secure bicycle storage for individual use, which shall be accessible by the individuals; lockers, restrooms and showers (available to bicycle users); facilities and equipment for repair of bicycles by the bike owner/user; full service bicycle repair shop; bicycle rentals; retail sale of bicycle equipment, clothing and related merchandise; activities and events consistent with a bicycle/recreation facility and use. The Tenant shall use the License Areas as provided in Sections 1.1. and 6.2 below.

(r) "Construction Deposit": None.

(s) "Rent Commencement Date": February 1, 2017 except as adjusted as provided in Section 2 below.

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. Tenant shall also have the right to use the Storage License Area for storing bicycles to be repaired or having been repaired by Tenant and related materials, the Drop-Off License Area for parking, delivery, drop-off and pick-up of bicycles and related materials by Tenant for Tenants' business, and the Patio License Area as a seating area for Tenant's customers and patrons and in the manner as provided in Section 6.2 below. The initial Rules and Regulations of Landlord are attached to this Lease as Exhibit C. The Premises includes a secure bike storage area accessible for use by individuals as further referred to in Sections 2.2 and 6.1 ("Secure Bike Storage Area")

1.2 Term. The Term (or Lease Term) of this Lease shall be as set forth above in the Data Sheet, commencing on the Commencement Date set forth above, and shall terminate and expire on the date set forth in the Data Sheet as the Termination Date, except as the Commencement Date or the Termination Date may be modified as provided in Section 2 below, and except if this Lease is sooner terminated as provided in Section 16 below or otherwise.

SECTION 2 - POSSESSION/CONSTRUCTION

2.1 Acceptance of the Premises. Except for the Landlord's Work as provided in Section 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/Existing Bike Storage Agreements. Except as otherwise provided in this Section 2, Landlord shall deliver possession of the Premises on or before the date specified above in the Data Sheet as the Commencement Date. Landlord has entered into individual bike storage agreements for use of the bike storage area within the Premises. Upon delivery of possession of the Premises, Landlord will assign Landlord's interest in the agreements to Tenant and deliver written notice of the assignment to individual users under the agreements, which assignment shall include the right to receive the payment of the "Fee" (as defined in the agreements) to be made by the licensees thereunder, except that Landlord shall retain ownership of, and maintenance responsibility for, the storage racks in the Secure Bike Storage Area and Landlord will provide access cards to the licensees under the bike storage agreements and be responsible for activating and deactivating the access cards. Tenant shall cooperate fully with Landlord in providing information regarding the licensees and the bike storage agreements, which shall be in a form as approved by Landlord, to enable Landlord to provide the access cards, to activate and deactivate the cards and otherwise monitor their use. Except as may be expressly provided in the Lease, Tenant shall be responsible for the use and operation of the Secure Bike Storage Area. After-hours access to the Secure Bike Storage Area in the Premises shall be subject to user security requirements and procedures as determined by Landlord and Tenant from time to time and also in accordance with the Rules and Regulations. The Term shall commence upon delivery of possession. Delivery of possession of the Premises prior to such Commencement Date shall not affect the Termination Date of this Lease. Failure of Landlord to deliver possession of the Premises by the date provided above for the Commencement Date due to any cause beyond Landlord's control, or time required for construction, delays due to material shortages, strikes, or force majeure, (as provided in Section 26.7 below of this Lease) shall automatically postpone the date of commencement of the Term and shall extend the Termination Date by periods equal to those which shall have elapsed between and including the date specified above for commencement of the Term and the date on which possession of the Premises is delivered to Tenant. Should the commencement of the Rent obligations of Tenant under this Lease occur for any reason on a day other than the first day of a calendar month, then in that event solely for the purposes of computing the Term of this Lease, the Commencement Date of the Term shall become and be the first day of the first full calendar month following the date when Tenant's rental obligation commences, or the first day of the first full calendar month following the Commencement Date set out above in the Data Sheet (if such is other than the first date of a calendar month), whichever date is later, and the Termination Date shall be adjusted accordingly; provided however, that the Termination Date shall be the last day of a calendar month, which date shall in no event be earlier than the Termination Date set out in the Data Sheet. Occupancy by Tenant prior to the beginning of the Term shall in all respects be the same as that of a tenant under this Lease, except that the Commencement Date for the payment of Base Rent (the "Rent Commencement Date") shall be the date specified above in the Data Sheet as the Rent Commencement Date. The first Lease Year of the Term shall commence the date of delivery of Possession, except that regardless of the date of delivery of possession the first Lease Year shall expire January 31, 2017. If Landlord shall be delayed in delivery of the Premises to Tenant due to any delay caused by Tenant, or a party employed by Tenant or the agent of Tenant, then in such case the Rent shall be accelerated by the number of days of such delay, and the Rent shall commence the same as if occupancy had been taken by Tenant. Prior to the commencement of the Term, Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left on the Premises. By occupying the Premises as a Tenant, or to install fixtures, facilities or equipment, or to perform finishing work, Tenant shall be conclusively deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this Lease. Landlord will complete the following Tenant Improvements to prepare the Premises for occupancy and use by Tenant (the "Landlord's Work"): enclose the License Area with fence/gates; create access from Suite 50 to Suites 20-40; install a ramp in Suite 20-40 to access Suite 50, install an access door, stairs, and small tire width bike ramp from Suite 20-40 to the lower level 1 parking ramp; install a small, tire width, bike ramp next to existing stairs from Suite 50 to the lower

level 1 parking ramp; replace ceiling tile in Suite 50 with a mutually agreed replacement tile; install a scissor gate in Suite 50 that serves Tenant's needs; remove carpet in Suite 160 and seal the cement floor; secure the two doors between Suite 160 and Suite 110; re-install radiator cover and marble lintel over door in Suite 160; construct a door in the doorway between Suite 160 open area and storage area; repair or install drop ceiling (north half) in Suite 160 provide 220 amp electrical service to Suite 50 and create an operable bike shower in the existing janitor's closet within Suite 50 by installing a floor drain and a hot and cold water supply and waterproof the walls. Landlord will complete the Landlord's Work no later than the Commencement Date.

2.3 Occupancy to Complete Tenant Work. Upon taking occupancy of the Premises, Tenant shall, at Tenant's sole cost and expense, complete the finishing work described on attached Exhibit D to prepare the Premises for Tenants Use (the "Tenant's Work"). Tenant's Work shall be completed in the manner required by and in accordance with the terms and conditions stated in Section 9.2 of this Lease that apply to the "Work" as defined in that Section and subject to all of the terms and conditions of Section 9.2 and elsewhere in this Lease. The Work shall also include the installation of any telecommunications and data lines and wiring necessary for Tenant's business and furnishing of the Premises (including installation of bike storage racks in the License Area). Tenant shall have the right to install within the Premises telecommunications and data equipment, lines and wiring for Tenant's business at the Premises ("IT Materials") as Tenant may reasonably determine provided that Tenant shall install the IT Materials at Tenant's sole cost and expense and subject to Landlord's consent, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant's Work and business opening shall be completed within 90 days of Landlord delivering possession of the Premises to the Tenant.

2.4 Early Access. If desired by Tenant, Landlord will allow Tenant access to the Premises upon the Lease Date set forth in the caption of this Lease to enable Tenant to inspect and plan Tenant's Work, provided, however that Tenant shall not interfere with the completion of Landlord Work, and shall promptly repair any damages to the Premises 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 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 E ("Ratification Agreement").

SECTION 3 - RENT

3.1 Base Rent. In consideration of the leasing of the Premises, Tenant agrees to pay to Landlord without setoff, deduction or demand, unless specifically provided for herein, at the address set forth in the Data Sheet, or at such other place as Landlord from time to time may designate in writing, Base Rent as set forth in the Data Sheet, on the Rent 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 or cause to be paid in accordance with the terms and conditions of this Lease as Additional Rent any other amounts that may become due from Tenant to Landlord in accordance with this Lease.

3.3 Tenant's Taxes. Tenant shall pay, prior to delinquency, all real and personal property taxes assessed or levied upon its occupancy of the Premises, or upon the trade fixtures, furnishings, equipment and all other personal property of Tenant located in the Premises or upon Union Depot, including the License Area, and when possible, Tenant shall cause such trade fixtures, furnishings, 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, or Tenant's occupancy of the

Premises, shall be assessed and taxed with the property of Landlord, Tenant shall within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's occupancy of the Premises, trade fixtures, furnishings, equipment or other personal property, pay to Landlord the amount set forth in the notice as Tenant's Taxes.

3.4 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. Tenant's covenants to pay the Base Rent and the Additional Rent are independent of any other covenant, condition, provision or agreement herein contained.

3.5 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 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 ten (10) days when due and payable pursuant to this Lease, a late charge shall be imposed in the amount of \$100.00 and shall be reassessed with respect to each such amount due that is not paid within ten (10) days of the due date. The provisions of this Section 3.12 shall not relieve Tenant of the obligation to timely pay Rent or any amount due on or before the date due, nor any of Landlord's remedies under this Lease, including but not limited to, as provided in Section 16 below.

SECTION 4 - TAXES

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, except as provided in Section 3.3 above for the taxes assessed with respect to Tenant's use and occupancy of the Premises as leased public property, which is otherwise exempt from ad valorem real estate taxes, and also except for rental taxes (if any) on taxes levied during the term hereof upon the rentals from the Premises, which shall be paid by Tenant.

SECTION 5 - COMMON AREAS AND USE OF UNION DEPOT

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

5.2 Use of the Common Areas. Landlord grants to Tenant, its employees, customers, and invitees, the non-exclusive right during the Term of this Lease to use the Common Areas (including the Carriageway drop off zone) from time to time constructed, such use to be common with the Permitted Users (provided, however, that use of the structural elements of Union Depot is reserved to Landlord); and subject to such rules and regulations as may time to time be made by Landlord for the safety, comfort and convenience of the Permitted Users, and as consistent with the use of Union Depot as a mixed use, multi-modal transportation facility, as determined by Landlord (the "Rules and Regulations"). Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their employees, customers, and invitees, to use any part of the Common Areas. Bicycles are allowed to be walked through the Common Areas. The initial Rules and Regulations are attached to this Lease as Exhibit C. The right of Tenant to use the License Areas shall not be construed to cause the License Areas to become part of the Premises and Landlord shall retain all rights to control, manage, alter and otherwise operate the Common Areas in Landlord's sole discretion provided that Landlord does not materially impair Tenant's use of the Premises and License Areas as provided herein.

5.3 Landlord to Manage and Operate the Common Areas and Union Depot. Landlord agrees to manage, operate and maintain all Common Areas. The manner in which such areas and facilities shall be maintained and the expenditures therefore shall be at the sole discretion of Landlord, who shall have the right to adopt and promulgate reasonable nondiscriminatory rules and regulations, from time to time, for use of the Common Areas and Union Depot, including the right to designate parking areas for the use of employees of tenants of Union Depot and to restrict such employees from parking areas designated exclusively for customers or the general public. Upon reasonable request by Landlord, Tenant shall furnish a complete list of the names of the Tenant's employees at the Premises who have automobiles and of the license numbers of their automobiles and the license numbers of all motor vehicles operated by Tenant. If any employee of Tenant parks his or her motor vehicle in an area that is designated exclusively for customers or the general public, Landlord may tow that vehicle off the Union Depot, and all costs incurred by Landlord in towing and/or storing the vehicle shall be paid by Tenant to Landlord within 30 days after written notice from Landlord. Landlord shall have the right to use portions of the Common Areas for the purpose of displays, promotions, programs, or other uses which may be of interest to all or part of the general public, and as Landlord determines portions thereof may be used at Landlord's discretion for events open to the public, private receptions and other similar activities. Landlord shall have the right to close portions of the Common Areas from time to time for repairs, to prevent accruing of public rights therein, and for any other legitimate purpose, but shall not materially impair Tenant's access to the Premises for use for Tenant's Use. 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 or any of Union Depot.

SECTION 6 - USE

6.1 Use. The Premises may be used primarily for a full service bike shop offering twenty four hour a day, 365 days a year (plus February 29 in leap years) secure bicycle storage for individual use, which shall be accessible by the individuals (the Secure Bike Storage Area); lockers, restrooms and showers (available to bicycle users); facilities and equipment for repair of bicycles by the bike owner/user; full service bicycle repair shop; bicycle rentals; retail sale of bicycle equipment, clothing and related merchandise; activities, classes, programs and events consistent with a bicycle/recreation facility and use and for no other use. Tenant agrees to occupy the Premises upon the Commencement Date of the Term and thereafter to continuously operate the entire Premises for Tenant's Use during the Term of this Lease unless prevented from doing so by damage to the Premises, or other similar cause beyond Tenant's control, and to conduct its business at all times in good faith,

in a high-grade and reputable manner. Tenant shall promptly comply with all laws, ordinances and regulations affecting the Premises or Tenant's business therein, plus insurance company requirements affecting the cleanliness, safety, use and occupation of the Premises, and including (i) the Americans With Disabilities Act (ADA) (except that Tenant shall not be responsible for the Premises as of the date of taking possession being in compliance with the ADA as it exists as of the date Tenant takes possession (ii) all laws, ordinances, and regulations pertaining to the generation, use, storage, removal, and disposal of hazardous substances, and (iii) shall not use or have any hazardous substances on or about the Premises other than as incidental and is customary in Tenant's Use. Landlord disclaims any warranty that the Premises or Union Depot are suitable for Tenant's Use or that the Union Depot Use is consistent or compatible with Tenant's Use. Tenant's use of the Premises shall be subject to the reasonable rules and regulations of Landlord as established from time to time including the initial Rules and Regulations attached hereto, provided that if modifications of the Rules and Regulations result in a material conflict with the terms and conditions expressly set forth in this Lease, or materially impair or interfere with Tenant's use of the Premises and its rights and obligations under, this Lease, (including the attached Rules and Regulations), this Lease and the attached Rules and Regulations shall control.

