



Ramsey County Regional Railroad Authority.  
Records.

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The Ramsey County Regional Railroad Authority met in regular session at 10:240 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair Ortega. Also present were Johanna Berg, Acting County Manager, and Paul Zisla, County Attorney.

**2. Agenda of April 12, 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 of March 15, 2016 are 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   |    |        |        |

**4. Second Amendment to Lease with Jefferson Partners, L.P. at Union Depot (R2016-11)**

**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 renovated Union Depot into a multi-modal transit and transportation hub with space for use by intercity passenger bus services; and



WHEREAS, Jefferson Partners, L.P. operates an intercity passenger bus service company that leases space at Union Depot; and

WHEREAS, A First Lease Amendment was executed May 9, 2014 to enable Jefferson to have a cooperative agreement with Greyhound Lines, Inc. for coordinated passenger bus service using space Jefferson Partners leases at Union Depot; and

WHEREAS, Jefferson Partners coordinates with Greyhound Lines for Greyhound to offer ticketing, scheduling and passenger services at Union and Depot and use the driveways and bus bays for its intercity passenger buses within the terms and conditions of the existing Jefferson lease; and

WHEREAS, The Lease provides for an adjustment in the base rent at prescribed dates and in an amount calculated per a prescribed methodology and which contains two references that have been determined to be in error; and

WHEREAS, The Lease provides for an adjustment of the tenant's share of operating expenses based on the total actual operating cost of the building which results in an unreasonably large burden placed on tenants for operating cost; and

WHEREAS, A Second Lease Amendment has been negotiated to revise the references for the base rent adjustment and replace the operating expense adjustment based on actual operating expenses with one based on an annual three percent (3%) escalation; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a second lease amendment with Jefferson Partners, L.P., Union Depot, 214 4<sup>th</sup> Street East, St. Paul, MN 55101; and Be It Further

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

**5. Request for Proposals for the Management and Operation of a Restaurant and Catering at Union Depot (R2016-12)**

**VOTING**

Motion by: Jim McDonough

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 Ramsey County Regional Railroad Authority renovated Union Depot into a multi-modal transit and transportation hub; and

WHEREAS, The Renovation includes space for passengers and providers of transportation services, a bike center, office and retail, and several event venues; and

WHEREAS, The Ramsey County Regional Railroad Authority intends to seek one qualified proposer to provide a new restaurant experience at Union Depot and provide catering in the event spaces; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority is authorized to issue a Request for Proposals for the Management and Operation of a restaurant and catering at Union Depot, in accordance with County Board policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a vendor.

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

**ADJOURNMENT**

Chair Ortega declared the meeting adjourned at 10:31 am.

  
Sandra Jacobson  
Administrative Secretary

Regional Railroad Authority Meeting  
April 12, 2016 – ROLL CALL

Created minutes  
4.14.16

Call to Order: 10:24 AM

1. ATTENDANCE ROLL CALL

|                    | PRESENT                             | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

2. Agenda of April 12, 2016 is presented for approval

Moved: JM

Seconded: VR MM

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3. Minutes from March 15, 2016 are presented for approval

Moved: BH

Seconded: VR

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**PRESENTATION / INFORMATION ITEM**

**4. Second Amendment to Lease with Jefferson Partners, L.P. at Union Depot**

Moved:

TC

Seconded:

VR

YEA

NAY

ABSENT

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

|                                     |                          |                          |
|-------------------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**5. Request for Proposals for the Management and Operation of a Restaurant and Catering at Union Depot**

Moved:

JM

Seconded:

TC

YEA

NAY

ABSENT

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

|                                     |                          |                          |
|-------------------------------------|--------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**CORRIDOR UPDATES**

**ADJOURNMENT**

Meeting adjourned at

10:31

am.



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

## **AGENDA**

**Tuesday, April 12, 2016**  
**Immediately following the County Board Meeting**

Council Chambers – Third Floor Court House  
15 W. Kellogg Blvd., St. Paul, MN 55102

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**1. ROLL CALL**

**2. Agenda of April 12, 2016 is Presented for Approval**

Approve the Agenda for April 12, 2016.

**3. Minutes of March 15, 2016 are Presented for Approval**

Approve the minutes of March 15, 2016.

**4. Second Amendment to Lease with Jefferson Partners, L.P. at Union Depot**

1. Approve a second lease amendment with Jefferson Partners, L.P., Union Depot, 214 4<sup>th</sup> Street East, Suite K100, St. Paul, MN 55101, for space in Union Depot, 214 4<sup>th</sup> Street East, St. Paul, MN 55101.
2. Authorize the Chair to execute the second lease amendment.

**5. Request for Proposals for the Management and Operation of a Restaurant and Catering at Union Depot**

Authorize the issuance of a Request for Proposals (RFP) for the management and operation of a restaurant and catering at Union Depot, in accordance with County Board policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a vendor.

**CORRIDOR UPDATES**

**ADJOURNMENT**

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-23

Committee: Regional Railroad Authority

Meeting Date: 4/12/2016

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**SUBJECT**

**Agenda of April 12, 2016 is presented for approval**

**REQUESTED ACTION**

Approve the Agenda for April 12, 2016.

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-25

Committee: Regional Railroad Authority

Meeting Date: 4/12/2016

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**SUBJECT**

**Second Amendment to Lease with Jefferson Partners, L.P. at Union Depot**

**REQUESTED ACTION**

1. Approve a second lease amendment with Jefferson Partners, L.P., Union Depot, 214 4<sup>th</sup> Street East, Suite K100, St. Paul, MN 55101, for space in Union Depot, 214 4<sup>th</sup> Street East, St. Paul, MN 55101.
2. Authorize the Chair to execute the second lease amendment.

**EXECUTIVE SUMMARY**

The Ramsey County Regional Railroad Authority (RCRRA) renovated Union Depot into a multi-modal transit and transportation hub with space for use by intercity passenger bus services. Jefferson Partners, L.P., operating under the name of Jefferson Lines, entered into a 20 year lease with RCRRA in January 2013. The lease addresses space at Union Depot for office use, passenger services, ticketing, baggage, use of the driveways and two bus bays to provide intercity passenger bus service.

A lease amendment was executed May 9, 2014 to enable Jefferson to have a cooperative agreement with Greyhound Lines, Inc. for coordinated passenger bus service using space Jefferson Partners leases at Union Depot. Jefferson coordinates with Greyhound for Greyhound to offer ticketing, scheduling and passenger services at Union Depot and use the driveways and bus bays for its intercity passenger buses within the terms and conditions of the existing Jefferson lease.

A second lease amendment has been negotiated to revise several provisions of the lease.

The lease provides for an adjustment in the base rent at prescribed dates and in an amount to be calculated per the prescribed methodology. Two references within the lease related to the rent adjustment and methodology have been determined to be in error and will be corrected through the second amendment.

The lease provides for an adjustment of the tenant's share of operating expenses based on the total actual operating cost of the building. It has been determined that this method of allocating operating expenses at Union Depot results in an unreasonably large burden placed on tenants for operating cost, one that was not originally anticipated or intended. Consistent with leases executed subsequent to that with Jefferson Lines, the second amendment replaces the operating expense adjustment based on actual operating expenses with one based on an annual three percent (3%) escalation.

**BUDGETARY IMPACT**

There is no impact to the budget for the change in the methodology of calculating the tenant's share of operating expenses as the budget was based on 3% annual increases consistent with the amendment.

**COUNTY MANAGER COMMENTS**

Ramsey County Regional Railroad Authority approval is required for the execution of the second lease amendment with Jefferson Partners, L.P.

**PREVIOUS ACTION**

On May 6, 2014, the Ramsey County Regional Railroad Authority approved the First Amendment to Lease Agreement between Ramsey County Regional Railroad Authority and Jefferson Partners, L.P. (R14-13).

On December 18, 2012, the Ramsey County Regional Railroad Authority approved the Lease Agreement between Ramsey County Regional Railroad Authority and Jefferson Partners, L.P. (R12-45).

**ATTACHMENTS**

1. Draft Resolution
2. Second Amendment to Lease



Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority renovated Union Depot into a multi-modal transit and transportation hub with space for use by intercity passenger bus services; and

WHEREAS, Jefferson Partners, L.P. operates an intercity passenger bus service company that leases space at Union Depot; and

WHEREAS, A First Lease Amendment was executed May 9, 2014 to enable Jefferson to have a cooperative agreement with Greyhound Lines, Inc. for coordinated passenger bus service using space Jefferson Partners leases at Union Depot; and

WHEREAS, Jefferson Partners coordinates with Greyhound Lines for Greyhound to offer ticketing, scheduling and passenger services at Union and Depot and use the driveways and bus bays for its intercity passenger buses within the terms and conditions of the existing Jefferson lease; and

WHEREAS, The Lease provides for an adjustment in the base rent at prescribed dates and in an amount calculated per a prescribed methodology and which contains two references that have been determined to be in error; and

WHEREAS, The Lease provides for an adjustment of the tenant's share of operating expenses based on the total actual operating cost of the building which results in an unreasonably large burden placed on tenants for operating cost; and

WHEREAS, A Second Lease Amendment has been negotiated to revise the references for the base rent adjustment and replace the operating expense adjustment based on actual operating expenses with one based on an annual three percent (3%) escalation; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a second lease amendment with Jefferson Partners, L.P., Union Depot, 214 4<sup>th</sup> Street East, St. Paul, MN 55101; and Be It Further

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

## SECOND AMENDMENT TO LEASE

**THIS SECOND AMENDMENT TO LEASE** ("Second Amendment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016, and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the state of Minnesota ("RCRRA" or "Landlord"), and Jefferson Partners, L.P., a Delaware limited partnership ("Tenant").

### RECITALS

- A. RCRRA, as Landlord, and Tenant entered into a Lease dated as of January 11, 2013 for the Premises located at Suite K100, Union Depot (the "Lease" or "Original Lease") for Tenant to use the Premises for an office, passenger services, ticketing and baggage handling for Tenant's passenger bus service (the "Lease").
- B. Landlord and Tenant amended the Lease by the First Amendment to Lease dated as of May 9, 2014 to provide for the Expanded Service, as defined in the First Amendment, conform the Lease to the requirements of the Grant Agreement as defined in the Lease, and make other adjustments and modifications as set forth in the First Amendment.
- C. Landlord, and Tenant desire and intend to further amend the Lease to modify the annual adjustment of Additional Rent to paid by Tenant to Landlord with respect to Tenant's Share of Operating Expenses.

**NOW THEREFORE**, in consideration of the foregoing Recitals and the mutual promises in this Second Amendment and other good and valuable consideration, Landlord and Tenant agree as follows:

- 1. **Amendment**. The Lease shall be amended as follows and the term "Lease" shall mean the Lease as amended by this Second Amendment.
- 2. **Recitals**. The Recitals set forth above are incorporated herein.
- 3. **Additional Rent and Adjustment**. Section 3.4 of the Lease of the Lease is amended by deleting the language in 3.4 as stated in the Original Lease and inserting the following:

Notwithstanding the foregoing, Landlord and Tenant hereby agree that the amount of Tenant's Share of Operating Expenses, Real Estate Taxes and Rental Taxes (all of which together are included as Additional Rent) during the first calendar year of the Term, which shall be deemed to be the time period starting the Commencement Date and ending December 31, 2013 shall be calculated at the rate of \$8.0 a square foot for each square foot of leasable area of the Premises. Commencing as of January 1, 2014, each calendar year of the term the amount of Additional Rent to be paid by Tenant to Landlord shall be increased by 3% of the amount established for the immediately preceding calendar year. As to each calendar year of the Term and each partial calendar year during the Term after the initial calendar year, Landlord shall calculate the computation of the Additional

Rent payable during such calendar year as a result of the adjustment. Said calculation shall be in writing and Landlord shall use reasonable efforts to deliver or mail a statement of the calculation to Tenant at the Premises within ninety (90) days of the close of each calendar year.

4. **Corrections.** Paragraph (i) of the Data Sheet of the Lease is amended by replacing the statement "Exhibit C" with the statement "Exhibit D". Section 7 of the First Amendment is amended by replacing the statement "Paragraph (h)" with the statement "Paragraph (i)" and by replacing the statement "Exhibit C" with the statement "Exhibit D".