6.2 License Areas. Tenant shall use the Drop-Off License Area only for the delivery, drop-off and pick-up of bicycles repaired or to be repaired by Tenant or otherwise included in Tenants' business and related parking, including overnight parking of Tenant's delivery vehicle (which must conform to the vehicle size standards of Landlord for the Lower Level parking area of Union Depot), the Patio License Area only as a seating area for Tenant's customers and patrons and the Storage License Area only as an area to store bicycles and bicycle parts and supplies for use in Tenant's business. Fixtures shall not be affixed to Union Depot without the pre-approval of Landlord, including the placement any trade fixtures, furniture or equipment on any of the License Areas. Tenant shall be responsible for the operation and insurance of the License Area as though a portion of the Premises. Tenant may, following review approval by Landlord place temporary signs upon any of the License Areas stating that the License Area is for the exclusive use of Tenant, and shall keep each of the License Areas neat and clean and in sanitary and orderly condition. Tenant's use of the License Areas shall be subject to the requirements of this Lease, including the reasonable rules and regulations of Landlord for the use of the Common Areas, provided that Tenant's use of the License Areas as provided in this Section 6.2 is not materially impaired.

6.3 Prohibited Uses. Except ordinary operations of Tenant's Use, which shall be subject to the reasonable rules and regulation of Landlord, 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; except for Suites 20 - 50 where noise and odors consistent with bicycle shop operations are allowed, create, maintain or permit a nuisance thereon; do any act tending to injure the reputation of Union Depot; place or permit any radio, television, loud speaker or sound amplifier, or other devices similar to any of the foregoing outside of the Premises or at any place where the same may be seen or heard outside of the Premises; except for the Drop-Off License Area, use or permit to be used entrances to Union Depot for delivery or pick-up of merchandise or supplies to or from the Premises; or permit trucks or other delivery vehicles while being used for any such purpose to be parked at any place within Union Depot except the loading dock of Union Depot and the Drop-Off License Area.

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

6.5 Hours of Operation. The Secure Bike Storage Area for customer use, which is located in the Premises, shall be accessible to users at all times. The remainder of the Premises shall be open for business during the following hours unless Tenant elects to be open additional hours: Tuesday through Friday 1:00 p.m.

through 9:00 p.m., Saturday 10:00 a.m. through 6:00 p.m. and closed December 24 through January 1 of the following year, Memorial Day, July 4, Labor Day and Thanksgiving Day, ("Operating Hours").

6.6 Radius. Tenant shall not place another shop or store of like or similar use to Tenant's Use, within one (1) mile of Union Depot.

SECTION 7 – UTILITIES AND SERVICES

7.1 Tenant's Obligations. Tenant shall not install any utility services in any of the License Areas and may only connect the License Areas to electrical or other services provided in the Premises upon the approval of Landlord at Landlord's sole discretion. Tenant shall be responsible for and shall pay for any data and telecommunications services Tenant obtains directly from the provider Tenant shall, at Tenant's sole expense, complete the janitorial work at the Premises and shall keep the Premises and the License Areas in a good, clean, sanitary and orderly condition and shall also remove trash, recycling, compost, grease and debris from the Premises and the License Areas to the area designated by Landlord.

7.2 Landlord's Services. Landlord will provide electric, gas, water, and sewer utilities and services to the Premises, and any provided to the License Area commencing upon the date that Landlord first delivers possession of the Premises to Tenant and continuing thereafter until the expiration of the Term of this Lease. Except as required of Tenant in Section 7.1 above, Landlord will provide janitorial, trash and recycling services in Union Depot, and once daily for the one restroom and one shower room in Suite 50 that are to be open 24 hours a day for use in connection with the Secure Bike Storage Area (including supplies), at Landlord's expense. Landlord 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 normal business hours (the Operating Hours) as defined in 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 and the Use of the Premises. Landlord will provide an outdoor waste collection site with space designated for use by Tenant and Tenant shall remove trash, recycling, compost and grease from the Premises and the License Area and place it in the designated receptacle at the location established by Landlord for pick-up by Landlord's service providers at Landlord's expense.

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 or the License Area 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 within the Premises, except that Tenant shall be responsible for the cost of any repair needed due to misuse by Tenant. Landlord shall, at all times, have access to the items, and may enter upon the Premises for the purpose of repair and maintenance as provided in this Section 8.2. Tenant shall pay the costs and expenses necessary to maintain, repair and replace all data and telecommunication lines exclusively serving the Premises, including all data and telecommunications lines serving and within the Premises. Tenant shall not alter any of the HVAC, plumbing or electrical system within the Premises without Landlord's prior written consent.

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 Sections 8.1 and 8.2 above. Tenant shall keep the Premises in a neat and sanitary condition and shall not commit any nuisance or waste on the Premises or in, on, or about Union Depot, throw foreign substances in the plumbing facilities, or waste any of the utilities furnished by the Landlord. All uninsured damage or injury to Union Depot caused by Tenant moving furniture, fixtures, equipment, or other devices in or out of the Premises or Union Depot or by installation or removal of furniture, fixtures, equipment, devices or other property of Tenant, its agents, contractors, or employees, due to carelessness, omission, neglect, improper conduct, or other cause of Tenant, its employees, agents, visitors, or licensees, shall be repaired, restored and replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord, or if Tenant following reasonable notice by Landlord fails to timely complete the repair, restoration or replacement to 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 permit no waste or damage to the Premises or the License Area.

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

SECTION 9 – TRADE FIXTURES, ALTERATIONS, SIGNS, NAME

9.1 Trade Fixtures. Tenant, at its own expense shall purchase, install and maintain in good condition its trade fixtures and if Tenant is not in default, remove the trade fixtures upon the termination of this Lease unless otherwise agreed to by Landlord.

9.2 Alterations. Subject to and except as provided in Section 2 above of this Lease with respect to the work described and as provided for therein, Tenant shall not make any improvements, alterations, additions or installations in or to the Premises without Landlord's prior written consent. Along with any request for Landlord's consent to, and before commencement of, any such work, (the "Work", which term includes the Tenant's Work as defined in Section 2) and before commencement of or delivery to Union Depot of any materials to be used in the Work, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and except when Landlord, its agent or affiliate is the contractor, an indemnification in such form and amount as may be reasonably satisfactory to Landlord. Tenant agrees to defend and hold Landlord harmless from any and all claims and liabilities of any kind and description that may arise out of or be connected in any way with any such Work to the Premises by Tenant. All Work done by Tenant, its agents, employees, or contractors shall be done in such a manner as to avoid labor disputes. Tenant shall pay the cost of all such Work, and also the cost of painting, restoring, or repairing the Premises and the Union Depot occasioned by such Work. Upon completion of the Work, Tenant shall furnish Landlord with contractor's sworn affidavits and full and final waivers of liens, or receipted bills covering all labor and materials expended and used. The Work shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all governmental authorities and shall be constructed in a good and workmanlike manner. Tenant shall permit Landlord to inspect construction operations in connection with the Work. Tenant shall not be allowed, without Landlord's reasonable approval, to perform such Work if such action results or would result in a labor dispute or otherwise would materially interfere with Landlord's operation of Union Depot, or the use of Union Depot by any authorized user, unless such interference is specifically approved by Landlord in each instance. Tenant shall promptly pay all contractors and materialmen so as to avoid the possibility of a lien attaching to the Premises. In the event any such lien is filed or notice thereof given to Tenant, Tenant shall, within twenty-four (24) hours of filing of notice, receipt of the lien or notice thereof, give Landlord notice of such lien and Tenant shall, within ten (10) days after the earlier of receiving notice of the lien or the filing of the lien, discharge such lien by payment of the amount due or by providing security guarantying payment the amount due the claimant and in such form and amount as Landlord determines is sufficient in Landlord's

sole discretion. Landlord may, at its option, require Tenant to demonstrate its ability to pay for the Work, or require Tenant to furnish such bonds or other security satisfaction of such Work free and clear of all mechanic's and materialmen's liens. Landlord shall have the right to post the Premises in accordance with Minn. Stat. §514.06. Nothing in this Lease shall be construed as consent on the part of the Landlord so as to subject the Landlord's estate in the Premises, or any of Union Depot to any lien or liability under the lien laws of the State of Minnesota.

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

9.4 Signs. Landlord will provide a suite number sign at the Premises consistent in size and design with Landlord's sign plan for Union Depot and shall identify Tenant on the tenant electronic directories at Union Depot at Landlord's expense. Landlord will identify Tenant on monument and building interior/exterior signage in accordance with Landlord's approved sign plan. 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, including sandwich boards, without Landlord's prior written consent and in compliance with applicable codes and regulations. 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.

9.5 Business Name. Tenant agrees not to change the advertised name of the place of business operated in the Premises, which name shall be Lowertown Bike Shop, without prior written consent of Landlord, which consent shall not be unreasonably withheld.

SECTION 10 - RELEASES AND INDEMNITY

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

10.2 Tenant's Waiver. Tenant agrees, to the extent not expressly prohibited by law, that Landlord, its officials, employees and agents shall not be liable and Tenant waives all claims for damage to property and business sustained during the Term of this Lease by Tenant occurring in or about Union Depot, resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Premises, Union Depot, or any part thereof, or from equipment or appurtenances becoming out of repair or from accident, or from any

occurrence or act or omission of Landlord, its officials, employees or agents, , or any tenant or occupant of Union Depot or any other person, unless caused by the negligence or intentional act of Landlord, its agents or employees. This Section 10.2 shall apply especially, but not exclusively, to damage caused as aforesaid or by the flooding of basements or other subsurface areas, or by refrigerators, sprinkling devices, air conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, or other material that is incorporated in Union Depot, broken glass, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally, whether any such damage results from the act or omission of other tenants, licensees or occupants or users of Union Depot or any other persons, and whether such damage be caused by or result from any of the aforesaid, or shall be caused by or result from other circumstances of a similar or dissimilar nature.

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

SECTION 11 – INSURANCE

11.1 Landlord's Casualty Insurance. Landlord shall keep Union Depot insured for the benefit of Landlord in an amount equivalent to the full insurable value thereof (excluding foundation, grading and excavation costs) against (a) loss or damage by fire; and (b) such other risk or risks of a similar or dissimilar nature as are now, or may in the future be, customarily covered with respect to buildings and improvements similar in construction, general location, use, occupancy and design to Union Depot including, but without limiting, the generality of the foregoing, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion, law and ordinance, and such other coverage as may be deemed necessary by Landlord, provided such additional coverage is obtainable and provided such additional coverage is such as is customarily carried with respect to buildings and improvements similar in construction, general location, use, occupancy and design to Union Depot.

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

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

(a) Fire and All-Risk Property Insurance.

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

(b) Commercial General Liability Insurance.

i. Amounts

1. \$1,500,000 per occurrence.
2. \$2,000,000 general aggregate.
3. \$2,000,000 products/completed operations total limit
4. \$1,500,000 personal injury and advertising liability
5. \$5,000 per person medical payment.
6. \$100,000 fire/legal.

ii. The policy is to be written as acceptable to the Landlord.

iii. Landlord and Ramsey County, and their officials, employees and agents, shall be added to the policy as additional insureds, using ISO form CG 20 11 or its equivalent.

(c) Automobile Insurance. Tenant shall provide proof of automobile insurance for its motor vehicles used at Union Depot.

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

i. Workers' Compensation as required by Minnesota Statutes.

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

(e) All certificates of insurance shall provide that the insurance company gives Landlord thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.

(f) This Section 11 of this Lease establishes minimum insurance requirements, and it is the sole responsibility of Tenant to purchase and maintain additional insurance that may be necessary in connection with this Lease.

(g) Certificates of insurance must indicate if the policies are issued pursuant to these requirements. Tenant shall not occupy the Premises until Tenant has obtained the required insurance and filed (an) acceptable Certificates of Insurance with Landlord. Copies of insurance policies shall be submitted to Landlord upon request.

(h) Nothing in this Lease shall constitute a waiver by the Landlord or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.

(i) Certificates shall specifically indicate if policy is written with an admitted or non-admitted carrier. Bests' Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

11.4 Mutual Release and Waiver. Notwithstanding any other provision in this Lease, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause-of-action, against the other, (including partners, both general and limited), their agents, officers, directors, and employees, for any personal injuries or property loss or damage that may occur to the Premises, or any improvements thereto, or Union Depot, or any improvements thereto, or any property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard commercial liability, worker's compensation, or fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other

party hereto, its officials, agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party.