5. **Affirmation of Lease.** Except as amended by this Second Amendment, all terms and conditions of the Lease shall remain unchanged and in full force and effect.

6. **Effective Date.** This Second Amendment shall only be effective upon execution hereof by both parties.

**IN WITNESS WHEREOF**, the parties have caused this Second Amendment to amend the Lease on the terms and conditions set forth herein as of the day and year first written above.

LANDLORD:

TENANT:

RAMSEY COUNTY  
REGIONAL RAILROAD AUTHORITY

JEFFERSON PARTNERS, L.P.  
By JEFFERSON BUS COMPANY, a Minnesota  
Corporation, General Partner

\_\_\_\_\_  
Rafael E. Ortega, Chair

\_\_\_\_\_  
Steve Woelfel, President

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

Date: 3-22-16

Approval recommended:

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

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

Approved as to form:

By: \_\_\_\_\_  
Assistant Ramsey County Attorney

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

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-24

Committee: Regional Railroad Authority

Meeting Date: 4/12/2016

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**SUBJECT****Request for Proposals for the Management and Operation of a Restaurant and Catering at Union Depot****REQUESTED ACTION**

Authorize the issuance of a Request for Proposals (RFP) for the management and operation of a restaurant and catering at Union Depot, in accordance with County Board policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a vendor.

**EXECUTIVE SUMMARY**

The Ramsey County Regional Railroad Authority (RCRRA) renovated Union Depot into a multi-modal transit and transportation hub. The renovation includes space for passengers and providers of transportation services, a bike center, office and retail, and several event venues. RCRRA intends to seek one qualified proposer to provide a new restaurant experience at Union Depot and provide catering in the event spaces.

RCRRA is requesting approval to issue a Request for Proposals (RFP) to manage and operate a restaurant and catering at Union Depot. The RFP will be issued in accordance with County policies and procedures.

The RFP solicits proposals for catering to begin on or about July 1, 2016 along with the successful proposer providing assistance on the design and equipment selection for a restaurant. Restaurant opening is expected on or about January 1, 2017. The RFP provides a mechanism for RCRRA and the successful proposer to negotiate a long-term agreement if continuity of services is in the best interest of RCRRA.

**BUDGETARY IMPACT**

The future restaurant will generate revenue for the Union Depot. At this time, the amount is undetermined. The budgetary impact will be known and included in the Request for Action when the recommendation for selection of a vendor is presented.

**COUNTY MANAGER COMMENTS**

Issuance of an RFP requires Ramsey County Regional Railroad Authority approval and is consistent with the County Board's direction for an open, fair and competitive solicitation process.

Request for Proposals for the Management and Operation of a Restaurant and Catering at  
Union Depot

**PREVIOUS ACTION**

None.

**ATTACHMENTS**

1. Draft Resolution
2. Request for Proposals
3. Lease Drawing
4. Qualifications Form
5. Experience Form

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority renovated Union Depot into a multi-modal transit and transportation hub; and

WHEREAS, The Renovation includes space for passengers and providers of transportation services, a bike center, office and retail, and several event venues; and

WHEREAS, The Ramsey County Regional Railroad Authority intends to seek one qualified proposer to provide a new restaurant experience at Union Depot and provide catering in the event spaces; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority is authorized to issue a Request for Proposals for the Management and Operation of a restaurant and catering at Union Depot, in accordance with County Board policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a vendor.



## **Ramsey County Regional Railroad Authority Request for Proposals ("RFP")**

**RFP #: RRA0000000879**

### **RFP Title: Union Depot Management/Operations Restaurant/Catering**

First Time Solicitation: Yes

Send response to:  
Ramsey County Procurement  
210 Court House  
15 West Kellogg Boulevard  
Saint Paul, MN 55102

**Procurement Specialist Name: Ms. Kyle Rahne**  
**Procurement Specialist Email: [kyle.rahne@co.ramsey.mn.us](mailto:kyle.rahne@co.ramsey.mn.us)**  
**Procurement Specialist Telephone: 651-266-8078**  
**Procurement Specialist Fax: 651-266-8070**

Responses must be received by 2:00 p.m. Central time on May 05, 2016.

#### **THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.**

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. Ramsey County Regional Railroad Authority has no obligation to place an order as a result of this inquiry.

#### **Solicitation Schedule**

Listed below are specific dates and times of actions related to this solicitation. Actions with specific dates and/or times must be completed as indicated unless changed by Ramsey County Regional Railroad Authority ("RCRRA"). With the exception of the anticipated contract start date, in the event that RCRRA or Ramsey County finds it necessary to change any of the specific dates and/or times in the schedule listed below, it will do so by issuing an addendum which will be posted to Onvia DemandStar.

RFP Released: April 13, 2016  
Pre Solicitation Response Conference: April 25, 2016  
Pre Solicitation Response Conference Location: Union Depot, 214 4th Street East, Gateway Conference Room (3rd floor)  
Contractor Questions Due: April 27, 2016  
Addendum with Answers to Questions Issued: April 29, 2016  
Solicitation Responses Due: May 05, 2016  
Solicitation Public Opening: May 05, 2016  
Notice of Interviews: Week of May 16, 2016  
Interviews: Week of May 23, 2016  
Notice of Site Visits: Week of June 01, 2016  
Site Visits: Week of June 06, 2016  
Notice of Intent to Award: June 15, 2016  
Anticipated Contract Start Date: July 01, 2016

#### **Solicitation Description**



Management and Operation of a restaurant and catering at Union Depot.

### **Pre Solicitation Response Conference**

A mandatory pre solicitation response conference will be held at 9:00 AM Central time, on April 25, 2016 at Union Depot, 214 4th Street East, Gateway Conference Room (3rd floor), St. Paul, MN 55101. The purpose of the conference is to discuss the work to be performed and allow Contractors to ask questions concerning the solicitation. Questions and answers will be transcribed and posted on Onvia DemandStar after the meeting in the form of an addendum. Individuals needing an interpreter or individuals with a disability needing accommodation should contact the Procurement Specialist identified above prior to the date set for the pre solicitation response conference so that a reasonable accommodation can be made.

## **1. Project Information**

### **1.1. Purpose**

Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA"), seeks proposals from a qualified "Contractor" for the management and operation of a restaurant and catering at Union Depot. The selected Contractor will be responsible for providing daily food and beverage (including liquor) service at the restaurant and for catering public and private events, including providing concession services at events as requested by RCRRA or by clients holding events at Union Depot. The Contractor will also propose the concept for the restaurant, participate in the design and development of the restaurant, and provide input on the selection of equipment for the restaurant. RCRRA intends to enter into a multi-year agreement with the selected Contractor.

### **1.2. Background Information**

Union Depot is a unique facility playing a major role in the transformation of the Lowertown area of Saint Paul. At its core, Union Depot is a transportation center offering multiple options for travelers. Hundreds of buses and light rail trains serve Union Depot each day. Union Depot is currently home to Metro Transit bus service and Green Line light rail, regional bus service from Jefferson Lines, Greyhound, and megabus, and is once again the train station of the Twin Cities and a part of the Amtrak national train system.

Union Depot welcomes more than 700,000 visitors annually. Early research shows that majority of visitors are local residents with an annual household income \$25,001-\$50,000 annually, and expect to visit Union Depot two to six times in a year. The residential population within Lowertown is experiencing significant growth that is expected to continue for the next several years.

Union Depot also serves as the setting for public events, private functions, arts and cultural festivals, concerts and more. In 2015, Union Depot was the venue for more than 300 events. Over half of these events required catered food and/or beverages. Catering sales in 2015 totaled just over \$1 million. Preferred caterers paid 10% of gross sales to RCRRA. The primary event clients are corporations, non-profits, government entities, and private parties. Union Depot is the only venue in St. Paul, other than the RiverCentre, that can accommodate a sit down dinner of 1,200 people.

Typical events held at Union Depot include, but are not limited to:

- o Corporate meetings
- o Annual galas
- o Larger themed/large scale special events
- o Wedding receptions

Some characteristics of Union Depot include:

- o Historic building, celebrating 90 years in 2016



- o Event space rentals
- o Fully accessible building
- o Exceptional photo opportunities
- o Plentiful parking with affordable rates

The following spaces and tables/chairs within Union Depot are available for event rental:

- o Waiting Room\* (capacity for up to 1,200 banquet and 3,000 reception style)
- o Gateway Conference Room (seats 48 classroom style)
- o Red Cap Room (seats 180 banquet style)
- o Veterans Gallery (seats 100 banquet style)
- o Riverview Conference Room (seats up to 20 conference style)
- o North Plaza (Exterior)
- o East Plaza (Exterior) (picnic table style seating)

\*RCRRA does not own any event equipment (chairs, tables, staging, décor, etc.) for the Waiting Room. Event clients and Contractor will need to work with other preferred vendors to rent these and additional items as needed.

The facility and events at Union Depot are managed by Jones Lang LaSalle (JLL), an international retail and management corporation. The JLL team consists of Property Management and Event Staff. Event Staff will serve as the main point of contact for clients interested in holding events at Union Depot. Space availability and bookings will be coordinated directly by Event Staff. Event Staff will also show the events space to prospective clients, provide them with information on the catering, connect them directly to the Contractor, and will communicate all policies related to Union Depot and event location rental. The client will work directly with the Contractor related to its catering requirements.

### **1.3. Scope of Services**

The Contractor shall manage and operate a restaurant and catering at Union Depot.

#### **1.3.1 General**

Establish, manage and operate a restaurant at Union Depot in the area designated on the attached drawing as Suite 100 and M205 Restaurant Space. The combined space is approximately 6,800 square feet. The Contractor will coordinate operation of the restaurant with the Property Manager to include menu development, pricing and service quality. The Contractor will also serve as the building's caterer, providing food and beverage service (alcoholic and non-alcoholic) for events taking place at Union Depot. Contractor shall furnish all labor, supplies, and materials necessary or incidental, to the provision of daily food and beverage (including liquor) service and catering. RCRRA will complete the build out of the restaurant and shall own all of the built-in equipment, such as major appliances. The Contractor will provide assistance in the areas of design, finishes, furnishings, and equipment selection for the restaurant within the overall project schedule and budget. RCRRA will have responsibility for final design and construction.

RCRRA seeks to achieve the highest possible revenue return while providing high-quality service to the public from the individual or organization selected to manage and operate the catering and restaurant.

#### **1.3.2 Specific Services**

The Contractor selected will be required to perform the following services:

- o Promote, manage and operate a year round full-service food and beverage restaurant operation including liquor bar, and also catering services (including food, alcoholic and non-alcoholic beverages) for events at Union Depot.
- o Secure and maintain, at the Contractor's sole cost, an on-sale liquor license, during the term of the Agreement, from the City of Saint Paul.
- o Market Union Depot for special events such as, but not limited to, wedding receptions,

private parties and meetings throughout the year.

- o Provide furnishing, fixtures and kitchen equipment at the Contractor's discretion in addition to that which RCRRA will provide, and which shall remain the property of the Contractor at the termination of the agreement. (i.e. cooking equipment, pots, pans, dinnerware, glassware, linens, décor, etc.)

- o Contractor must assure action shall be taken promptly, within 24 hours, to resolve any complaints which Property Manager may receive regarding the Contractor's performance.

- o Contractor will provide catering services to clients and at all times shall collectively use its knowledge, experience, and expertise to expeditiously and cost effectively deliver the optimal mix of skills and resources to evaluate, develop, design and execute solutions which support client's event.

Additional details on the required services are as follows:

- a. Restaurant Menu: Breakfast, lunch, and dinner items must be provided as well as beverages (alcoholic and non-alcoholic). In addition, a "grab-and-go" food and beverage area or options must be provided. It is preferred the Contractor have a variety of menu items in the low to medium price range, including beverages.

- b. Catering Menu: Menu must include buffet and plated options for breakfast, lunch, and dinner as well as beverages (alcoholic and non-alcoholic). In addition, continental breakfast and box lunch options are necessary.