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

SECTION 12 – FIRE OR OTHER CASUALTY

12.1 Total Destruction. If Union Depot is totally destroyed by any fire or other casualty and Landlord elects not to repair or restore Union Depot, or if Landlord elects not to repair or restore Union Depot in such manner as to be suitable for use as the Union Depot Use, this Lease shall terminate and Landlord and Tenant shall have no obligations to each other effective as of the date of the damage or destruction. Landlord shall provide Tenant with notice of its election hereunder within 180 days of the date of the damage or destruction. In the event that Landlord elects to repair or restore Union Depot in such manner as the Union Depot Use, the repair or restoration shall include the Premises, or such space as is reasonably equivalent in all material respects for Tenant's Use, at the expense of Landlord, and the Rent shall abate until the Premises or equivalent space is delivered to Tenant in such condition that Tenant may resume its business at Union Depot, except that if the damage or destruction occurs when the remaining length of the Term is six (6) months or less, this Lease shall automatically terminate.

12.2 Partial Damage to Union Depot. If the Premises are substantially destroyed or rendered wholly untenable for Tenant's Use, Union Depot is not totally damaged or destroyed, Landlord is able to provide Tenant with reasonably comparable space within Union Depot for Tenant's Use and Union Depot is suitable as a location for Tenant's Use, and the damage or destruction takes place before the time when the remaining length of the Term is six (6) months or less, Landlord shall promptly restore the Premises at Landlord's expense and Rent shall abate until the restored Premises are delivered to Tenant, unless Landlord does not complete the restoration within 270 days of the damage, in which event Tenant may terminate this Lease upon 90 days written notice to Landlord and if Landlord does not deliver the restored Premises within 30 days of the date of Tenant's notice of termination. If the Premises are partially damaged or destroyed and the remainder is 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 with the area of the Premises that is rendered untenable. Landlord's obligation to repair or rebuild as proved in this Section 12 of this Lease shall exclude leasehold improvements, except as installed by Landlord prior to the Commencement Date. In no event in the case of any such damage or destruction shall Landlord be required to repair or replace Tenant's stock in trade, leasehold improvements installed by Tenant, or fixtures, furniture, furnishings or floor coverings and equipment of Tenant or installed by Tenant. In the event the Premises are repaired or restored as provided in this Section 12, Tenant covenants to make such repairs and replacements of all such items which are not the responsibility of Landlord as provided in this Section 12.2 and to furnish Landlord, on demand, evidence of insurance assuring its ability to do so.

SECTION 13 - EMINENT DOMAIN

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

13.2 Partial Taking. If any of the Premises shall be taken under the power of eminent domain, then Landlord or Tenant shall have the right either to terminate this Lease, or, subject, in the case of Tenant, to Landlord's rights of termination as set forth in this Section 13.2, to continue in possession of the remainder of the Premises upon notice in writing to the other party hereto within thirty (30) days after such taking of possession. In the event this Lease is not terminated pursuant to Section 12.2 of this Lease, all of the terms herein provided shall continue in effect except that the Rent shall be equitably abated as to any portion of the Premises

so taken and Landlord shall make all necessary repairs or alterations to the extent provided in Section 13.2. In the event that as a result of any such taking, Union Depot is not suitable for use for intercity passenger bus service, Landlord shall have the right to terminate this Lease as of the day possession shall be taken by giving Tenant written notice of termination within thirty (30) days after the taking of possession by such public authority.

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

SECTION 14 - ASSIGNMENT AND SUBLETTING

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

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

SECTION 15 - ACCESS TO PREMISES

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

SECTION 16 - DEFAULT OF TENANT AND REMEDIES

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

- (a) Tenant shall fail to pay any monthly installment of Rent, or timely pay any Rent or any monies due from Tenant to Landlord, and such default shall continue for a period of ten (10) days after the due date;
- (b) Tenant shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant, and such default shall continue for thirty (30) days after notice from Landlord, except that if such default cannot with due diligence be cured within a

period of thirty (30) days, if Tenant fails to proceed promptly after said notice and with all due diligence to commence to cure the same and thereafter to prosecute the curing of such default with all due diligence, it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Tenant is to cure the same shall be extended for such period as may be reasonably necessary to complete the same with all due diligence but not to exceed ninety (90) days.

(c) Tenant shall have filed a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee for it or its property, or any similar petition, or shall have made an assignment for the benefit of creditors, or an order for relief shall have been entered in any proceeding under the Federal Bankruptcy Code in which Tenant is named as debtor.

(d) Any involuntary petition of the type or similar to those referred to in Section 16.1 of this Lease shall have been filed against Tenant and shall not be vacated or withdrawn within sixty (60) days after the date of filing thereof.

(e) Tenant shall have abandon the Premises, or shall not operate the Premises for the use provided in Section 6 above of this Lease.

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

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

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

16.5 Obligations of Tenant. No termination of this Lease pursuant to Section 12 and no Repossession of the Premises pursuant to Section 16.3 or otherwise shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises shall have been re-let, Tenant shall pay to Landlord the Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession, including interest, late fees, and thereafter, until the end of what would have been the Lease Term in the absence of such termination or Repossession, Tenant shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Rent and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant to the provisions of Section 16.4 after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, operating expenses, legal expenses, attorneys' fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the fixed

annual rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day. Landlord shall have the election in place of holding Tenant so liable forthwith to recover against Tenant as damages for loss of the bargain and not as a penalty, an aggregate sum which at the time of such termination of this Lease or of such recovery of possession of the Premises by Landlord, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the Rent and all other charges payable by Tenant hereunder that would have accrued for the balance of the Initial Term, or any Extension Term, as the case may be, over the then present worth of the fair market rents and all other charges for the Premises for the balance of such term.

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

16.7 Remedies upon Insolvency. If this Lease shall terminate by reason of the bankruptcy or insolvency of Tenant, as above set forth, Landlord shall be entitled, notwithstanding any other provisions of this Lease or any present or future law, to recover from Tenant or Tenant's estate (in lieu or the equivalent of the amount of all rent unpaid at the time of such termination) as damages for loss of the bargain, and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the excess, if any, of the then present worth of the aggregate of the Rent and other charges payable by Tenant hereunder that would have accrued for the balance of the Term, as the case may be, over the then present worth of the fair market rents and all other charges for the Premises for the balance of the initial term or any renewal term, as the case may be, unless any statute or rule of law prohibits such remedy. Nothing herein contained shall limit or prejudice Landlord's right to prove and obtain as liquidated damages arising out of such breach or termination the maximum amount allowed by any such statute or rule of law which may govern the proceedings in which such damages are to be proved whether or not such amount be greater, equal to, or less than the amount of the excess of the then present worth of the Rent and all other charges reserved herein over the then present worth of the fair market rents and all other charges, referred to above.

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

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

SECTION 17 - SURRENDER OF POSSESSION/HOLDING OVER

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

17.2 Holding Over. If Tenant remains in possession of the Premises after the expiration or termination of this Lease, it shall be deemed to occupying the Premises as a tenant at sufferance, subject to all

the conditions, provisions and obligations of this Lease insofar as the same can be applicable; provided, however, that the Base Rent required to be paid by Tenant during any holdover period shall be one and one half times the amount of the Base Rent set forth above. No unauthorized holding over shall operate to renew or extend this Lease and Tenant shall indemnify Landlord against all claims for damages of any kind resulting from the holdover.

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

SECTION 18 - SUBORDINATION

18.1 Subordination. Tenant agrees that this Lease shall be subordinate to any mortgages that may 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 fifteen (15) days after demand in writing, does hereby make, constitute, and irrevocably appoint Landlord as its attorney-in-fact and in its name, place, and stead so to do.

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

SECTION 19 - NOTICES

Whenever under this Lease, provision is made for notice of any kind, such notice shall be in writing and shall be deemed sufficient to Tenant if actually delivered to Tenant or sent by registered or certified mail, return receipt requested, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for such purpose, and to Landlord if actually delivered to Landlord or if sent by registered or certified mail, return receipt requested, postage prepaid, to the Landlord at the address furnished for such purpose or to the place then fixed for the payment of Rent. Notice shall be deemed effective upon receipt by either party when actually delivered to the party and if delivered by registered or certified mail upon deposit in the U.S. mail (and if more than one method is used, the earlier of the two). 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 fifteen (15) days after request therefore by Landlord, Tenant shall provide an estoppel statement in recordable form to any proposed mortgagee or purchaser of the Union Depot or any part thereof, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and there are no defenses or

offsets thereto, or stating those claimed by Tenant and certifying to such other matters as such party shall reasonably require. In the event Tenant refuses to execute and deliver said statement, or fails to do so in a timely manner, Landlord shall have the right to, as attorney-in-fact for Tenant to make such a statement, Tenant hereby constituting and irrevocably appointing Landlord its attorney-in-fact for such purpose. Landlord's mortgage lenders and purchasers shall be entitled to rely upon any statement so executed pursuant to this Section 20.

SECTION 21 - QUIET ENJOYMENT

Landlord covenants that it has full right and authority to enter into this Lease for the full Term hereof. Landlord further covenants that Tenant, upon performing the covenants and agreements of this Lease to be performed by Tenant, will have, hold and enjoy quiet possession of the Premises. Landlord warrants that there are no easements, restrictive covenants or rights granted to parties other than Tenant that limit Tenant's use of the Premises for Tenant's use as long as Tenant uses the Premises in accordance with the terms and conditions of this Lease.

SECTION 22 - SECURITY INTEREST

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

SECTION 23 - RELATIONSHIP 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 the agent or employee of Landlord for any purpose or in any manner whatsoever. Tenant, its employees, agents, and its representatives are not employees of Landlord.

SECTION 24 - DATA AND AUDIT

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

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

SECTION 25 – WASTE REDUCTION

Tenant shall participate in Landlord's recycling program.

SECTION 26 – OTHER GENERAL

26.1 Equal Employment Opportunity. Tenant agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law Tenant shall furnish a written affirmative action plan.

26.2 Prevailing Wage. With respect to any Alteration to the Premises or any service to maintain the Premises obtained or contracted by Tenant, Tenant and its contractors and subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. Tenant shall also submit evidence adequate in Landlord's determination that each contract provides that the contractor and each and all subcontractors of the contractor 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 work in Ramsey County and Minnesota. Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage rate must be paid under any contract with Ramsey County or under a subcontract to that contract with Ramsey County with an anticipated Project completion cost value of over \$25,000. 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 the contract, shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42. Pursuant to Minnesota Statutes §§177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

Each contract for which Ordinance No. 2013-329 requires that the Prevailing Wage Rate must be paid shall contain the following statement:

"Throughout the term of this Agreement, the contractor 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 of the contractor to submit the Certified Payroll Records in accordance with the Ordinance may result in criminal or civil enforcement by the Landlord, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages."

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

Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

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

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

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

26.7 Force Majeure. Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. The provisions of this Section 26.8 shall not operate to excuse Tenant from prompt payment of Rent, Additional Rent, or other monetary payments required by the terms of this Lease.

26.8 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.

26.9 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 stated 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. Landlord has been represented by Jones Lang LaSalle Americas, Inc., as Landlord's broker. Tenant has been represented by Bauch Enterprises, as Tenant's broker.

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

26.11 Compliance with Law. Tenant agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Tenant's performance of the provisions of this Lease. It shall be the obligation of Tenant to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for Tenant to be able to operate its business and provide any services to be provided by Tenant.

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

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

26.14 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 state or federal district court in Ramsey County, Minnesota.