- c. Retail Products: Contractor may be responsible for selling retail products consisting of: t-shirts, sweatshirts, hats and other Union Depot branded merchandise. Contractor and RCRRA will collaborate on what items should be sold and the price point.

- d. Hours of Operation: The restaurant should be open to accommodate travelers that use the building. Minimum hours of operation are expected to be:

Monday -- Sunday, 7:00 a.m. to 11:00 p.m.

Additional hours of operation may be proposed by the Contractor and approved by RCRRA.

Catering hours will vary and will be determined with the client for each event.

- e. Operating Standards: The Contractor shall be responsible for meeting all federal, state and local health standards that may be associated with the operation of the restaurant and catering businesses. The Contractor's service shall be timely, attentive and courteous. Service shall be conducted in a professional manner.

- f. Staff: All staff required to manage the restaurant operations and catering services will be hired and paid for by the Contractor. Staff must be attentive and courteous and provide services in a professional manner. All staff must wear a uniform mutually agreed upon by the Contractor and RCRRA. Uniforms will be at the expense of the Contractor and/or Contractor's employees.

#### 1.3.3 Restaurant Expenses

- a. Build-out Costs: All build-out costs for the restaurant shall be the responsibility of RCRRA. This includes interior construction and/or renovation, purchase and installation of fixtures, furniture and built in equipment, and restaurant signage. This also includes replacement of equipment at the end of its useful life.

- b. Utilities: All phone and data line utility fees used in operation of the restaurant will be the responsibility of the Contractor. All electrical power, natural gas, water and sewer used onsite in the operation of the restaurant and catering services shall be the responsibility of RCRRA.

- c. Maintenance: Maintenance and replacement of items provided by the Contractor will be the responsibility of the Contractor. Maintenance of equipment, fixtures, and furniture that is provided by RCRRA will be the responsibility and cost of the Contractor. The Contractor is

responsible for janitorial services for the restaurant. The Contractor shall be responsible for replacement or repair of RCRRRA provided items if damaged due to Contractor misuse and/or negligence.

**1.3.4 Exclusivity**

Contractor will be designated as the caterer for all catering requirements at Union Depot unless RCRRRA grants an exception. RCRRRA reserves the right to grant exceptions and allow other caterers and food and beverage vendors on a restricted basis where the catering requirements are unique, or integral to the event itself, or if Contractor is unable to accommodate the requirements.

**1.4. Contractor Qualifications**

Contractors that submit a response to the RFP must meet ALL of the following qualifications:

- a. A minimum of five years' experience successfully managing a restaurant operation and/or catering business in the St. Paul/Minneapolis Metropolitan Area
- b. Ability to offer an affordable menu with diverse choices including locally sourced fare
- c. Executed events for large organizations locally and/or nationally and internationally
- d. Experience working on large 1,000+ person events
- e. Have seasoned staff
- f. Experience managing concessions
- g. Must provide both food and beverage (non-alcoholic and alcoholic).
- h. Must demonstrate a commitment to work with RCRRRA and Event Staff to support and promote events at Union Depot.
- i. Must be licensed and bonded to sell prepared food in St. Paul and also possess a State Caterer's Permit or demonstrated ability to obtain proper licensing. Must adhere to all licensing requirements for both catering and beverage service
- j. Must be licensed and bonded to serve and sell alcoholic beverages in St. Paul and also possess all appropriate permits required by law or demonstrated ability to obtain proper licensing.
- k. Selected provider must be able to provide customers with both hosted bar and cash bar options for catered events.

**1.5. Contract Term**

The anticipated term of the resulting Agreement shall be from July 01, 2016 and shall continue for five (5) years and may not be renewed.

**1.6. Costs**

**1.6.1.**

The resulting contract fee shall be a rate setting contract without a not to exceed threshold.

**1.6.2.**

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the work.

**1.6.3.**

The contractor is understood to have included in its response price any *applicable* State or Federal sales, excise or other tax on all materials, supplies and equipment that are to be utilized. Do not itemize tax separately.

**1.7. Subcontractors**

Subcontractors will not be allowed.

## **1.8. Special Conditions**

### **1.8.1.**

Section 1.5 above is restated as follows:

The anticipated term of the resulting Agreement shall be from July 01, 2016 and shall continue for five (5) years. RCRRRA reserves the right to negotiate a renewal term, not to exceed five years, if continuity of services is in the best interest of RCRRRA.

## **2. General Solicitation Standard Terms and Conditions**

### **2.1. Solicitation Process**

RCRRRA will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation. RCRRRA expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all solicitation responses. RCRRRA reserves the right to waive any minor irregularities in the solicitation process. All communications during the solicitation process shall be directed to the solicitation contact assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other RCRRRA or Ramsey County employees or elected officials at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

### **2.2. Solicitation Questions**

All questions concerning this solicitation shall be submitted in writing to the solicitation contact at the fax number or email address listed above.

### **2.3. Pre Solicitation Response Conference**

The purpose of a pre solicitation response conference is to answer questions, clarify ambiguities and respond to general issues in order to establish a common basis for understanding all of the solicitation requirements. A written summary of the outcome of the conference shall be posted to Onvia DemandStar in the form of an addendum. Contractors shall rely only on the provisions of this solicitation document and any addenda in preparing a solicitation response.

### **2.4. Solicitation Addenda**

Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

### **2.5. Collusion**

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, RCRRRA or Ramsey County employees or RCRRRA or Ramsey County Board members. Evidence of such activity will result in rejection of the solicitation response.

### **2.6. Solicitation Response Format and Content**

Contractors shall include the following forms and information in their solicitation responses. Responses should be a maximum of 30 pages, including attachments.

#### **2.6.1.**

Completed Solicitation Response Form, attached.

#### **2.6.2.**

Completed Contractor Information and Reference Form, attached.

**2.6.3.**

Resumes of key Project participants, including prior projects of similar size and scope for which the participants played the same or a similar role as proposed for RCRRA's project.

**2.6.4.**

A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, and the status of each claim.

**2.6.5.**

Qualifications Form, attached

**2.6.6.**

Experience Form, attached

**2.6.7.**

Company Overview and Business Plan

Provide a business plan for the management and operation of the restaurant and catering to include at a minimum:

- a. Restaurant concept
- b. Operations plan
- c. Organization and staffing – How long will it take your team to get up-to-speed on our property? What process will you utilize to get up-to-speed on our property?
- d. Marketing plan for both the restaurant and catering to promote and book the venue for other events.
- e. Daily operating hours, menu and pricing structure
- f. Approach to banquet services, menu and pricing structure – Describe how the catering team will be structured if your company is selected. Who would be the main contact for Union Depot event clients?
- g. List of retail products you may want to offer

**2.6.8.**

Cost Proposal

RCRRA requests a cost proposal from contractors that includes all revenue generated from restaurant, catering (including off-site events catered from the kitchen facility at Union Depot) and retail, and all expenses expected to be incurred, to generate this projected revenue.

For purposes of the cost proposal consider the period of July 1, 2016 to June 30, 2021 with catering services to be effective as of September 1, 2016 and an opening of the restaurant on December 1, 2016. Include at a minimum:

- a. A five year projected financial performance, including all revenue and expenses;
- b. A proposed minimum base fee and percentage of gross sales.

**2.6.9.**

In-Person Interview

Selected contractors will be scheduled for an in-person interview (which may include a food tasting) to be conducted between May 14, 2016 and June 3, 2016. Additional information will be provided upon selection to participate in an interview.

**2.6.10.**

Submission of a solicitation response constitutes agreement by the contractor that it has read and will comply with all provisions in this solicitation document, including the General Contract/Agreement Terms and Conditions, and any addenda issued, and not on oral statements.

**2.6.11.**

Solicitation responses shall be signed by a contractor representative authorized to bind the contractor.

**2.6.12.**

RCRRA reserves the right to accept or reject any and all solicitation responses received and waive any and all minor irregularities.

**2.7. Response Submission**

Contractors must submit one original and 7 copy (ies) of the solicitation response in writing and unbound. The original shall be submitted in a sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. The requested copies shall be packaged together, in a separate sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. Proposal responses must be received no later than 2:00 P.M., Central time, on May 05, 2016. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name will be read at public opening.

**2.8.**

In addition, contractors shall include a complete copy of the solicitation response in the following electronic format(s):

One PDF of the proposal response on a jump drive or CD enclosed in the sealed envelope with the original hard copy proposal.

**2.9. Solicitation Response**

**2.9.1.**

Upon submission, a solicitation response becomes the property of RCRRA and will not be returned. RCRRA retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minn. Stat. §13.591 governing data practices.

**2.9.2.**

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

**2.10. Conditioning Solicitation Responses Upon Other Awards Not Acceptable**

Solicitation responses conditioned upon receiving award of both the particular contract being solicited and another RCRRA or Ramsey County contract shall be rejected.



## **2.11. Solicitation Response Mistakes**

### **2.11.1.**

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initialed by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to RCRRRA will prevail.

### **2.11.2.**

Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.

### **2.11.3.**

If the solicitation response includes a unit price calculation and the Contractor has made an error when calculating the extended price, the unit price shall be used for contract award.

## **2.12. Evaluation and Selection Process**

### **2.12.1. Creation of Evaluation Team**

RCRRRA shall create an Evaluation Team consisting of RCRRRA and Ramsey County employees, consultants, or community representatives who represent different backgrounds, experience, subject matter, and departments. After the submission date and time, contractors may have direct communications with Evaluation Team members, RCRRRA or Ramsey County employees, RCRRRA or Ramsey County elected officials, and RCRRRA or Ramsey County consultants only in response to a request from RCRRRA or Ramsey County. Violation of this provision shall disqualify the contractor from further consideration.

### **2.12.2.**

The Evaluation Team shall evaluate the written solicitation responses using the following Evaluation Criteria, with the identified maximum points values:

#### **Evaluation Criteria and Maximum Points Value**

- 20 Contractor Qualifications (experience, training, technical and professional ability)
- 10 Key Personnel Qualifications (experience, training, technical and professional ability)
- 20 Cost
- 20 Business Plan
- 10 Marketing Plan
- 20 Interview

#### **100 Total Possible Points**

### **2.12.3.**

RCRRRA reserves the right to interview any or all proposers, or to require a demonstration or a site visit at its discretion. RCRRRA is not responsible for any costs incurred by the proposer in preparing for or participating in an interview, demonstration, or site visit.

**2.12.4.**

If interviews are required, Contractors selected for interviews shall be given enough time to make necessary interview preparation and travel arrangements. All Contractors interviewed shall be given the same amount of time for the interview.

**2.12.5.**

RCRRA reserves the right to request any additional information at any stage of the solicitation process. Compliance shall be at the contractor's expense.

**2.13. Selection**

**2.13.1.**

RCRRA is not bound to accept the lowest cost.

**2.13.2.**

RCRRA reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of Contractors as RCRRA deems to be in its best interests.

**2.13.3.**

A written Notice of Intent to Award shall be sent to the contractor(s) who scored the highest in accordance with the evaluation criteria as stated in the solicitation document.

**2.14. Notice of Intent to Award**

The following must be submitted in response to a Notice of Intent to Award Letter within 10 business days:

**2.14.1.**

Taxpayer Identification Number and Certification, I.R.S. Form W-9

**2.14.2.**

PDF of Contractor's current status with the Minnesota Secretary of State's Certificate of Registration. **All Contractors, with the exception of Sole Proprietors, shall be properly registered with the State of Minnesota and submit proof of active registration prior to contract award.** Contractor's whose main office is not in the State of Minnesota must register with the State of Minnesota as a Foreign vendor and provide a PDF of your status with the Minnesota Secretary of State's Certificate of Registration.

**2.14.3.**

Certificate of Insurance (COI)

**2.15. Public Notice**

RCRRA and Ramsey County uses Onvia DemandStar "DemandStar" to release all competitive solicitations and associated addenda. Onvia offers contractors immediate and automatic notification of solicitation announcements, documents, results, and prior solicitation information 24 hours a day, 7 days a week. Subscription to DemandStar is free by following the DemandStar Registration Instructions. Contractors may contact DemandStar directly by calling 1-800-711-1712. Construction related solicitations shall be published in the County's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in the County's official newspaper for at least two weeks. Public notice of the solicitations shall include a reasonable time to allow for receipt of solicitation responses.



## **2.16. Trade Secret Information**

### **2.16.1. Trade Secret Information Caution**

Solicitation response data marked as, for example, "confidential" or "proprietary" or other similar designation, will not be considered by RCRRRA to be Trade Secret Information within the meaning of Minnesota Statutes Chapter 13 unless the data meet the criteria set forth in Section 13.37, subd. 1(b)

### **2.16.2. No Contingency**

The solicitation response shall not be contingent on RCRRRA accepting the contractor's claim that certain data is Trade Secret Information within the meaning of Minnesota Statute Section 13.37, subd. 1(b)

### **2.16.3. Trade Secret Information Review**

RCRRRA review of data identified as Trade Secret Information will not occur unless and until such time as an appropriate request for the data is made by a third party

### **2.16.4. Notice of Request for Trade Secret Information**

At such time as an appropriate request for data identified in a response as Trade Secret Information is made, RCRRRA will provide the responder with notice of the request for the Trade Secret Information

## **2.17. Only One Solicitation Response Received**

If only one solicitation response is received, an award may be made to the single Contractor if RCRRRA finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

## **3. General Contract/Agreement Terms and Conditions**

### **3.1. Contract Term and Schedule**

Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

### **3.2. Payment**

#### **3.2.1.**

No payment will be made until the invoice has been approved by RCRRRA.

#### **3.2.2.**

Payment shall be based on a negotiated payment schedule.

### **3.3. Application for Payments**

#### **3.3.1.**

The Contractor may not submit invoices more than once a month.

#### **3.3.2.**

Invoices for any goods or services not identified in this Agreement will be disallowed.

**3.3.3.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

**3.3.4.**

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by RCRRA.

**3.3.5.**

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

**3.3.6.**

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

**3.4. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of RCRRA.

**3.5. Successors, Subcontracting and Assignment**

**3.5.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to RCRRA in respect to all covenants, contracts and obligations contained in this Agreement.

**3.5.2.**

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of RCRRA and subject to such conditions and provisions as RCRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

**3.6. Compliance With Legal Requirements**

**3.6.1.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

### **3.6.2.**

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

## **3.7. Data Practices**

### **3.7.1.**

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

### **3.7.2.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA or Ramsey County data is contained or which are used to access RCRRA or Ramsey County data in the course of providing services under this Agreement. Access to RCRRA and Ramsey County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all RCRRA and Ramsey County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give RCRRA and Ramsey County written verification that the data has been purged.

## **3.8. Security**

### **3.8.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

### **3.8.2.**

Contractors shall report to RCRRA and Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to RCRRA and Ramsey County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as RCRRA and Ramsey County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

**3.8.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

**3.8.4.**

RCRRA retains the right to inspect and review the Contractor's operations for potential risks to RCRRA and Ramsey County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

**3.8.5.**

All RCRRA and all Ramsey County data and intellectual property stored in the Contractor's system is the exclusive property of RCRRA and Ramsey County respectively.

**3.9. Indemnification**

The Contractor shall indemnify, hold harmless and defend RCRRA and Ramsey County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which RCRRA or Ramsey County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

**3.10. Contractor's Insurance**

**3.10.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

**3.10.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to RCRRA contracting department evidencing such coverage to RCRRA throughout the term of this Agreement.

**3.10.3.**

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

**3.10.3.1.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

**3.10.3.2.**

RCRRA and Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to operations of the Contractor, using ISO endorsement form CG 2026 or the equivalent.

**3.10.4.**

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

**3.10.4.1.**

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

**3.10.4.2.**

RCRRA, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of RCRRA.

**3.10.5.**

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

**3.10.6.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

**3.10.7.**

If the Contractor is driving on behalf of RCRRA as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

**3.10.8.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to RCRRA upon written request.

**3.10.9.**

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

**3.10.10.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to RCRRA.

**3.10.11.**

All Certificates of Insurance shall provide that the insurer give RCRRA prior written notice of cancellation or non-renewal of the policy as required by the provisions of Minn. Stat. Ch. 60A, as applicable.

**3.10.12.**

The Contractor shall provide RCRRA with prior notice of any lapse in the insurance required under this Agreement including cancellation and/or non-renewal or material change in coverage. The Contractor who is providing services on behalf of RCRRA shall notify its insurer that RCRRA is requiring third party notice of mid-term cancellation per Minn. Stat. §60A.36, Subd. 2a.

**3.10.13.**

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

**3.10.14.**

A Crime and Fidelity Bond is required if the Contractor is handling money for RCRRA or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

**3.11. Audit**

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

**3.12. Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

RCRRA: xxx

Contractor: xxx

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

**3.13. Non-Conforming Services**

The acceptance by RCRRA of any non-conforming goods/services under the terms of this Agreement or the foregoing by RCRRA of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of RCRRA's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of RCRRA provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**3.14. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to RCRRA for damages sustained by RCRRA by virtue of any breach of the



contract by the Contractor. RCRRRA may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due RCRRRA from the Contractor is determined.

### **3.15. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RCRRRA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

### **3.16. Respectful Workplace and Violence Prevention**

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

### **3.17. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

### **3.18. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of RCRRRA Commissioners. RCRRRA may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of RCRRRA Commissioners. Upon receipt of the RCRRRA's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to RCRRRA.

### **3.19. Termination**

#### **3.19.1.**

RCRRRA may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify RCRRRA upon the commencement of such proceedings or other action.

#### **3.19.2.**

If the Contractor violates any material terms or conditions of this Agreement RCRRRA may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the

seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

**3.19.3.**

RCRRA may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

**3.20. Interpretation of Agreement; Venue**

**3.20.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

**3.20.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**3.21. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

**3.22. Infringement**

**3.22.1.**

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to RCRRA, defend, indemnify, and hold RCRRA, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the RCRRA's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. RCRRA will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

**3.22.2.**

If, as a result of any claim of infringement of rights, the Contractor or RCRRA is enjoined from using, marketing, or supporting any product or service provided under the agreement with RCRRA (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for RCRRA to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to RCRRA, or propose an equivalent, subject to RCRRA approval. The acceptance of a proposed equivalent will be at the RCRRA's sole discretion. If no alternative is found acceptable to RCRRA acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any license fees and any other costs paid by the RCRRA in conjunction with the license or use of the materials, reports, documents, data, or documentation.



### **3.23. Cooperative Purchasing**

Public entities that have a purchasing Joint Powers Agreement with RCRRA may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of RCRRA.

### **3.24. Debarment and Suspension**

When RCRRA is using federal funds for a purchase of \$25,000 or over, the federal government prohibits RCRRA from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, Ramsey County has enacted Ordinance 2013-330 Ramsey County Debarment Ordinance that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

### **3.25. Diverse Workforce Inclusion**

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through [JobConnect@co.ramsey.mn.us](mailto:JobConnect@co.ramsey.mn.us) or call 651-779-5652.

### **3.26. Alteration**

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

### **3.27. Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between RCRRA and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.



## RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

### SOLICITATION RESPONSE FORM

**Solicitation Number:** RRA0000000879

**Solicitation Title:** Union Depot Management/Operations Restaurant/Catering

**The following shall be completed by the Contractor:**

Contractor Company Name:

Acknowledgement and Number of Solicitation Addenda Received:

**PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM**

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

**Rate Information:**

A five year projected financial performance, including all revenue and expenses: \$ \_\_\_\_\_

A proposed minimum base fee and percentage of gross sales, inclusive of off-site catering sales generated from this kitchen.

Base Fee \$ \_\_\_\_\_ Percentage of Gross Sales \_\_\_\_\_ %

**ACKNOWLEDGEMENT**

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

**COLLUSION**

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, RCRRA employees, Ramsey County employees or RCRRA or Ramsey County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: RRA0000000879

Solicitation Title: Union Depot Management/Operations Restaurant/Catering



## RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

### CONTRACTOR INFORMATION AND REFERENCE FORM

Ramsey County Regional Railroad Authority requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

#### Company Information:

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

#### Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

#### Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

**Reference Requirements:** Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date:



## RCRRA & RAMSEY COUNTY NO SOLICITATION RESPONSE FORM

**RCRRA and Ramsey County strive to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.**

- ☐ 1. We did not feel we could be competitive.
- ☐ 2. We do not furnish the supplies, equipment materials or services requested.
- ☐ 3. Insufficient time to respond.
- ☐ 4. We did not have sufficient staffing to complete the solicitation response.
- ☐ 5. Not interested.
- ☐ 6. Other (350 character limit):

Contractor Name (as on file with the MN Secretary of State's Office, if applicable):

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Regional Railroad Authority Meeting  
May 3, 2016 – ROLL CALL

Call to Order: 10:45 AM

Create  
reminder to  
bring  
presentations  
on a  
memory clip

1. ATTENDANCE ROLL CALL

|                    | PRESENT                             | ABSENT |
|--------------------|-------------------------------------|--------|
| Toni Carter        | <input checked="" type="checkbox"/> |        |
| Blake Huffman      | <input checked="" type="checkbox"/> |        |
| Jim McDonough      | <input checked="" type="checkbox"/> |        |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> |        |
| Victoria Reinhardt | <input checked="" type="checkbox"/> |        |
| Janice Rettman     | <input checked="" type="checkbox"/> |        |
| Rafael Ortega      | <input checked="" type="checkbox"/> |        |

2. Agenda of May 3, 2016 is presented for approval

Moved: BH

Seconded: TC

|                    | YEA                                 | NAY | ABSENT |
|--------------------|-------------------------------------|-----|--------|
| Mary Jo McGuire    | <input checked="" type="checkbox"/> |     |        |
| Victoria Reinhardt | <input checked="" type="checkbox"/> |     |        |
| Janice Rettman     | <input checked="" type="checkbox"/> |     |        |
| Toni Carter        | <input checked="" type="checkbox"/> |     |        |
| Blake Huffman      | <input checked="" type="checkbox"/> |     |        |
| Jim McDonough      | <input checked="" type="checkbox"/> |     |        |
| Rafael Ortega      | <input checked="" type="checkbox"/> |     |        |

3. Minutes from April 12, 2016 are presented for approval

Moved: TC

Seconded: B MM

|                    | YEA                                 | NAY | ABSENT |
|--------------------|-------------------------------------|-----|--------|
| Mary Jo McGuire    | <input checked="" type="checkbox"/> |     |        |
| Victoria Reinhardt | <input checked="" type="checkbox"/> |     |        |
| Janice Rettman     | <input checked="" type="checkbox"/> |     |        |
| Toni Carter        | <input checked="" type="checkbox"/> |     |        |
| Blake Huffman      | <input checked="" type="checkbox"/> |     |        |
| Jim McDonough      | <input checked="" type="checkbox"/> |     |        |
| Rafael Ortega      | <input checked="" type="checkbox"/> |     |        |

PRESENTATION / INFORMATION ITEM

4. Passenger Rail Presentation

No action. For information and discussion only.

CORRIDOR UPDATES — Inter City Passenger Rail

ADJOURNMENT

Meeting adjourned at 11:14 am.





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

## **AGENDA**

**Tuesday, May 03, 2016**

**Immediately following the County Board Meeting**

Council Chambers – Third Floor Court House  
15 W. Kellogg Blvd., St. Paul, MN 55102

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**1. ROLL CALL**

**2. Agenda of May 3, 2016 is Presented for Approval**

Approve the Agenda of May 3, 2016.

**3. Minutes of April 12, 2016 are Presented for Approval**

Approve the minutes of April 12, 2016.

**4. Passenger Rail Presentation**

None. For information and discussion only.

**CORRIDOR UPDATES**

**ADJOURNMENT**

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-27

Committee: Regional Railroad Authority

Meeting Date: 5/3/2016

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**SUBJECT**

**Agenda of May 3, 2016 is Presented for Approval**

**REQUESTED ACTION**

Approve the Agenda of May 3, 2016.