26.15 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 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:

RAMSEY COUNTY
REGIONAL RAILROAD AUTHORITY

Rafael E. Ortega, Chair

Date: _____

TENANT:

MAIN LINE CYCLE CENTER

By: _____

Name: Jeremy Wagner

Its: Executive Director

Date: 2/5/16

Approval Recommended

Timothy A. Mayasich, Director

Date: _____

Approved as to form and insurance:

By: _____
Assistant Ramsey County Attorney

Date: _____

Exhibit A
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 RSRVATION

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

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)

EXHIBIT B.1
PREMISES AND LICENSE AREAS
First Floor Headhouse
Suite 160 – 2,026 SF

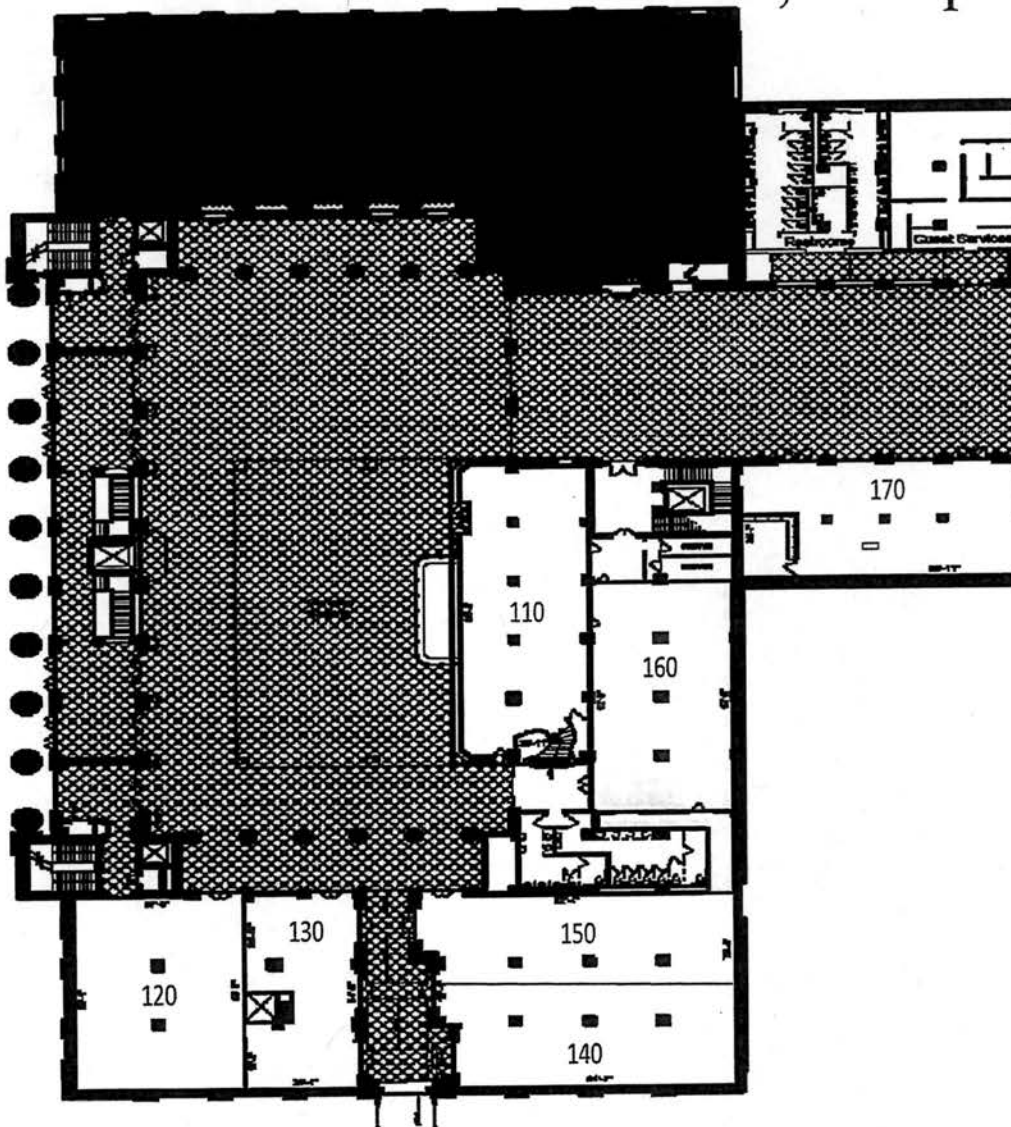


EXHIBIT B.2
PREMISES AND LICENSE AREAS
Lower Level 1 Headhouse
Suites 20-50 and License Areas - 7,920 SF

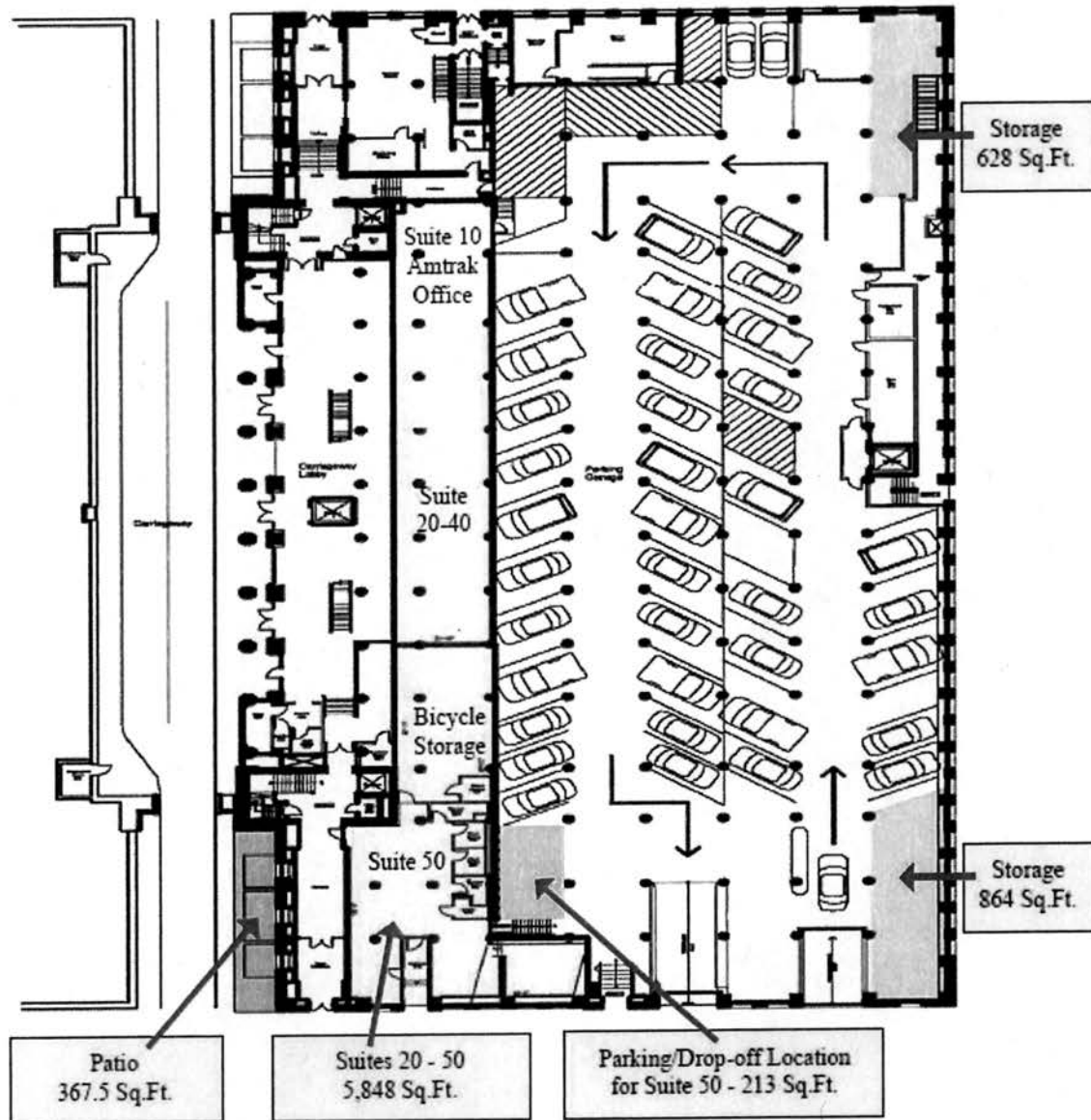


EXHIBIT C
RULES AND REGULATIONS

1. The sidewalks, entrances, passages, lobbies, plazas, elevators, escalators, stairways, vestibules, corridors, halls and other public portions of the Building ("Public Areas") and the corridors in the Basement of the Building shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from its Premises, and no tenant shall permit any of its employees, agents, licensees or invitees to congregate or loiter in any of the Public Areas. No tenants shall invite to, or permit to visit its Premises, persons in such numbers or under such conditions as may interfere with the use and enjoyment by others of the Public Areas. Fire exits and stairways are for emergency use only, and they shall not be used for any other purposes by any tenant, or the employees, agents, licensees or invitees of any tenant. Landlord reserves the right to control and operate, and to restrict and regulate the use of the Public Areas and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally, including the right to designate an elevator for delivery service, and the right to designate which Building entrances shall be used by persons making deliveries in the Building. No doormat or any kind whatsoever shall be placed or left in any public hall or outside any entry door of the Premises. Tenant shall not place objects against glass partitions or doors or windows which would be unsightly from the covered pedestrian space, or passageways, or from the exterior of the Building, and will promptly remove the same upon notice from Landlord.
2. Without the consent of Landlord, (a) no awnings or other projections shall be attached to the exterior side of any walls of the Premises, and (b) no curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the Premises. Such curtains, blinds, shades or screens must be of a quality, type, design and color, and attached in the manner approved by Landlord. In order that the Building can and will maintain a uniform and high quality appearance to those persons outside of the Premises, each tenant shall (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 therefor by Landlord and in accordance with procedures and at the hours specified, from time to time, by Landlord. Garbage, trash, rubbish and refuse shall be kept in a sanitary and adequate closed container so as not to be visible to the public.
4. Neither the sashes, sash doors, skylights or windows that reflect or admit light and air into the halls, passageways or other public places in the Building nor the heating, ventilating and air conditioning vents and doors shall be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the window sills. Tenant shall have no right to remove or change shades, blinds or other window coverings within the Premises without Landlord's consent.
5. No showcases or other articles shall be put by Tenant in front of or affixed to any part of the exterior of the Building, nor placed in the Public Areas.
6. No acids, vapors or other materials harmful to the waste lines, vents or flues shall be discharged, or permitted to be discharged, into the waste lines, vents or flues of the Building. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed, and no sweepings, rubbish, rags, acids or other foreign substances shall be thrown or deposited therein. Nothing shall be swept or thrown into the Public Areas or other areas of the Building, or into or upon any heating or ventilating vents or registers or plumbing apparatus in the Building, or upon adjoining buildings or land or the street. The cost of repairing any damage resulting from any misuse of such fixtures, vents, registers and apparatus and cost of repairing any damage to the Building, or to any facilities of the Building, or to any adjoining building or property, caused by any tenant, or the employees, agents, concessionaires, licensees, customers or invitees of such tenant, shall be paid by such tenant.
7. No tenant shall mark, paint, drill into, or in any way deface, any part of its Premises or the Building, except with the written consent of, and as directed by, Landlord. No boring, cutting or stringing of wires shall be

permitted, except with the prior written consent of, and as directed by, Landlord. No telephone, telegraph or other wires or instruments shall be introduced into the Building by any tenant except in a manner approved by Landlord. No tenant shall lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the Premises, and, if tile or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

8. No bicycles, vehicles, animals (except service animals), fish or birds or any kind shall be brought into, or kept in or about, the Premises or the Building.
9. No noise, including music, the playing of musical instruments, recordings, radio or television, which, in the sole judgment of Landlord, might disturb other tenants or persons in the Structure or the operations thereof, shall be made or permitted by any tenant; provided, however, the foregoing shall constitute an Immediately Remedial Condition which if immediately cured by Tenant upon Landlord's request, the occurrence of such noise shall not constitute a default under the Lease. Nothing shall be done or permitted by any tenant which would impair or interfere with the use or enjoyment by any other tenant or persons of any other space in the Structure.
10. Nothing shall be done or permitted in the Premises or the Building, and nothing shall be brought into, or kept in or about the Premises or the Building, which would impair or interfere with any of the Building Equipment or the services of the Building or the proper and economic heating, cleaning or other services of the Building or the Premises, nor shall there be installed by any tenant any ventilating, air conditioning, electrical or other equipment of any kind which, in the judgment of Landlord, might cause any such impairment or interference. No tenant, 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 Structure or the desirability of the Structure as a mixed-use building, and upon written notice from Landlord, such tenant shall refrain from and discontinue such advertising or identifying sign.
14. If Landlord institutes a pass system for entrance to the Building after business hours, Landlord reserves the right to exclude from the Building all employees of any tenant who do not present a pass to the Building

signed by such tenant. Landlord or its agent will furnish passes to persons for whom any tenant requests the same in writing. Landlord reserves the right to require all other persons entering the Building to sign a register, to be announced to the tenant such person is visiting, and to be accepted as a visitor by such tenant or to be otherwise properly identified (and, if not so accepted or identified, reserves the right to exclude such persons from the Building) and to require persons leaving the Building to sign a register or to surrender a pass given to such person by the tenant visited. Each tenant shall be responsible for all persons for whom it requests any such pass or any person who such tenant so accepts, and such tenant shall be liable to Landlord for all acts or omissions of such persons. Any person whose presence in the Building at any time shall, in the judgment of Landlord, be prejudicial to the safety, character, security, reputation or interests of the Building or the tenants of the Building may be denied access to the Building or may be ejected from the Building. In the event of invasion, riot, public excitement or other commotion, Landlord may prevent all access to the Building during the continuance of the same by closing the doors or otherwise, for the safety of tenants and the protection of property in the Building.

15. All entrance doors in its Premises shall be kept locked by each tenant when its Premises are not in use.
16. Each tenant shall, at the expense of such tenant, provide light and power for the agents, contractors and employees of Landlord while making repairs or alterations in and for the benefit of the Premises.
17. The Premises shall not be used or appear to be used for lodging or sleeping or for any immoral or illegal purpose.
18. The requirements of tenants will be attended to only upon application at the office of the Landlord. Employees of Landlord shall not perform any work or do anything outside of their regular duties, unless under special instructions from Landlord.
19. Other than retail selling within a tenant's Premises, canvassing, soliciting and peddling in the Building are prohibited and each tenant shall cooperate to prevent the same.
20. The employees, agents, concessionaires, and licensees of any tenant shall not loiter around the Public Areas or the front, roof or any part of the Building used in common by other occupants of the Building. Tenants shall not permit loitering within their Premises.
21. There shall not be used in any space, or in the Public Areas either by any tenant or by others, in the moving or delivery or receipt of safes, freight, furniture, packages, boxes, crates, paper, office material or any other matter or thing, any hand trucks except those equipped with rubber tires, side guards and such other safeguards as Landlord shall require. No hand trucks shall be used in passenger elevators.
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 or 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. Tenant shall not operate any coin or token-operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities, without the prior written consent of Landlord.
25. No load will be placed on any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry.
26. Landlord reserves the right to rescind, alter, waive or add, as to one or more or all tenants, any rule or regulation at any time prescribed for the Building when, in the reasonable judgment of Landlord, Landlord deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building and/or the Structure, or the preservation of good order therein, or the operation or maintenance of the Building and/or the Structure, or the equipment thereof, or the comfort of tenants or others in the Building and/or the Structure. No rescission, alteration, waiver or addition of any rule or regulation in respect of one tenant shall operate as a rescission, alteration or waiver in respect of any other tenant.