**ATTACHMENTS**



# Passenger and Freight Rail Planning

Ramsey County Regional Railroad Authority  
Board

May 3, 2016



# Minnesota's Rich Passenger Rail History

1935

Hiawatha (Milwaukee Road) ran at 100 mph to Chicago  
Twin Cities Zephyrs (Burlington) also ran between the Twin Cities and Chicago



**TWIN Zephyrs** NOW TWICE A DAY  
for the  
**TWIN CITIES**  
Chicago » » St. Paul—Minneapolis

**BURLINGTON'S WONDER TRAINS NOW RUNNING IN DOUBLE DAILY SERVICE**

|                      |         | Morning Trip | Afternoon Trip |                      | Morning Trip | Afternoon Trip |
|----------------------|---------|--------------|----------------|----------------------|--------------|----------------|
| <b>NORTH</b>         |         |              |                | <b>SOUTH</b>         |              |                |
| Lv. Chicago . . . .  | 8:00 am | 4:00 pm      |                | Lv. Minneapolis . .  | 8:00 am      | 4:00 pm        |
| Ar. St. Paul . . . . | 2:30 pm | 10:29 pm     |                | Lv. St. Paul . . . . | 8:30 am      | 4:30 pm        |
| Ar. Minneapolis . .  | 3:00 pm | 10:59 pm     |                | Ar. Chicago . . . .  | 3:00 pm      | 10:59 pm       |

Stainless Steel  
Diesel-powered  
Articulated trucks  
Roller bearings  
Air-conditioned



# Minnesota's Rich Passenger Rail History



Today, Union Depot is again a passenger rail station and multi-modal transportation hub



**Twin  
Cities**

*THE RIVER ROUTE*

Red Wing

Winona

La Crosse

Wisconsin  
Dells

Milwaukee

Chicago



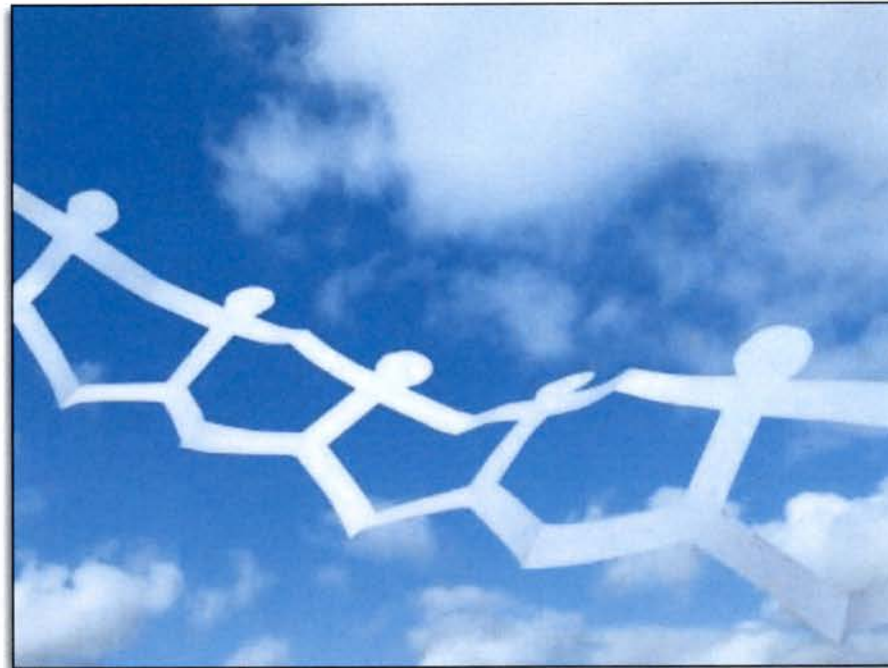
# MN High Speed Rail Commission

---

- Formed in 2009 through a Joint Powers Agreement
- A leading advocacy group for high speed passenger rail service to Chicago along the River Route
- Strong supporter of state legislation to improve passenger and freight rail
- Contributing partner (\$50,000) to the Twin Cities – Milwaukee – Chicago 2<sup>nd</sup> Train Study



# Commission Membership





# MN High Speed Rail Commission



## Advocacy

- **MN Passenger Rail Forum Initiatives**
- **State Bonding for Rail Improvements**
- **Legislative Policy Changes –  
Establish the Intercity Passenger Rail  
Investment Program**



# Final TCMC Feasibility Study

---

- Twin Cities – Milwaukee – Chicago
- Feasibility study completed July 2015
  - One round trip at conventional speed
  - Route ending at Union Depot in Saint Paul most feasible
  - Projected 155,000 annual riders; 150 % more than current Empire Builder
  - Study recommended environmental analysis of the recommended route



# TCMC 2<sup>nd</sup> Train Study

- Phase 1 Service Alternatives and Conceptual Engineering
  - Funded by WisDOT, RCRRA, MN High Speed Rail Commission and La Crosse Area Planning Committee
  - Develop service plan and identify infrastructure improvements
  - Completion estimated August 2017
- Phase 2 Environmental Analysis
  - Environmental analysis and final design of infrastructure improvements
  - Eligible for capital funding





# Tier 1 Environmental Impact Statement

---

- MnDOT is leading this high speed passenger rail study, Chicago to Twin Cities
- Six to eight trains per day, up to 110 mph on the current Empire Builder route
- More robust analysis of environmental, rail capacity and safety needs
- Part of the Obama Administration's National High Speed Rail Strategic Plan
- Connection from Union Depot to Target Field Station included in 2014
- Estimated completion in 2017



- Examined rail corridor shared by freights, Amtrak and Red Rock study corridor
- Objectives
  - ▣ Identify long-term capacity needs; phasing opportunities; contributions to congestion and technical issues and constructability
- Study identified more than \$825 million in safety and capacity improvements
- RCRRA secured \$1 million state bond funds for current environmental study
- Completed October 2012



# UP/BNSF Grade Separation

- \$1 million in Governor's bonding bill, matched by \$125,000 each from three Class 1 railroads and RCRRA
- Freight Congestion
  - Three Class 1 railroads and Amtrak
- Economic Benefits
  - ▣ Inefficient freight rail system forces freight to highways or out of state
- Safety
  - At-grade crossing of trains





# Other Passenger Rail Studies

- Northern Lights Express
  - Four round trips from Duluth to Minneapolis; up to 90 MPH; \$500-\$600 million
- ZIP Rail
  - MnDOT and Olmsted County suspended work in January 2016; study continued by private group
- Northfield
  - Part of larger Phase 1 corridor to Albert Lea and Des Moines, IA



# FAST Act Rail Provisions

Fixing America's Surface Transportation Act (FAST) = 5 year transportation funding bill

- Rail programs included for the first time in history
- Authorization, not appropriation
- FAST Act includes several competitive passenger and freight rail grant programs





[www.mnhighspeedrail.com](http://www.mnhighspeedrail.com)

[www.facebook.com/mnhighspeedrail](https://www.facebook.com/mnhighspeedrail)

*Minnesota High Speed Rail Commission:*

*A Joint Powers Board of Regional Railroad Authorities, Cities and agencies advancing High Speed Rail from St. Paul, MN to La Crosse, WI*



The Ramsey County Regional Railroad Authority met in regular session at 9:41 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Scott Williams, Acting County Manager, and Paul Zisla, Assistant County Attorney.

## 2. Agenda of May 10, 2016 is Presented for Approval

### 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   |    |        |        |

## 3. Minutes of May 3, 2016 are Presented for Approval

### VOTING

Motion by: Janice Rettman  
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. Streetcar Alternative for Corridor Projects Presentation

None. For information and discussion only.

**CORRIDOR UPDATES** (None were reported)

### **ADJOURNMENT**

Chair Ortega declared the meeting adjourned at 10:31 am.

  
Sandra Jacobson, Administrative Secretary



Regional Railroad Authority Meeting  
May 10, 2016 – ROLL CALL

Call to Order: 9:41 AM

1. ATTENDANCE ROLL CALL

|                    | PRESENT                             | ABSENT |
|--------------------|-------------------------------------|--------|
| Toni Carter        | <input checked="" type="checkbox"/> |        |
| Blake Huffman      | <input checked="" type="checkbox"/> |        |
| Jim McDonough      | <input checked="" type="checkbox"/> |        |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> |        |
| Victoria Reinhardt | <input checked="" type="checkbox"/> |        |
| Janice Rettman     | <input checked="" type="checkbox"/> |        |
| Rafael Ortega      | <input checked="" type="checkbox"/> |        |

2. Agenda of May 10, 2016 is presented for approval

Moved:

JM

Seconded:

VR

|                    | YEA                                 | NAY | ABSENT |
|--------------------|-------------------------------------|-----|--------|
| Victoria Reinhardt | <input checked="" type="checkbox"/> |     |        |
| Janice Rettman     | <input checked="" type="checkbox"/> |     |        |
| Toni Carter        | <input checked="" type="checkbox"/> |     |        |
| Blake Huffman      | <input checked="" type="checkbox"/> |     |        |
| Jim McDonough      | <input checked="" type="checkbox"/> |     |        |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> |     |        |
| Rafael Ortega      | <input checked="" type="checkbox"/> |     |        |

3. Minutes from May 3, 2016 are presented for approval

Moved:

JR

Seconded:

MM

|                    | YEA                                 | NAY | ABSENT |
|--------------------|-------------------------------------|-----|--------|
| Victoria Reinhardt | <input checked="" type="checkbox"/> |     |        |
| Janice Rettman     | <input checked="" type="checkbox"/> |     |        |
| Toni Carter        | <input checked="" type="checkbox"/> |     |        |
| Blake Huffman      | <input checked="" type="checkbox"/> |     |        |
| Jim McDonough      | <input checked="" type="checkbox"/> |     |        |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> |     |        |
| Rafael Ortega      | <input checked="" type="checkbox"/> |     |        |



PRESENTATION / INFORMATION ITEM

**4. Streetcar Alternative for Corridor Projects Presentation**

No action. For information and discussion only.

CORRIDOR UPDATES — None

ADJOURNMENT

Meeting adjourned at 10:31 am.



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

## **AGENDA**

**Tuesday, May 10, 2016**  
**Immediately following the County Board Meeting**

Council Chambers – Third Floor Court House  
15 W. Kellogg Blvd., St. Paul, MN 55102

---

**1. ROLL CALL**

**2. Agenda of May 10, 2016 is Presented for Approval**

Approve the Agenda of May 10, 2016.

**3. Minutes of May 3, 2016 are Presented for Approval**

Approve the minutes of May 3, 2016.

**4. Streetcar Alternative for Corridor Projects Presentation**

None. For information and discussion only.

**CORRIDOR UPDATES**

**ADJOURNMENT**

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-30

Committee:

Meeting Date:

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**SUBJECT**

**Agenda of May 10, 2016 is Presented for Approval**

**REQUESTED ACTION**

Approve the Agenda of May 10, 2016.

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-31

Committee: Regional Railroad Authority

Meeting Date: 5/10/2016

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**SUBJECT**

**Minutes of May 3, 2016 are Presented for Approval**

**REQUESTED ACTION**

Approve the minutes of May 3, 2016.

**ATTACHMENTS**

1. Draft Minutes

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-29

Committee: Regional Railroad Authority

Meeting Date: 5/10/2016

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**SUBJECT**

**Streetcar Alternative for Corridor Projects Presentation**

**REQUESTED ACTION**

None. For information and discussion only.

**EXECUTIVE SUMMARY**

Jeff Boothe, President of Boothe Transit Consulting LLC, will present to Ramsey County Regional Railroad Authority Board on the services of modern streetcars as an alternative mode for Rush Line and Riverview Corridors, which is one of the alternatives being considered.

**BUDGETARY IMPACT**

None.

**COUNTY MANAGER COMMENTS**

None.

**PREVIOUS ACTION**

None.