EXHIBIT D TENANT'S WORK

Tenant work in Suite 160 will consist of the following:

- Installation of fixtures to display bikes
- Fixtures will be anchored to pillars and walls. Anchors will also be affixed into the floors on a limited basis, as needed
- Installation of sales counter for cash register and computer station
- Setting up a station for bike fittings
- Affixing display racks for apparel, bicycle components, accessories, sports nutritionals, and other sales related materials
- Painting space and installing appropriate lighting
- Placing Shelving and/or cabinetry units for office supplies, and storage systems for back stock of sales inventory

Tenant Work for Suite 50 will consist of the following:

- Affixing a Service counter with computer station
- Painting and installation of appropriate lighting
- Setting up several work benches with repair stands and tool organizers
- Setting up a polishing and grinding station for metal finishing
- Setting up a drill press and battery operated tools station
- Installation of an air compressor system
- Outfitting the bike shower station
- Installation of ultra sonic and parts washing stations
- Setting up storage systems for service and repair

Tenant work for Suite 20-40

- Installation of bicycle storage racks
- Setting up shelving or cabinetry for organization of parts supply and inventory storage
- Painting and installation of appropriate lighting.

**EXHIBIT E
FORM OF RATIFICATION AGREEMENT**

THIS RATIFICATION AGREEMENT ("Agreement") is made and entered into as of _____, 2016 by and between Ramsey County Regional Railroad ("Landlord"), and Main Line Cycle Center ("Tenant").

RECITALS

A. Landlord and Tenant entered into a lease dated _____, 2016 ("Lease") for certain premises located at Suite 140, 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 _____, 2016 Landlord delivered the Premises to Tenant in the condition required by the Lease.
2. The final Commencement Date is _____, 2016.
3. The Rent Commencement Date is _____, 2016.
4. The Termination Date of the Term of the Lease shall be _____, 2026.

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

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY:

MAIN LINE CYCLE CENTER

Timothy A. Mayasich, Director

By _____

Its _____

Approved as to form:

Assistant Ramsey County Attorney

The Ramsey County Regional Railroad Authority met in regular session at 9:16 AM with the following members present: Carter, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

2. Agenda of March 8, 2016 is presented for approval

VOTING

Motion by: Jim McDonough
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 February 16, 2016 are presented for approval

VOTING

Motion by: Victoria Reinhardt
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. Transitway Impacts Research Program 2016 Presentation

For information and discussion only.

5. Transitway Impacts Research Program 2016 Funding Request (R2016-10)

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 and other railroad authorities and the University of Minnesota have supported research initiatives to study the economic and community impacts of transitway projects through the Transitway Impacts Research Program; and

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

RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2016.


Sandra Jacobson
Administrative Secretary

Regional Railroad Authority Meeting
March 8, 2016 – ROLL CALL

Call to Order: 9:16 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of March 8, 2016 is presented for approval

Moved: JM

Seconded: ~~MM~~ MM

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

3. Minutes from February 16, 2016 are presented for approval

Moved: VR

Seconded: MM

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

PRESENTATION / INFORMATION ITEM

4. Transitway Impacts Research Program 2016 Presentation

- For information & discussion only

Moved:

Seconded:

YEA

NAY

ABSENT

Toni Carter

Blake Huffman

Jim McDonough

Mary Jo McGuire

Victoria Reinhardt

Janice Rettman

Rafael Ortega

ADMINISTRATIVE ITEMS

5. Transitway Impacts Research Program 2016 Funding Request

Moved:

JM

Seconded:

VR

YEA

NAY

ABSENT

Toni Carter

Blake Huffman

Jim McDonough

Mary Jo McGuire

Victoria Reinhardt

Janice Rettman

Rafael Ortega

CORRIDOR UPDATES

ADJOURNMENT

Meeting adjourned at 10:14 am.

135W Corridor Mtg - Fast Lane from Fast Act Funding
MN HSR Commission Mtg

- Fast Act Training that took place last week



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

REGIONAL RAILROAD AUTHORITY

Tuesday, March 08, 2016
Immediately following the County Board Meeting
Council Chambers – Third Floor Court House

.....

1. **ROLL CALL**

2. **Agenda of March 8, 2016 is presented for approval**

Approve the agenda of March 8, 2016.

3. **Minutes from February 16, 2016 are presented for approval**

Approve the minutes from February 16, 2016.

PRESENTATION / INFORMATION ITEM

4. **Transitway Impacts Research Program 2016 Presentation**

None. For information and discussion only.

ADMINISTRATIVE ITEMS

5. **Transitway Impacts Research Program 2016 Funding Request**

Approve the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2016.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-18

Committee: Regional Railroad Authority

Meeting Date: 3/8/2016

SUBJECT

Agenda of March 8, 2016 is presented for approval

REQUESTED ACTION

Approve the agenda of March 8, 2016.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-19

Committee: Regional Railroad Authority

Meeting Date: 3/8/2016

SUBJECT

Minutes from February 16, 2016 are presented for approval

REQUESTED ACTION

Approve the minutes from February 16, 2016.

ATTACHMENTS

1. Draft Minutes

The Ramsey County Regional Railroad Authority met in regular session at 9:21 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Ryan O'Connor, Acting County Manager, and Paul Zisla, Assistant County Attorney.

3. Minutes from February 9, 2016 are presented for approval

VOTING

Motion by: Janice Rettman

Second by: Blake Huffman

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. Agenda of February 16, 2016 is presented for approval

VOTING

Motion by: Toni Carter

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			

4. Lease Agreement with Main Line Cycle Center at Union Depot (Resolution R2016-09)

VOTING

Motion by: Mary Jo McGuire

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			

WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union Depot multi-modal transit and transportation hub to serve all transportation modes, including intercity passenger trains and bicycles, as well as events and office tenants; and

WHEREAS, Main Line Cycle Center operates the Lowertown Bike Shop and desires to lease space at Union Depot; and

WHEREAS, Main Line Cycle Center and Ramsey County Regional Railroad Authority have agreed upon a rental rate structure consistent with market rates for "C" class buildings and storage space in downtown St. Paul for space to support the retail and repair activities of the Lowertown Bike Shop; and

WHEREAS, The Ramsey County Regional Railroad Authority requests the Board's approval of a lease agreement with Main Line Cycle Center for a period of ten years from March 1, 2016 through February 28, 2026, in the amount of \$295,627; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a ten year lease agreement for 9,366 square feet of space in Union Depot, 214 4th Street East, Saint Paul, Minnesota 55101, with Main Line Cycle Center, 253 4th Street East, Saint Paul, MN 55101, for the period of March 1, 2016 through February 28, 2026, at the rate of \$2,500 per month, with 2% annual increases, in the total amount of \$295,627; and, Be It Further

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

CORRIDOR UPDATES (Discussion can be found on archived video)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 9:33 am.

Abby Goldsmith, Administrative Assistant
Ramsey County Manager's Office

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-15

Committee: Regional Railroad Authority

Meeting Date: 3/8/2016

SUBJECT

Transitway Impacts Research Program 2016 Presentation

REQUESTED ACTION

None. For information and discussion only.

EXECUTIVE SUMMARY

Dawn Spanhake, Associate Director – Development and Finance, Center for Transportation Studies, and Yingling Fan, Research Fellow at the Humphrey School of Public Affairs, will present to the Ramsey County Regional Railroad Authority Board an overview of the Transitway Impacts Research Program and the research that has been completed.

BUDGETARY IMPACT

None.

COUNTY MANAGER COMMENTS

None.

PREVIOUS ACTION

None.

ATTACHMENTS

1. TIRP Presentation
2. TIRP Handout



**Economic Development Impacts of Bus Rapid Transit
Summary of Findings to Ramsey County Board—3/8/16**

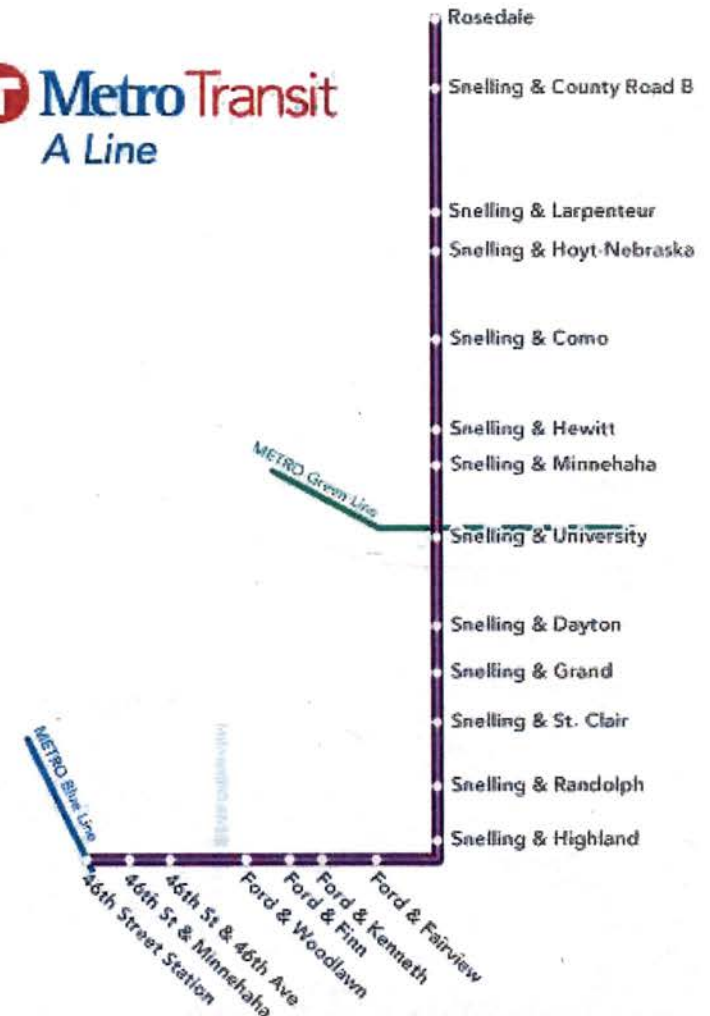
Research Need

BRT to play growing role

Aim to increase job accessibility

Need station area job growth

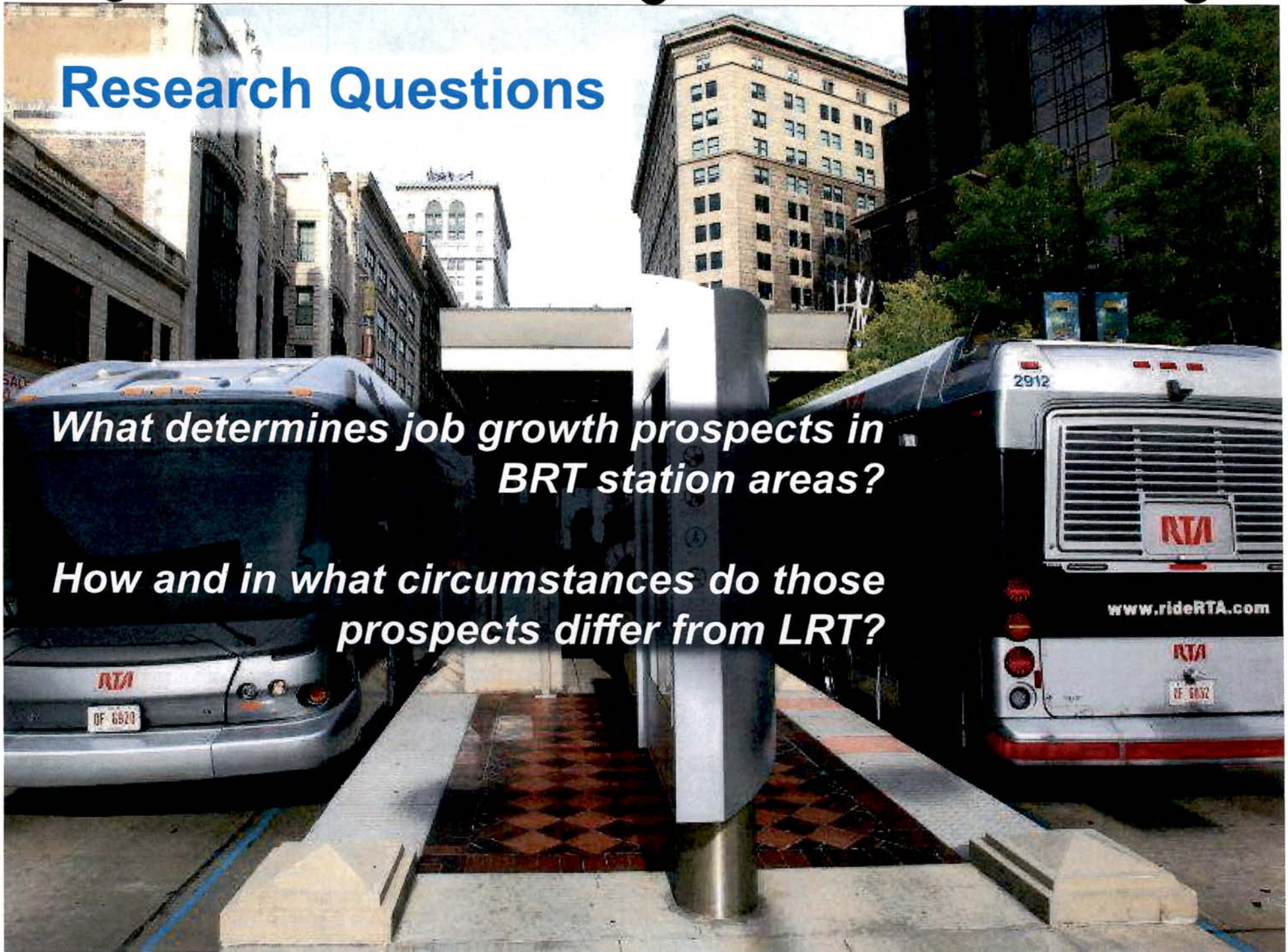
LRT known quantity, BRT not



Research Questions

*What determines job growth prospects in
BRT station areas?*

*How and in what circumstances do those
prospects differ from LRT?*



Study Regions & Modes



Legend



Light Rail Transit (LRT)



Bus Rapid Transit (BRT)

Data Sources

Data

Source

GTFS (Stops, routes & modes)

Transit providers

Built environment

EPA Smart Location Database

Transportation system

Job growth/loss

LEHD Workplace Area
Characteristics

Socioeconomics

American Community Survey

Approach

Before/after yearly job change

Sector and wage

By station areas

LRT reference
point



Types of Variables

Explaining:

"After" station area change in job category/year

As a function of:

"Before" station area change in job category/year

Station area population & jobs

Regional population & jobs

Transit mode

Time since opening

Station area street network

Location in region

Station area demographics

Findings

Mix of regional & local determinants

Fixed infrastructure matters.

BRT needs pro-active job growth promotion efforts.



Recommendations

**Stress corridor identity
for ABRT.**

**Focus on dense,
connected street
network.**

**Consider equity,
spatial mismatch.**



Thank you!

Contacts:

Andrew Guthrie
(612) 625-4534
guth0064@umn.edu

Yingling Fan
(612) 626-2930
yingling@umn.edu





UNIVERSITY OF MINNESOTA

Transitway Impacts Research Program

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

The Transitway Impacts Research Program (TIRP) was launched in 2006 by the Hennepin–University Partnership to answer questions about the economic, travel, and community impacts of transitway corridors in the Twin Cities metropolitan area. TIRP has grown to include a mix of state, regional, and local jurisdictional partners.

The program creates knowledge and information needed to improve planning and decision making for transitway expansion. It also helps educate legislators, agency leaders and staff, and the university research community about current issues, innovations, and trends pertaining to transitways. In addition, the program serves as a national model of interjurisdictional collaboration between government and academia for transitway research, education, and outreach.

TIRP has funded a diverse body of research, including extensive modeling, data analysis, and numerous surveys of residents, transit riders, and business owners both within transit corridors and from the broader region.

(Completed and active and projects are listed on back.) The research is unique in its breadth, scope, and ability to provide real-time analysis of the changes experienced when a region introduces high-quality transit service.

TIRP is designed to provide an objective analysis of the impacts resulting from the region's transitway investments. The collaborative approach and support of local jurisdictions ensures that research is relevant and responds to local needs. The program also provides consistent, objective, and credible data to share with the public.

Funding partners and program supporters: Anoka County, Center for Transportation Studies, Center for Urban and Regional Affairs, Central Corridor Funders Collaborative; City of Bloomington, City of Minneapolis, City of Saint Paul, Dakota County, Federal Transit Administration, Hennepin County, Hennepin–University Partnership, Humphrey School of Public Affairs State and Local Policy Program, ITS Institute, Metropolitan Council, Metro Transit, Minnesota Department of Transportation, Ramsey County, University Metropolitan Consortium, Washington County



Impacts of Transitways

Project Title	Principal Investigator	Economic Development	Land Use and Value	Travel Behavior	Opportunity and Equity	Neighborhoods
Active Research						
Exploring Walking Tolerance of Transitway Users	Jason Cao		x	x		x
Specific Strategies for Achieving Transit-Oriented Economic Development: Applying National Lessons to the Twin Cities	Yingling Fan	x	x			
Those who Need it Most: Maximizing Transit Accessibility and Removing Barriers to Employment in Racially Concentrated Areas of Poverty	Yingling Fan			x	x	x
Transit Station and Stop Design and Travel Time Perceptions	Yingling Fan			x	x	
Completed Research						
Exploring Strategies for Promoting Modal Shifts to Transitways (2015)	Jason Cao			x		
The Effects of Transitways on Auto Ownership and Auto Use: Evidence from the Hiawatha LRT (2015)	Jason Cao			x		
Economic Development Impacts of Bus Rapid Transit (2015)	Andrew Guthrie	x	x			
Evaluating Twin Cities Transitways Performance and their Interaction with Traffic on Neighboring Major Roads (2015)	John Hourdos			x		
Transportation Impact of Transitways: A Case Study of Hiawatha Light Rail Transit in Minneapolis (2013)	Jason Cao		x	x		
Assessing Neighborhood and Social Influences of Transit Corridors (2011)	Yingling Fan		x		x	x
Impacts of the Hiawatha Light Rail Line on Commercial and Industrial Property Values in Minneapolis (2010)	Jason Cao	x	x			
The Hiawatha Line: Impacts on Land Use and Residential Housing Value (2010)	Edward Goetz	x	x			x
Impact of Twin Cities Transitways on Regional Labor Market Accessibility: A Transportation Equity Perspective (2010)	Yingling Fan	x		x	x	
Understanding the Impacts of Transitways: Demographic and Behavioral Differences between Hiawatha Light-Rail and Other Transit Riders (2009)	Jason Cao			x	x	

For more information:

Dawn Spanhake, Center for Transportation Studies,
612-626-1536, spanh001@umn.edu

cts.umn.edu/TIRP

CENTER FOR TRANSPORTATION STUDIES, 200 Transportation and Safety Building, 511 Washington Avenue S.E., Minneapolis, MN 55455-0375, Phone: 612-626-1077

E-mail: cts@umn.edu Web: cts.umn.edu • Feb. 2016 • The University of Minnesota is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, or sexual orientation. This publication is available in alternative formats upon request.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-13

Committee: Regional Railroad Authority

Meeting Date: 3/8/2016

SUBJECT**Transitway Impacts Research Program 2016 Funding Request****REQUESTED ACTION**

Approve the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2016.

EXECUTIVE SUMMARY

The Transitway Impacts Research Program (TIRP) is a cooperative effort between the University of Minnesota and local governments to identify the impacts of transitway developments. Various local governments have participated in the program. Ramsey County Regional Railroad Authority (RCRRA) has been an active participant in the program since 2008. The 2016 request for funding by RCRRA is for \$25,000.

Funding by RCRRA will ensure a stable base level of funding for TIRP activities, and support valuable and timely research on the proposal, *Those Who Need It Most: Maximizing Transit Accessibility and Removing Barriers to Employment in Racially Concentrated Areas of Poverty*.

Sustained, local investment in TIRP is critical to attracting national attention and outside funding. Continued participation in TIRP will help the RCRRA and others understand the potential impacts of transitways.

BUDGETARY IMPACT

Funding is available in the 2016 operating budget.

COUNTY MANAGER COMMENTS

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

PREVIOUS ACTION

On January 20, 2015, RCRRA authorized \$25,000 for the program in 2015 (R2015-06).
On December 3, 2013, RCRRA authorized \$25,000 for the program in 2014 (R13-42).
On November 27, 2012, RCRRA authorized \$25,000 for the program in 2012 (R12-43).
On October 4, 2011, RCRRA authorized \$25,000 for the program in 2011 (R11-38).
On March 16, 2010, RCRRA authorized \$20,000 for the program in 2010 (R10-22).

Transitway Impacts Research Program 2016 Funding Request

On August 11, 2009, RCRRRA authorized \$20,000 for the program in 2009 (R09-30).
On September 25, 2007, RCRRRA authorized \$20,000 for the program in 2008 (R07-42).

ATTACHMENTS

1. Draft Resolution

Draft Resolution

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

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

RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2016.

The Ramsey County Regional Railroad Authority met in regular session at 9:22 AM with the following members present: Carter, Huffman, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

1. **ROLL CALL**

2. **Agenda of March 15, 2016 is presented for approval**

VOTING

Motion by: Blake Huffman

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			

3. **Minutes from March 8, 2016 are presented for approval**

VOTING

Motion by: Mary Jo McGuire

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			

4. **Rush Line Corridor Presentation**

For information and discussion only.

CORRIDOR UPDATES (Discussion can be found on archived video)

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:12 am.


Sandra Jacobson
Administrative Secretary

Regional Railroad Authority Meeting
March 15, 2016 – ROLL CALL

Call to Order: 9:27 AM

1. ATTENDANCE ROLL CALL

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

2. Agenda of March 15, 2016 is presented for approval

Moved: BH Seconded: VR

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

3. Minutes from March 8, 2016 are presented for approval

Moved: MM Seconded: VR

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

PRESENTATION / INFORMATION ITEM

4. Rush Line Corridor Presentation

for information purposes only

Moved:

Seconded:

YEA

NAY

ABSENT

Blake Huffman

Jim McDonough

Mary Jo McGuire

Victoria Reinhardt

Janice Rettman

Toni Carter

Rafael Ortega

CORRIDOR UPDATES

ADJOURNMENT

Meeting adjourned at 10:12 am.

- Provide more info on DMUs to Commissioners
DMU vs Light rail report - distribute to Commissioners

Schedule a separate discussion on this
(DMU) w/ commissioners

Tim Presentation on various modes being
considered - to the board

- Metro Transit to present on operations
- Heather will coordinate an update to the board
A line - to open June 11 terminates @ Rosedale

Intercity Passenger Rail Mtg -
Amtrak - ridership up 5% locally
ontime is getting better

Amtrak is penning the deal for a bus
to go from VD to Rochester &
from LaCrosse to Rochester

MN HSR Commission Bookmark
Train Days Apr 30 - May 1



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

REGIONAL RAILROAD AUTHORITY

Tuesday, March 15, 2016
Immediately following the County Board Meeting
Council Chambers – Third Floor Court House

-
1. **ROLL CALL**
 2. **Agenda of March 15, 2016 is presented for approval**
Approve the agenda of March 15, 2016.
 3. **Minutes from March 8, 2016 are presented for approval**
Approve the minutes from March 8, 2016.
 4. **Rush Line Corridor Presentation**
None. For information and discussion only.

CORRIDOR UPDATES

ADJOURNMENT

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-20

Committee: Regional Railroad Authority

Meeting Date: 3/15/2016

SUBJECT

Agenda of March 15, 2016 is presented for approval

REQUESTED ACTION

Approve the agenda of March 15, 2016.

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-21

Committee: Regional Railroad Authority

Meeting Date: 3/15/2016

SUBJECT

Minutes from March 8, 2016 are presented for approval

REQUESTED ACTION

Approve the minutes from March 8, 2016.

ATTACHMENTS

1. Draft Minutes

The Ramsey County Regional Railroad Authority met in regular session at 9:16 AM with the following members present: Carter, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

2. Agenda of March 8, 2016 is presented for approval

VOTING

Motion by: Jim McDonough
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 February 16, 2016 are presented for approval

VOTING

Motion by: Victoria Reinhardt
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. Transitway Impacts Research Program 2016 Presentation

For information and discussion only.

5. **Transitway Impacts Research Program 2016 Funding Request (R2016-10)**

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 and other railroad authorities and the University of Minnesota have supported research initiatives to study the economic and community impacts of transitway projects through the Transitway Impacts Research Program; and

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

RESOLVED, The Ramsey County Regional Railroad Authority approves the expenditure of \$25,000 for Ramsey County Regional Railroad Authority's share of the Transitway Impacts Research Program for 2016.

Sandra Jacobson
Administrative Secretary

**REQUEST FOR ACTION
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority

R2016-12

Committee: Regional Railroad Authority

Meeting Date: 3/15/2016

SUBJECT

Rush Line Corridor Presentation

REQUESTED ACTION

None. For information and discussion only.

EXECUTIVE SUMMARY

Tim Mayasich, Director, and Andy Gitzlaff, Senior Transportation Planner for Ramsey County Regional Railroad Authority, will present to the Ramsey County Regional Railroad Authority Board, an update on the Rush Line Corridor Pre-Project Development Study.