**ATTACHMENTS**

1. Streetcar Alternative for Corridor Projects Presentation



# Overview of Streetcars

Ramsey County Regional Railroad Authority  
May 10, 2016



Boothe Transit Consulting LLC

*Where Policy and Project Development Intersect*

# Vintage Streetcars

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Lowell Trolley

San Francisco Trolley



# Heritage Streetcars

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Tampa Trolley

Little Rock Trolley



# **Heritage Streetcars**

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- **Heritage cars are modern streetcars/trolley that replicate vintage streetcar/trolleys**
- **They are modern in terms of their systems and the trucks on which the car body rests**
- **They are each used to serve largely a tourist purpose**

# Modern Streetcars

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**Cincinnati Streetcar**



**Portland Streetcar**

# Battery Powered Streetcars

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- Vehicle is in use in Dallas and will also be operated in Detroit





# Battery Powered Streetcars

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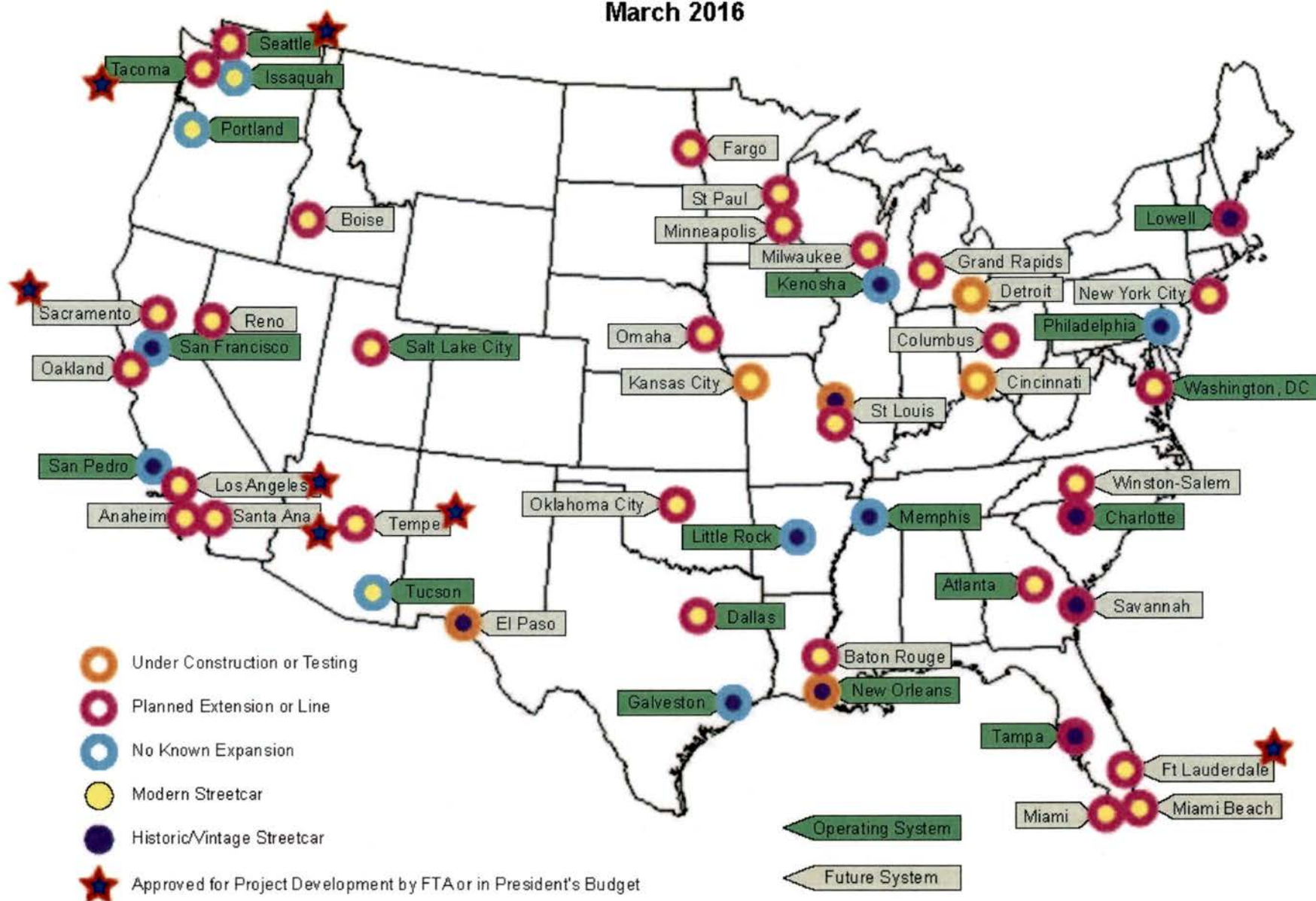
- **Dallas**

- 1.6 mile system that connects South Oak Cliff from Union Station
- Needed to cross the historic Houston Street Viaduct
- Solution: operate on battery for one mile over the viaduct while using catenary wires for the rest of the system

- **Detroit**

- 3.3 mile project with 60 percent of alignment operating off-wire
- Opted for batteries in the Grand Circus Park and Campus Martius Area
- This is an historic area where the Thanksgiving parade passes through using helium balloons

## Committed & Exploring Streetcar Cities

**March 2016**

# Typical Streetcar System

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- **Operate as circulators that connect neighborhoods and activity centers - too far to walk or inconvenient by car**
  - 2-5 miles in length with stops less than a half mile apart
  - Trips occur throughout day and less focused on peak hour trips
- **Vehicles**
  - Range in length from 66-80 feet and have a width between 8-8.6 feet
  - Turning radius of 59-66 feet
  - Passenger capacity - 30 seated and 90 standing
  - Speeds usually 42-45 miles per hour

# Typical Light Rail System

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- Focused on commuter trips but do provide circulation during day
- Starter corridors usually 7.5 - 20 miles in length and operate in dedicated rights of way
- Vehicles
  - 80-95 feet in length and 8.6 feet in width
  - Maximum speed is 55-65 mph
  - Paired in multiple car consists
  - Seat 70 seated and 130 standing

# BUT . . .

- Salt Lake Sugarhouse Streetcar is in dedicated ROW
- Atlanta Streetcar operates in street
- Atlanta and Salt Lake use same vehicle
- Sacramento Regional Transit operates in the street



# Future of Streetcars/Trams?

- In Europe we are seeing trams/streetcars get longer
- Alstom and Stadler are looking to introduce their vehicles into US Market
- Don't yet meet Buy America



Alstom Citadis



Siemens Tram



Stadler Rail



# Urban Rail

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- **Distinction between LRT and Streetcar is disappearing**
- **See same vehicle operate in dedicated right of way as well in-street**
- **Operational context, expected ridership and potential for future expansion are key issues in selecting a vehicle**
- **In near future we will see major developments in batteries and other off-wire technology**
- **Expanded interest in streetcars around the US has sparked interest in vehicle manufacturers to bring currently non-Buy America vehicles into U.S.**

Jeffrey F. Boothe  
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Boothe Transit Consulting LLC

*Where Policy and Project Development Intersect*



Boothe Transit Consulting LLC

February 8, 2016

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

RE: Proposal for Services

Dear Tim:

Pursuant to our recent conversation, I am submitting a revised proposal focused on consulting services relating to proposed streetcar projects in Ramsey County.

I have spent more than thirty years representing transit project sponsors seeking to secure project approvals and funding from the Federal Transit Administration (FTA) for fixed guideway transit investments. Further, as Executive Director of the Community Streetcar Coalition for the past twelve years and, based on the services I provided for streetcar projects in Arlington (VA), Atlanta, Austin, Detroit, Charlotte, Milwaukee, Minneapolis, Portland, San Antonio, and Sacramento, I am uniquely qualified to assist Ramsey County to provide the services identified below.

As we discussed recently, RCRRA is seeking specialized assistance focused on providing strategic counsel and guidance for the Rush Line and the Riverview Corridor, for which a modern streetcar is one of the alternatives being considered. Pursuant to our communications, I will assist RCRRA in providing the following services:

- Assist RCRRA, as needed, with community outreach activities for Riverview and Rush Line corridors including meeting with project stakeholders.
- Assist the RCRRA Board and staff as needed through in-person meetings and telephone calls including responding to concerns raised by stakeholders, staff and elected officials.
- Assist RCRRA in the development/review of technical memoranda developed by AECOM for the Riverview and Rush Line corridors.
- Assist RCRRA with understanding existing and emerging streetcar technologies (e.g. off-wire vehicles) and their impact on RCRRA projects.
- Assist RCRRA with understanding existing and emerging corridor alignment alternatives in use or proposed. This includes how a corridor can operate with sections of dedicated guideway and mixed traffic and how this impacts the overall corridor.
- Assist RCRRA in framing the streetcar alternative to facilitate local decision making including ensuring competitiveness with the federal capital investment grants program.

***"Where Policy and Project Development Intersect"***

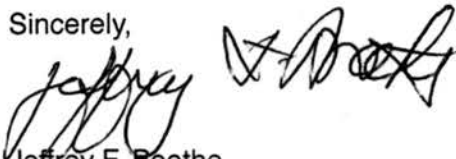
1875 I Street, NW, Fifth Floor, Washington, DC 20006  
Main: (202) 429-2020 / Mobile: (703) 625-9600  
[jeff.booth@boothetransit.com](mailto:jeff.booth@boothetransit.com) / [www.boothetransit.com](http://www.boothetransit.com)

- Assist RCCRA with its communications to leadership and staff of federal agencies include the Federal Transit Administration related to Streetcars.

Per our discussion, these services will be provided on an hourly basis at my current hourly rate of \$540 for fees not to exceed \$25,000.00. Services would begin upon execution of an agreement with RCCRA. This fee and the above-referenced scope of services would be evaluated and potentially adjusted after six months to calibrate it to the level of service sought by RCCRA and provided by Boothe Transit Consulting. All travel to and from St. Paul, including airfare, hotel, meals and local travel, would be reimbursed separately.

Thank you for the opportunity to submit this proposal. I look forward to speaking with you about it in the near future and trust that you find it acceptable to the RCCRA.

Sincerely,



Jeffrey F. Boothe  
President

ACCEPTED

\_\_\_\_ day of February, 2016

Timothy A. Mayasich  
Director  
Ramsey County Railroad Authority

cc: Michael Rogers, Transit Project Manager

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

**ROLL CALL**

1. **ROLL CALL**
2. **Agenda of May 24, 2016 is Presented for Approval**

**VOTING**

Motion by: Blake Huffman  
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. **Minutes of May 10, 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. **Lease Agreement with Crystal Scott d/b/a The Java Express at Union Depot (Resolution R2016-14)**

**VOTING**

Motion by: Blake Huffman  
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 renovated Union Depot into a multi-modal transit and transportation hub with space for use by transit and transportation providers, a bike center, and a limited amount of retail; and

WHEREAS, Crystal Scott d/b/a The Java Express intends to lease space and operate a coffee shop at Union Depot; and

WHEREAS, Crystal Scott d/b/a The Java Express and Ramsey County Regional Railroad Authority have agreed upon a rental rate structure consistent with market rates for "B" class building in downtown St. Paul for space to operate a coffee shop and provide temporary indoor and outdoor seating; and

WHEREAS, The Ramsey County Regional Railroad Authority requests the Board's approval of a lease with Crystal Scott d/b/a The Java Express for a period of eight (8) years from August 1, 2016 through July 31, 2024 in the amount of \$99,600; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves an eight (8) year lease for 2,008 square feet of space in Union Depot, 214 4<sup>th</sup> Street East, St. Paul, MN 55101 with Crystal Scott d/b/a The Java Express, 1178 Barclay Street, St. Paul, MN 55106, for the period of August 1, 2016 through July 31, 2024 in the amount of \$99,600; and Be It Further

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

**5. Amendment No. 2 to Agreement with Davis Communications Mgmt, Inc. for the Riverview Corridor Communications Plan (Resolution R2016-13)**

**VOTING**

Motion by: Jim McDonough

Second by: Victoria Reinhardt

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

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



WHEREAS, The Riverview Corridor is 12.3 miles long, extending from the Union Depot in downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington; and

WHEREAS, On January 23, 2013 the City of St. Paul passed Resolution, RES 13-113, requesting that Ramsey County Regional Railroad Authority reexamine the Riverview Corridor; and

WHEREAS, On April 22, 2014 the Ramsey County Regional Railroad Authority passed Resolution R14-12 authorizing the chair to execute a contract with AECOM to provide consulting services for completion of the Riverview Corridor Pre-Project Development Study; and

WHEREAS, On April 22, 2014 the Ramsey County Regional Railroad Authority passed Resolution R14-11 authorizing the chair to execute a contract with Davis Communications Management to provide strategic communications for the Riverview Corridor Pre-Project Development Study; and

WHEREAS, On June 16, 2015, the Ramsey County Regional Railroad Authority passed Resolution R15-07 authorizing the Chair to execute Amendment No. 1 to Agreement Between Ramsey County Regional Railroad Authority and Davis Communications Management, Inc. For the Riverview Corridor Strategic Communications Plan; and

WHEREAS, the strategic communications scope of work included the development of desired outcomes of the study, a branding strategy, website and coordination with the technical consultant which has now been completed; and

WHEREAS, the Pre-Project Development Study is not yet complete and continues to require strategic communications assistance; and

WHEREAS, to provide continued strategic communications assistance, a second contract amendment is needed; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 2 to Agreement with Davis Communications Management, Inc., a Minnesota Corporation, 213 East Fourth Street, Saint Paul, MN 55101, to extend the term of the Agreement for the period of June 1, 2016 to May 31, 2017, in an amount not to exceed \$80,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment No. 2; 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 10:00 a.m.