BUDGETARY IMPACT

None.

COUNTY MANAGER COMMENTS

None.

PREVIOUS ACTION

None.

ATTACHMENTS

1. Rush Line Corridor Update Presentation

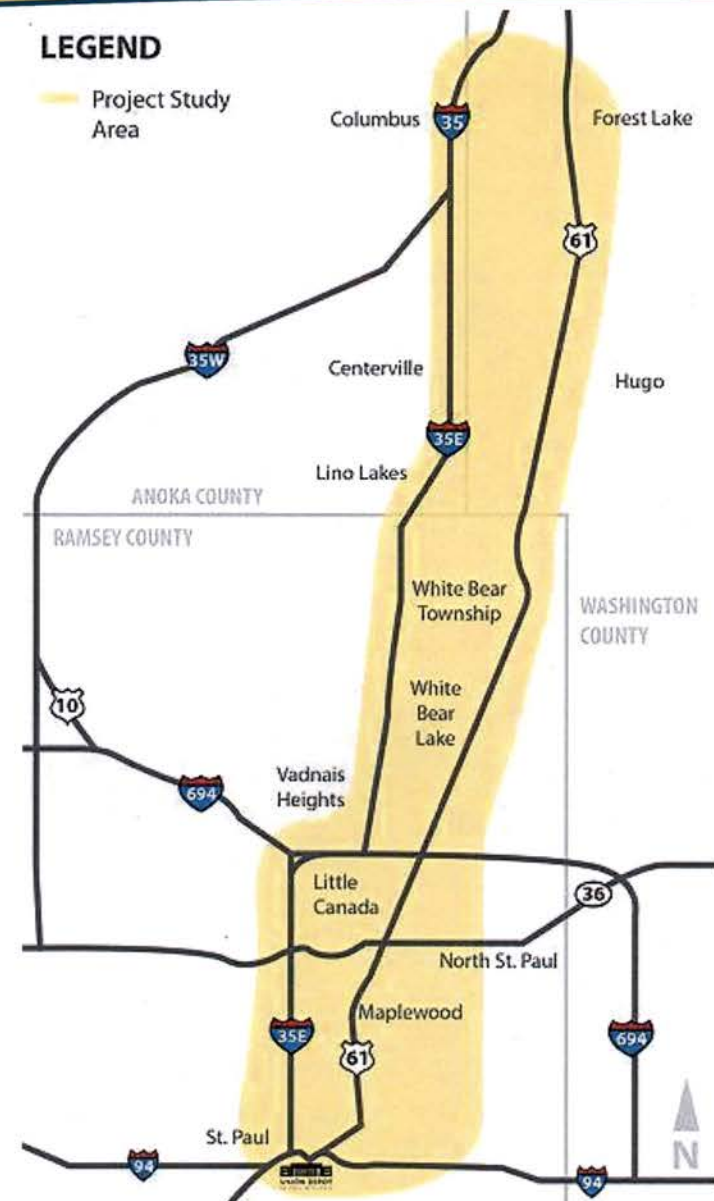


Ramsey County Regional Railroad Authority

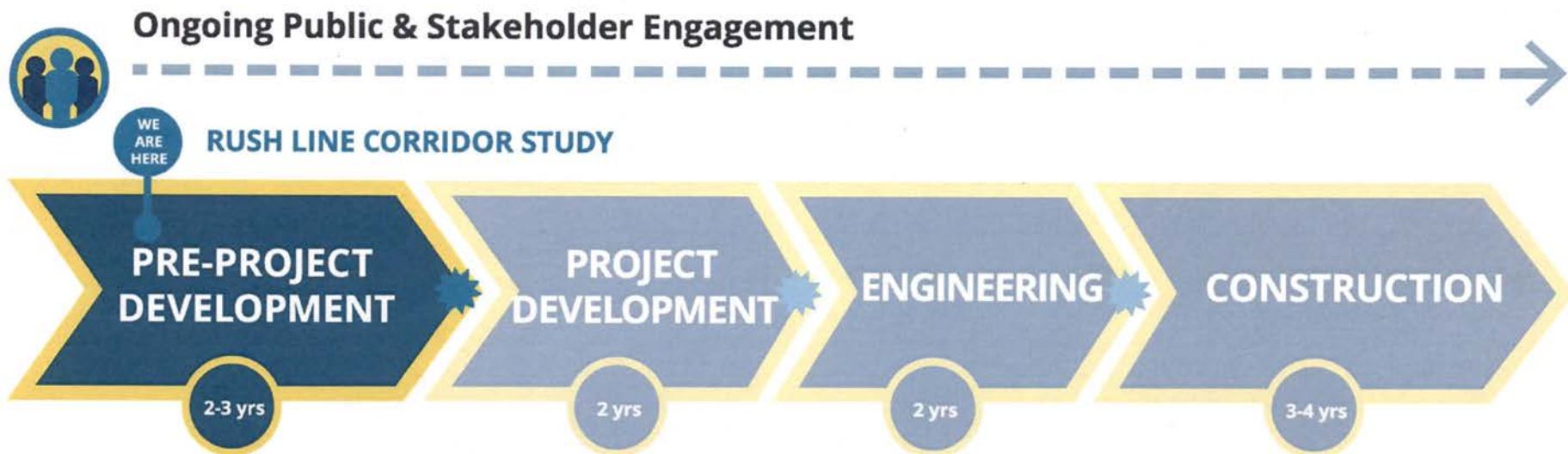
March 15, 2016

Pre-Project Development Study Area

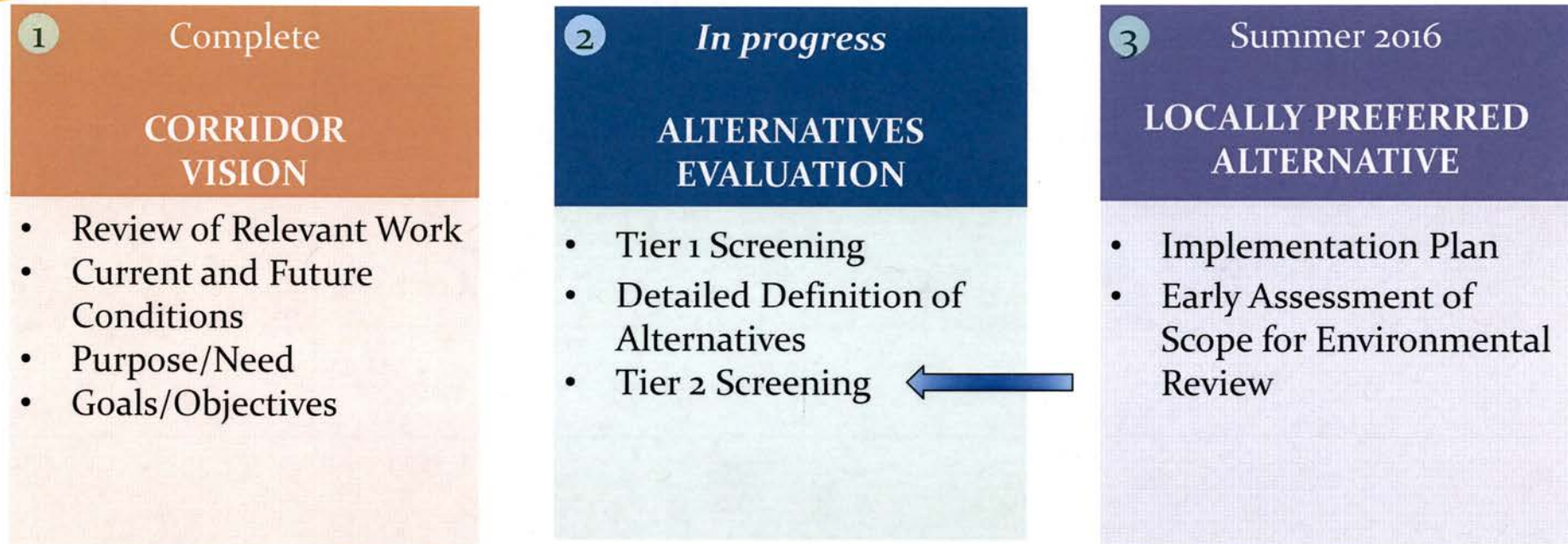
- 30-mile study area between Union Depot in St Paul and Forest Lake
- Connects major destinations, neighborhood activity centers and job concentrations
- Serves diverse and growing population



Project Implementation Process



Pre-Project Development Study Milestones



Strategic Communications / Public and Stakeholder Outreach



Need for Improved Transit

#1 Sustainable Growth and Development

↑ 24% Forecasted population growth by 2040

Forecasted employment growth by 2040 **↑ 30%**

#2 Serve People Who Rely on Transit

46,100 Number of people over age 65

People living below poverty line since 2000 **↑ 55%**

↓ 11% Median household income

#3 Sustainable Travel Options are Limited

↑ 17% Commute times between 35-90 minutes

Traffic volumes are increasing

↑ 3% I-35E **↑ 9%** Hwy. 61



#4 Transit Demand is Increasing

Transit demand in northern oriented routes **↑ 10%**



Demand by route type

- ↑ 33%** Express
- ↑ 9%** Suburban Local
- ↑ 3%** Urban Local

Tier 1 Routes

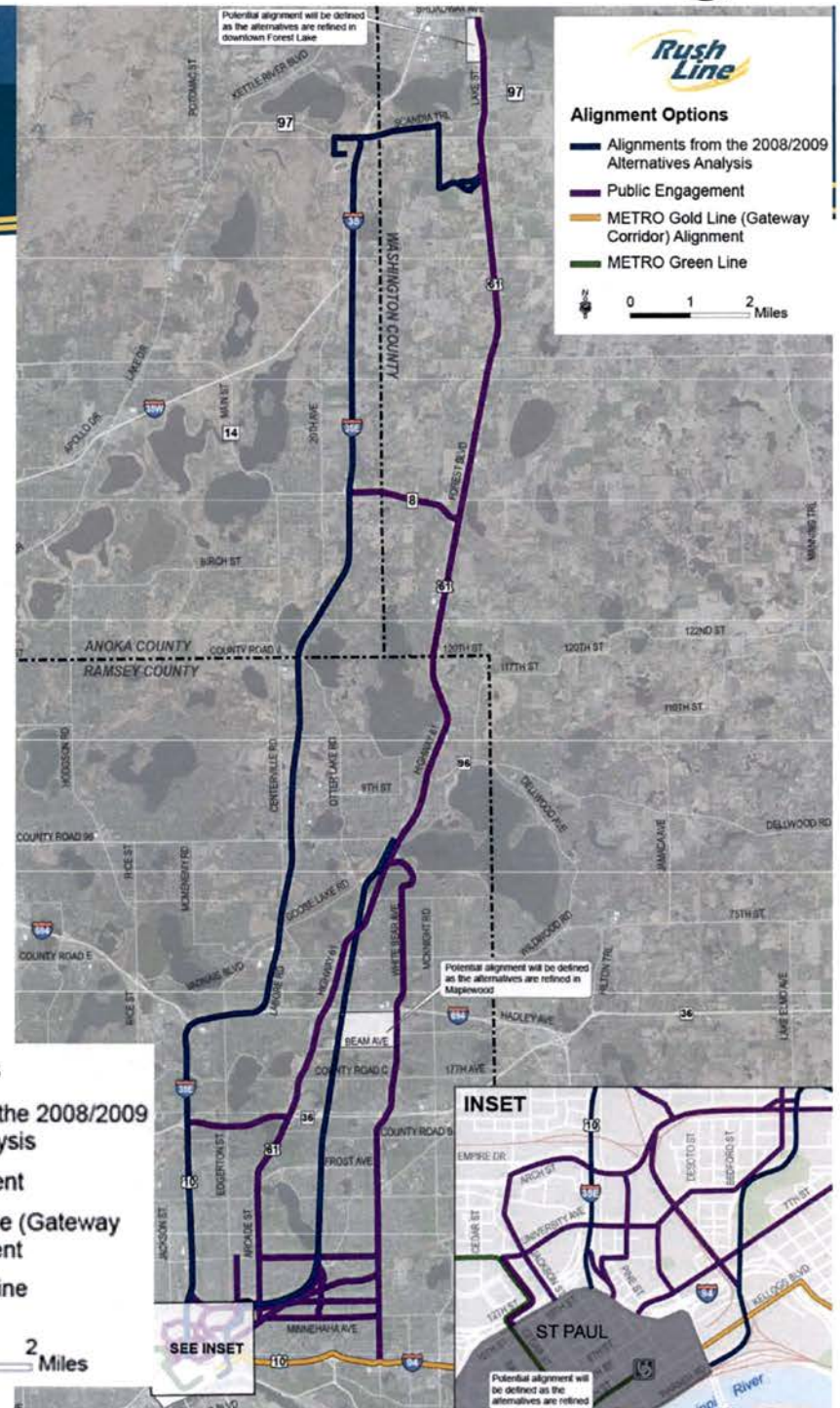
- Identified through previous studies and public engagement efforts



Alignment Options

- Alignments from the 2008/2009 Alternatives Analysis
- Public Engagement
- METRO Gold Line (Gateway Corridor) Alignment
- METRO Green Line