  
Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting  
May 24, 2016 – ROLL CALL

Call to Order: 9:53 AM

1. ATTENDANCE ROLL CALL

|                    | PRESENT                             | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

2. Agenda of May 24, 2016 is presented for approval

Moved: BH Seconded: JM

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3. Minutes from May 10, 2016 are presented for approval

Moved: MM Seconded: VR

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**PRESENTATION / INFORMATION ITEM**

**4. Lease Agreement with Crystal Scott d/b/a The Java Express**

Moved:

BH

Seconded:

MM EJM

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**5. Amendment No. 2 to Agreement with Davis Communications Mgmt, Inc. for the Riverview Corridor Communications Plan**

Moved:

JM

Seconded:

VR

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**CORRIDOR UPDATES**

**ADJOURNMENT**

Meeting adjourned at

10:00 am.



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

## AGENDA

**Tuesday, May 24, 2016**  
**Immediately following the County Board Meeting**

Council Chambers – Third Floor Court House  
15 W. Kellogg Blvd., St. Paul, MN 55102

- 
1. **ROLL CALL**
  2. **R2016-34      Agenda of May 24, 2016 is Presented for Approval**  
Approve the Agenda of May 24, 2016.
  3. **R2016-35      Minutes of May 10, 2016 are Presented for Approval**  
Approve the minutes of May 10, 2016.

### ADMINISTRATIVE ITEMS

4. **R2016-33      Lease Agreement with Crystal Scott d/b/a The Java Express at Union Depot**
  1. Approve an eight (8) year lease for 2,008 square feet of space in Union Depot, 214 4<sup>th</sup> Street East, St. Paul, MN 55101 with Crystal Scott d/b/a The Java Express, 1178 Barclay Street, St. Paul, MN 55106, for the period of August 1, 2016 through July 31, 2024 in the amount of \$99,600.
  2. Authorize the Chair to execute the lease.
5. **R2016-32      Amendment No. 2 to Agreement with Davis Communications Mgmt, Inc. for the Riverview Corridor Communications Plan**
  1. Approve Amendment No. 2 to Agreement with Davis Communications Management, Inc., a Minnesota Corporation, 213 East Fourth Street, Saint Paul, MN 55101, to extend the term of the Agreement for the period of June 1, 2016 to May 31, 2017, in an amount not to exceed \$80,000.
  2. Authorize the Chair to execute Amendment No. 2.
  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**

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Requesting Department: Regional Railroad Authority

R2016-34

Committee: Regional Railroad Authority

Meeting Date: 5/24/2016

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**SUBJECT: Agenda of May 24, 2016 is Presented for Approval**

**REQUESTED ACTION**

Approve the Agenda of May 24, 2016.

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-35

Committee: Regional Railroad Authority

Meeting Date: 5/24/2016

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**SUBJECT: Minutes of May 10, 2016 are Presented for Approval**

**REQUESTED ACTION**

Approve the minutes of May 10, 2016.

**ATTACHMENTS**

1. Draft Minutes



The Ramsey County Regional Railroad Authority met in regular session at 9:41 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Scott Williams, Acting County Manager, and Paul Zisla, Assistant County Attorney.

**2. Agenda of May 10, 2016 is Presented for Approval**

**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   |    |        |        |

**3. Minutes of May 3, 2016 are Presented for Approval**

**VOTING**

Motion by: Janice Rettman

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. Streetcar Alternative for Corridor Projects Presentation**

None. For information and discussion only.

**CORRIDOR UPDATES** (None were reported)

**ADJOURNMENT**

Chair Ortega declared the meeting adjourned at 10:31 am.

\_\_\_\_\_  
Sandra Jacobson, Administrative Secretary

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-33

Committee: Regional Railroad Authority

Meeting Date: 5/24/2016

---

**SUBJECT: Lease Agreement with Crystal Scott d/b/a The Java Express at Union Depot**

**REQUESTED ACTION**

1. Approve an eight (8) year lease for 2,008 square feet of space in Union Depot, 214 4<sup>th</sup> Street East, St. Paul, MN 55101 with Crystal Scott d/b/a The Java Express, 1178 Barclay Street, St. Paul, MN 55106, for the period of August 1, 2016 through July 31, 2024 in the amount of \$99,600.
2. Authorize the Chair to execute the lease.

**EXECUTIVE SUMMARY**

The Ramsey County Regional Railroad Authority (RCRRA) renovated Union Depot into a multi-modal transit and transportation hub with space for use by transit and transportation providers, a bike center, and a limited amount of retail. Through RCRRA's agreement with JLL for activation and development services, JLL has sought retail/restaurant tenants for Union Depot using their and third party (CoStar) real estate property listing websites, hosting an open house, providing information at offsite broker events and to other professional associations, as well as cold calling and networking. Crystal Scott wishes to lease space at Union Depot starting August 1, 2016 for a coffee shop - The Java Express. The Java Express will have specialty coffee beans, specialty coffee drinks, other beverages, as well as menu items for breakfast, lunch, and dinner including bakery, sandwiches, wraps, salads and soup.

An eight (8) year lease has been negotiated to provide 2,008 square feet of space for the coffee shop, as well as an indoor 360 square foot license area and an outdoor 400 square foot license area both which can be used for temporary seating areas. The space for the coffee shop is suite 120, the northwest corner of the head house, a room originally used as a dining room. The Java Express will support transportation passengers, commuters, residents and all guests at Union Depot. The term begins upon completion of landlord work by RCRRA, approximately August 1, 2016. The Java Express will then take possession and complete tenant improvements including furniture and fixture installation and installation of communications cabling and equipment, as well as operate for a period prior to the rent commencement. The anticipated opening of The Java Express is in September 2016. The monthly base rent effective February 1, 2017 is \$900. The rate structure is consistent with market rates for class "B" space in downtown St. Paul. RCRRA will complete work in the space in an amount not to exceed \$20,000 as well as provide an allowance of \$5,000 for architectural fees for the tenant improvements. The lease termination date is July 31, 2024.

**BUDGETARY IMPACT**

The lease with The Java Express will generate rental income in the amount of \$900 per month effective February 2017. Rent will escalate \$100 per month annually beginning with the third year, on or about August 1, 2018. Rental income over the term will be \$99,600.

## Lease Agreement with Crystal Scott d/b/a The Java Express at Union Depot

Revenue related to this lease has been included in the RCRRRA 2017 Union Depot operating budget. RCRRRA will complete landlord work in the space in an amount not to exceed \$20,000 and provide up to \$5,000 toward architectural fees. Expenditures for this work are included in the RCRRRA 2016 Union Depot operating budget.

### **COUNTY MANAGER COMMENTS**

Ramsey County Regional Railroad Authority approval is required for the execution of the lease with Crystal Scott d/b/a The Java Express.

### **PREVIOUS ACTION**

None.

### **ATTACHMENTS**

1. Draft Resolution
2. Lease Agreement

DRAFT RESOLUTION

WHEREAS, The Ramsey County Regional Railroad Authority renovated Union Depot into a multi-modal transit and transportation hub with space for use by transit and transportation providers, a bike center, and a limited amount of retail; and

WHEREAS, Crystal Scott d/b/a The Java Express intends to lease space and operate a coffee shop at Union Depot; and

WHEREAS, Crystal Scott d/b/a The Java Express and Ramsey County Regional Railroad Authority have agreed upon a rental rate structure consistent with market rates for "B" class building in downtown St. Paul for space to operate a coffee shop and provide temporary indoor and outdoor seating; and

WHEREAS, The Ramsey County Regional Railroad Authority requests the Board's approval of a lease with Crystal Scott d/b/a The Java Express for a period of eight (8) years from August 1, 2016 through July 31, 2024 in the amount of \$99,600; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves an eight (8) year lease for 2,008 square feet of space in Union Depot, 214 4<sup>th</sup> Street East, St. Paul, MN 55101 with Crystal Scott d/b/a The Java Express, 1178 Barclay Street, St. Paul, MN 55106, for the period of August 1, 2016 through July 31, 2024 in the amount of \$99,600; and Be It Further

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

**LEASE AGREEMENT**

UNION DEPOT

SAINT PAUL, MN

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

AS LANDLORD

AND

CRYSTAL SCOTT D/B/A

THE JAVA EXPRESS

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 Crystal Scott d/b/a The Java Express ("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 4<sup>th</sup> Street, Saint Paul, Minnesota 55101
- (b) "Union Depot Building" or "Building": The building and improvements located on the Property.
- (c) "Property": The land and all improvements thereon, including the Building, legally described on attached Exhibit A.
- (d) "Premises": The area in the Building outlined on Exhibit B identified as Suite 120, Union Depot, 214 4<sup>th</sup> Street East, Saint Paul, MN 55101. The Premises consists of 2,008 net leasable square feet. Tenant will also be allowed to place temporary outdoor seating in an area of 400 square feet in the location designated on the north plaza of Union Depot and shown on Exhibit B and temporary seating in an indoor area adjacent to Premises consisting of approximately 360 square feet also as shown on attached Exhibit B (the two seating areas are together, the "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 5 below.
- (f) "Additional Rent": In addition to the Base Rent payable by Tenant under the terms and conditions of Section 3 of this Lease, Tenant shall pay to Landlord Additional Rent as provided in Section 3 of this Lease or as otherwise provided in this Lease.
- (g) "Rent": Any and all amounts to be paid by Tenant to Landlord as provided in this Lease including, but not limited to, Base Rent and Additional Rent.

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

|                        | Monthly Base Rent<br>(Each Calendar Month) | Annual Base Rent<br>(Base Rent per Lease Year) |
|------------------------|--------------------------------------------|------------------------------------------------|
| 8/1/2016 to 1/31/2017: | \$0.00                                     | \$0.00                                         |
| 2/1/2017 to 7/31/2017: | \$900.00                                   | \$6,300.00                                     |
| Year 2:                | \$900.00                                   | \$10,800.00                                    |
| Year 3:                | \$1,000.00                                 | \$12,000.00                                    |
| Year 4:                | \$1,100.00                                 | \$13,200.00                                    |
| Year 5:                | \$1,200.00                                 | \$14,400.00                                    |
| Year 6:                | \$1,300.00                                 | \$15,600.00                                    |
| Year 7:                | \$1,400.00                                 | \$16,800.00                                    |
| Year 8:                | \$1,500.00                                 | \$10,500.00                                    |

- (i) "Commencement Date": Sixty (60) days from lease execution and as further provided in Section 2.2 of this Lease. Anticipated to be approximately August 1, 2016.
- (j) "Landlord's Work": The improvements to the Premises to modify the Premises for Tenant's Use as provided in Section 2 below.
- (k) "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.
- (l) "Termination Date": July 31, 2024, except as adjusted as provided in Section 2.2 below of this Lease.
- (m) "Exhibits": The following exhibits are attached to this Lease and are incorporated in the Lease by reference:

Exhibit A - Legal Description of the Property  
Exhibit B - Premises  
Exhibit C - Rules and Regulations  
Exhibit D - Plans for Tenant Work  
Exhibit E - Landlord Furniture, Fixtures and Equipment  
Exhibit F - Form of Ratification Agreement

- (n) "Term": The term of this Lease is eight (8) years ("Term" or "Lease Term").
- (o) Tenant's Address for Notice:

The Java Express  
Union Depot, Suite 120  
214 4<sup>th</sup> Street East  
St. Paul, MN 55101  
Attn: Manager

(p) Landlord's Address for Notice:

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

(q) Rent Payment Address:

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

- (r) "Tenant's Use": Tenant shall use the Premises for the sale of specialty coffee beans and specialty coffee drinks, tea, soda and other beverages. Tenant may also offer breakfast, lunch, and dinner items such as bakery, sandwiches, wraps, salads and soup and beer and wine.
- (s) "Construction Deposit": None.
- (t) "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 License Area for the purposes and in the manner as provided in Section 5.1 and 5.2 below. The initial Rules and Regulations of Landlord are attached to this Lease as Exhibit C.