0 1 2 Miles



Tier 1 Screening Criteria

- Environmental
 - If property (right-of-way) is insufficient or too constrained
-
- Land use
 - Low-density existing and planned land uses
 - Capital cost
 - More than \$1 billion
 - Travel time
 - More than 75 minutes
-
- Policy Analysis



Transit Vehicles Considered

MODE	Frequency	Runningway		System Length	Capital Costs	Station Spacing
	How often does a typical bus or train arrive at a stop?	Does a typical bus or train travel in mixed traffic or its own dedicated lane?	Mixed Traffic Dedicated Guideway	From end-to-end, how far does a typical bus or train travel?	What is the relative cost to construct this mode?	What is the average mileage between each station for this mode?
All-Day Frequent Service	 Arterial Bus Rapid Transit (BRT)	Every 7-15 minutes	●	5-15 miles	\$\$	1/4 - 1/2 mile 
	 Streetcar	Every 7-15 minutes	●	1-5 miles	\$	1/8 - 1/4 mile 
	 Light Rail Transit (LRT)	Every 10 minutes	●	10-30 miles	\$\$\$\$\$	1 mile 
	 Diesel Multiple Unit (DMU)	Every 10 minutes	●	20-40 miles	\$\$\$\$\$	1 mile 
	 Dedicated Guideway BRT	Every 10 minutes	●	10-30 miles	\$\$\$\$	1 mile 
	 Commuter Express Service	Every 10-15 minutes	●	10-20 miles	\$\$\$	2 miles 
Commuter Express Service	 Commuter Express Service	Every 30 minutes	●	10-25 miles	\$	3 miles (market specific) 

Transit Vehicles Recommended

Initial Tier 1 Analysis Results

- **Dedicated Guideway BRT** to downtown Forest Lake (along County / Rail ROW)
- **LRT/DMU** to downtown White Bear Lake (along County / Rail ROW)
- **Arterial BRT** to White Bear Lake (along White Bear Avenue and US Highway 61)
- **13** segment options into downtown



Community and Business Input

- 40 events, over 850 conversations, 90 written comments (August – October, 2015)
- What we learned
 - All-day transit service needed
 - Wide range of preferences for transit vehicles and routes
 - Preserve natural spaces
 - Connect people to businesses, services, jobs and education
 - Concern about property and business impacts
 - Pursue highest transit investment possible to make areas more desirable
 - Transit options should also be cost-effective



Developer Roundtable Input

- Area Developers and Real Estate Professionals Weigh In On Transit Study
- What we learned
 - Transit should serve downtowns and growing areas
 - Transit can support affordable housing
 - Alignment and station location affects development planning
 - Parking options an ongoing need, often market driven versus zoning issue



Changes based on feedback

- Add one BRT and one LRT alternative generally along White Bear Avenue
- Additional flexibility in BRT and LRT options
- More detailed evaluation of potential natural environment and cultural resources impacts



Tier 2 Screening Process

Detailed Definition and Evaluation of Alternatives

**Define the
Alternatives**



**Evaluate the
Alternatives**



Identify LPA

**Station
Locations**

Transit Vehicles

Footprint

Service Plan

Cost

Ridership

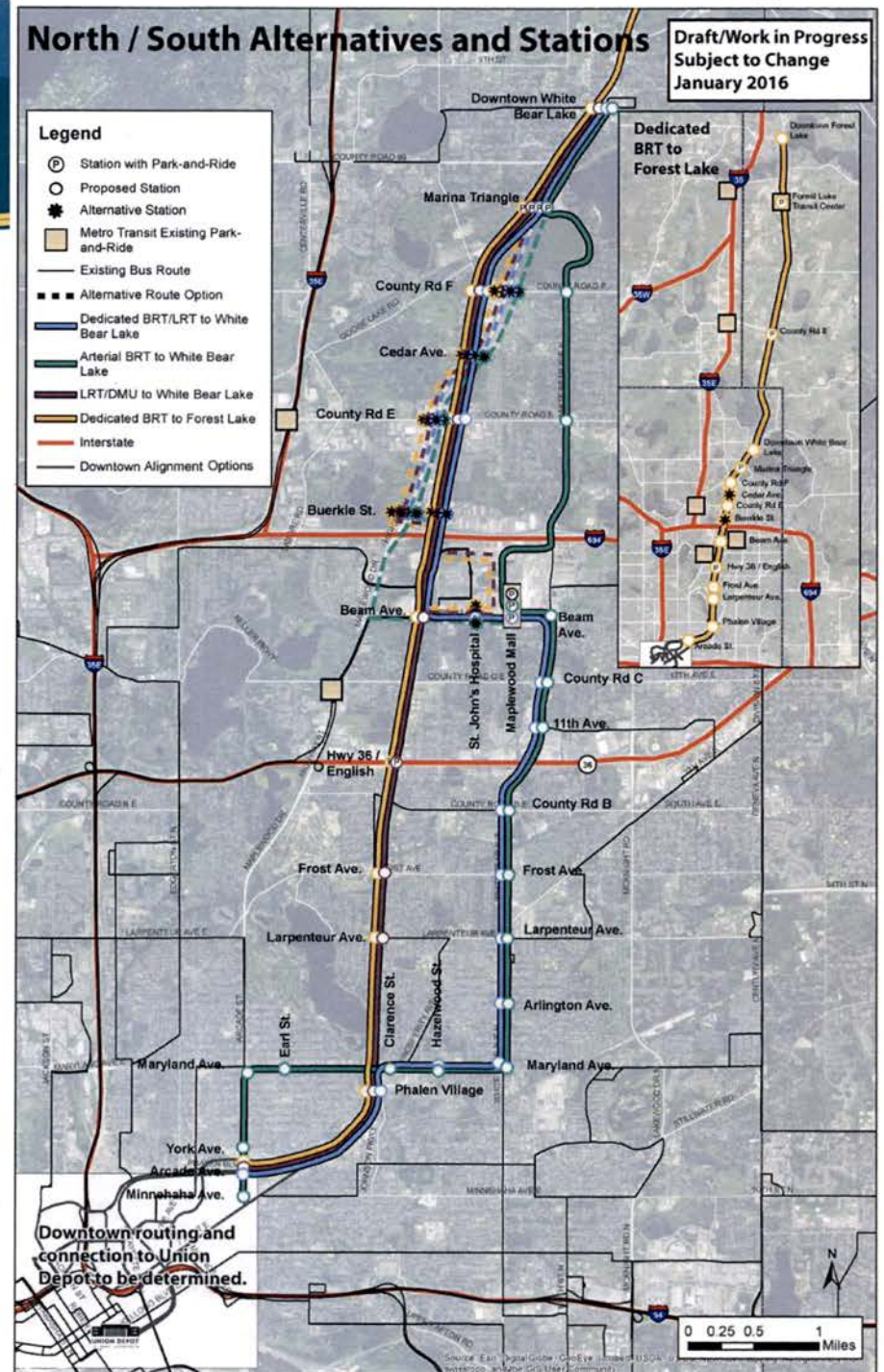
Impacts

Benefits



Potential Station Locations

- Identified based on:
 - Community input
 - Nearby major employers
 - Community destinations
 - Key intersections
 - Connecting bus routes
 - Station Spacing Guidelines



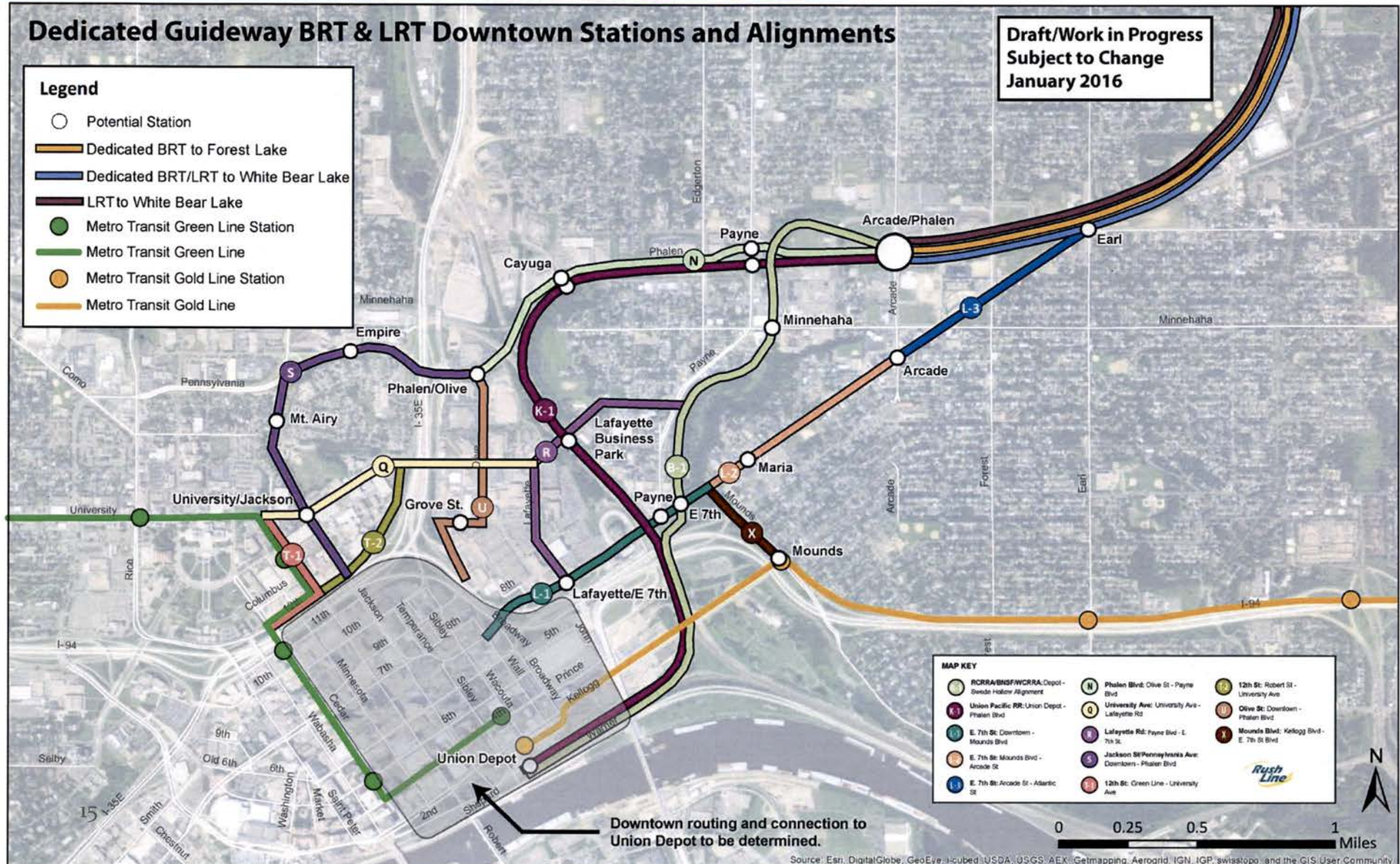
Routing into Downtown

Dedicated Guideway BRT & LRT Downtown Stations and Alignments

Draft/Work in Progress
Subject to Change
January 2016

Legend

- Potential Station
- Dedicated BRT to Forest Lake
- Dedicated BRT/LRT to White Bear Lake
- LRT to White Bear Lake
- Metro Transit Green Line Station
- Metro Transit Green Line
- Metro Transit Gold Line Station
- Metro Transit Gold Line



Downtown routing and connection to Union Depot to be determined.

Downtown Routing Workshops

Workshop #1

December 15, 2015 (4 – 6 p.m.)

- Review existing conditions
- Identify preliminary downtown routing and station preferences

Workshop #2

January 26, 2016
(4 – 6 p.m.)

- Develop and refine routing and station preferences

Workshop #3

March 2016

- Confirm and finalize routing and station preferences
- Recommendation to project advisory committees

Ongoing Public Engagement

Jan. – Feb.

March - April

May-June

Website, email and social media updates

**Downtown Routing Stakeholder
Workshops**

**Presentations to
Stakeholder
Groups**

**White Bear
Avenue
Outreach**

**Neighborhood
Meetings**

**Community
Meetings**

**Presentations to
Stakeholder Groups**



Next Steps

- **January – February 2016**
 - Refine the detailed definition of the Tier 2 alternatives
- **February – April 2016**
 - Conduct Tier 2 detailed evaluation
 - Review initial Tier 2 results with PMT, TAC and PAC
- **May – June 2016**
 - Seek public input on initial Tier 2 results through community and neighborhood meetings
- **June – July 2016**
 - Draft and finalize Locally Preferred Alternative



Question?



STAY INVOLVED IN THE RUSH LINE STUDY

- Make yourself heard on preferred routes, transit vehicles and station locations.

FOR MORE INFORMATION

 www.rushline.org



info@rushline.org

 651-266-2760



www.facebook.com/rushline



[@rushlinetransit](https://twitter.com/rushlinetransit)

The Rush Line Corridor Pre-Project Development Study is a joint local and regional planning effort conducted by the Rush Line Corridor Task Force and led by the Ramsey County Regional Railroad Authority.