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 2.2 below, Tenant takes and accepts the Premises in their "as is" condition, and Tenant acknowledges that it has inspected the Premises and accepts them in their present condition as suitable for the purposes for which they are leased. Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord, except as may be provided in this Section 2 or

elsewhere in this Lease. Except as provided in this Section 2, the taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were at that time in good and satisfactory condition.

2.2 Delivery of Possession. Except as otherwise provided in this Section 2, Landlord shall deliver possession of the Premises on or before the date specified above in the Data Sheet as the Commencement Date. Landlord shall complete the Landlord's Work, as defined in this Section 2.2, within sixty (60) days of the Lease Date set forth in the caption of this Lease, except as may be extended for delays due to Tenant as provided in this Section 2.2. Delivery of possession prior to such Commencement Date shall not affect the Termination Date of this Lease. Failure of Landlord to deliver possession of the Premises by the date provided above for the Commencement Date due to any cause beyond Landlord's control, or time required for construction, delays due to material shortages, strikes, or force majeure, (as provided in Section 26.8 below of this Lease) shall automatically postpone the date of commencement of the Term and shall extend the Termination Date by periods equal to those which shall have elapsed between and including the date specified above for commencement of the Term and the date on which possession of the Premises is delivered to Tenant. Should the commencement of the Rent obligations of Tenant under this Lease occur for any reason on a day other than the first day of a calendar month, then in that event solely for the purposes of computing the Term of this Lease, the Commencement Date of the Term shall become and be the first day of the first full calendar month following the date when Tenant's rental obligation commences, or the first day of the first full calendar month following the Commencement Date set out above in the Data Sheet (if such is other than the first date of a calendar month), whichever date is later, and the Termination Date shall be adjusted accordingly; provided however, that the Termination Date shall be the last day of a calendar month, which date shall in no event be earlier than the Termination Date set out in the Data Sheet. Occupancy by Tenant prior to the beginning of the Term shall in all respects be the same as that of a tenant under this Lease, except that the Commencement Date for the payment of Base Rent (the "Rent Commencement Date") shall be the 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 July 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 the Rent Commencement Date shall not be delayed by the number of days of such delay, and the Rent shall commence the same as if occupancy had been taken by Tenant as if there had not been a delay. 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 stub utilities into Suite 120 at Tenant designated locations along the south wall. Landlord will complete the following improvements to prepare the Premises for occupancy and use by Tenant (the "Landlord's Work"): construct storage room walls not to exceed nine (9) feet tall and twenty linear feet total with one door, provide and install one three compartment stainless steel sink, provide and install one stainless steel hand sink, provide and install one water heater and provide additional duplex electrical outlets, in a total amount not to exceed \$20,000, and as further described in Exhibit D. Landlord will reimburse Tenant up to \$5,000 for architectural fees relating to the Tenant Work upon completion of drawings and submission of drawings and invoices(s) to Landlord.

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. 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 the opening of the Premises for Tenant's Use shall be completed within 30 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 install data and telecommunications lines and equipment or furniture, provided, however that Tenant shall not interfere with the completion of the Landlord's Work, and shall promptly repair any damages to the Premises of 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 F ("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, except that the first payment of Rent shall be made on or before sixty (60) days from the Rent Commencement Date and shall include all amounts of Rent due up to and through the date of payment. 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 use and occupancy of the Premises, which is otherwise exempt from ad valorem real estate taxes as exempt public property, 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 five (5) days when due and payable pursuant to this Lease, a late charge shall be imposed in the amount of \$150.00 and shall be reassessed with respect to each such amount due that is not paid within five (5) days of the due date. The provisions of this Section 3.6 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 Tenant's 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 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 from time to time, such use to be common with the Permitted Users (provided, however, that use of the structural elements of Union Depot is reserved to Landlord); and subject to such rules and regulations as may time to time be made by Landlord for the safety, comfort and convenience of the Permitted Users, and as consistent with the use of Union Depot as a mixed use, multi-modal transportation facility, as determined by Landlord (the "Rules and Regulations"). Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their employees, customers, and invitees, to use any part of the Common Areas. The initial Rules and Regulations are attached to this Lease as Exhibit C. The right of Tenant to use the License Area shall not be construed to cause the License Area 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 Area 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. 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 the sale of specialty coffee beans and specialty coffee drinks, and other beverages.. Tenants will also offer breakfast, lunch, and dinner items such as bakery, sandwiches, wraps, salads and soup and for no other purpose. Tenant agrees to occupy the Premises upon the Commencement Date of the Term and thereafter to continuously operate the entire Premises for Tenant's Use during the Term of this Lease unless prevented from doing so by damage to the Premises, or other similar cause beyond Tenant's control, and to conduct its business at all times in good faith, in a high-grade and reputable manner. Tenant shall promptly comply with all laws, ordinances and regulations affecting the Premises or Tenant's business therein, plus insurance company requirements affecting the cleanliness, safety, use and occupation of the Premises, and including (i) the Americans With Disabilities Act (ADA) as amended or supplemented from time to time, (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 Area. Tenant shall use the License Area only as an area to place tables and chairs as a seating area for use by Tenant's customers. The furniture shall not be affixed to Union Depot and shall be subject to pre-approval by Landlord before being placed on the License Area. 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 the License Area stating that the License Area is for the exclusive use of Tenant's customers, and shall keep the License Area neat and clean and in sanitary and orderly condition, and shall keep it clean and free of debris during the Operating Hours (as defined in Section 6.5 below). Tenant's use of the License Area shall be subject to the requirements of this Lease, including the reasonable rules and regulations of Landlord for the use of the Common Areas.

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; 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; where loading and delivery facilities are provided, use or permit to be used entrances for delivery or pick-up of merchandise or supplies to or from the Premises; permit trucks or other delivery vehicles while being used for any such purpose to be parked at any place within Union Depot.

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. Tenant shall staff and operate the Premises with the minimum hours of operation Monday through Sunday 6:30 AM to 10:00 PM ("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 Area and may only connect the License Area 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 Area in a good, clean, sanitary and orderly condition and shall also remove trash, recycling, compost, grease and debris from the Premises and the License Area 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. Landlord will provide janitorial, trash and recycling services in Union Depot. 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. 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, and the pick-up by Landlord's service providers shall 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. Tenant shall promptly notify Landlord of the need for maintenance and repairs. 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 Section 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, damage, or injury 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 Tenant's trade fixtures upon the termination of this Lease unless otherwise agreed to by Landlord. Landlord will provide for Tenant's use during the Lease Term, the furniture, fixtures and equipment listed on attached Exhibit E ("Landlord FF & E"). Tenant shall keep and maintain the Landlord FF&E in neat, clean and good operating condition, shall return the Landlord FF&E to Landlord upon the termination of this Lease, or earlier termination of Tenant's right to occupancy of the Premises, including all repairs and replacement, ordinary wear and tear and fires and other casualties excepted.



Tenant shall not misuse the Landlord FF&E and shall promptly repair or replace any of the Landlord FF&E lost or damaged use to such misuse or the negligence of Tenant.

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. Landlord will identify Tenant on monument and building interior and 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 without Landlord's prior written consent. Tenant

shall not install any exterior light or fixtures, shades or awnings, or make any exterior decoration or painting, or make any changes to the exterior of the Premises.

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 "The Java Express", 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.

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

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



i. Workers' Compensation as required by Minnesota Statutes.

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

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

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

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

## SECTION 12 -- FIRE OR OTHER CASUALTY

12.1 Total Destruction. If Union Depot is totally destroyed by any fire or other casualty and Landlord elects not to repair or restore Union Depot, or if Landlord elects not to repair or restore Union Depot in such manner as to be suitable for use as 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 alternative 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 abandoned the Premises, or shall not operate the Premises in the manner provided in Section 6 above of this Lease.

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

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

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

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

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

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



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

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

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

#### SECTION 17 - SURRENDER OF POSSESSION/HOLDING OVER

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

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

17.3 Removal of Alterations. Upon the expiration of the Lease Term, whether by lapse of time or otherwise, if Landlord so requires in writing, Tenant shall promptly remove any alterations, additions, improvements and fixtures placed in the Premises by Tenant and designated in said request to be removed, 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 ten (10) days after demand in writing, does hereby make, constitute, and irrevocably appoint Landlord as its attorney-in-fact and in its name, place, and stead so to do.

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

#### SECTION 19 - NOTICES

Whenever under this Lease, provision is made for notice of any kind, such notice shall be in writing and shall be deemed sufficient to Tenant if actually delivered to Tenant or sent by registered or certified mail, return receipt requested, postage prepaid, to the last Post Office address of Tenant furnished to Landlord for such purpose, and to Landlord if actually delivered to Landlord or if sent by registered or certified mail, return receipt requested, postage prepaid, to the Landlord at the address furnished for such purpose or to the place then fixed for the payment of Rent. 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 ten (10) days after request therefore by Landlord, Tenant shall provide an estoppel statement in recordable form to any proposed mortgagee or purchaser of the Union Depot or any part thereof, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and there are no defenses or offsets thereto, or stating those claimed by Tenant and certifying to such other matters as such party shall reasonably require. In the event Tenant refuses to execute and deliver said statement, or fails to do so in a timely manner, Landlord shall have the right to, as attorney-in-fact for Tenant to make such a statement, Tenant hereby constituting and irrevocably appointing Landlord its attorney-in-fact for such purpose. Landlord's mortgage lenders and purchasers shall be entitled to rely upon any statement so executed pursuant to this Section 20.

#### SECTION 21 - QUIET ENJOYMENT

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

Tenant or its agent, prior to beginning Tenant's work, will deliver to Landlord a Construction Deposit as set for above which will be held by Landlord without liability for interest. Landlord will have the right to use all or any part of the deposit as reimbursement for any damage caused by Tenant or its agents to any part of the



Premises or Union Depot. If, however, the Construction Deposit is not allocated or applied as provided in the foregoing of this Section 22, then within thirty (30) days of Tenant opening the Premises for Tenant's Use, Landlord shall return the Construction Deposit to Tenant, less any depletion thereof as the result of the provisions of this Section. Tenant shall have no right to anticipate return of the Construction Deposit by withholding any amount required to be paid pursuant to the provisions of this Lease or otherwise.

#### SECTION 23 – 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 24 – 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 25 – DATA AND AUDIT

25.1 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.

25.2 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 26 – WASTE REDUCTION

Tenant shall participate in Landlord's recycling program.

#### SECTION 27 – OTHER GENERAL

27.1 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.

27.2 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."

27.3 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.

27.4 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.

27.5 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.

27.6 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.

27.7 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.

27.8 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.

27.9 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.

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

27.11 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.

27.12 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.

27.13 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.

27.14 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.

27.15 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:

CRYSTAL SCOTT

By: Crystal Scott

Name: Crystal Scott

Its: Owner The Java Express

Date: 5-5-16

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 Northwesterly along the Westerly line of said Lot 3 to the Northwestern corner thereof; thence Northeasterly along the Northwestern line of said Lot 3 to point of beginning.

**"Fit Parcel"**

Lot 9, Block 1, St. Paul Union Depot

**"Leone Parcel"**

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

**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)

### PREMISES AND LICENSE AREA - Interior





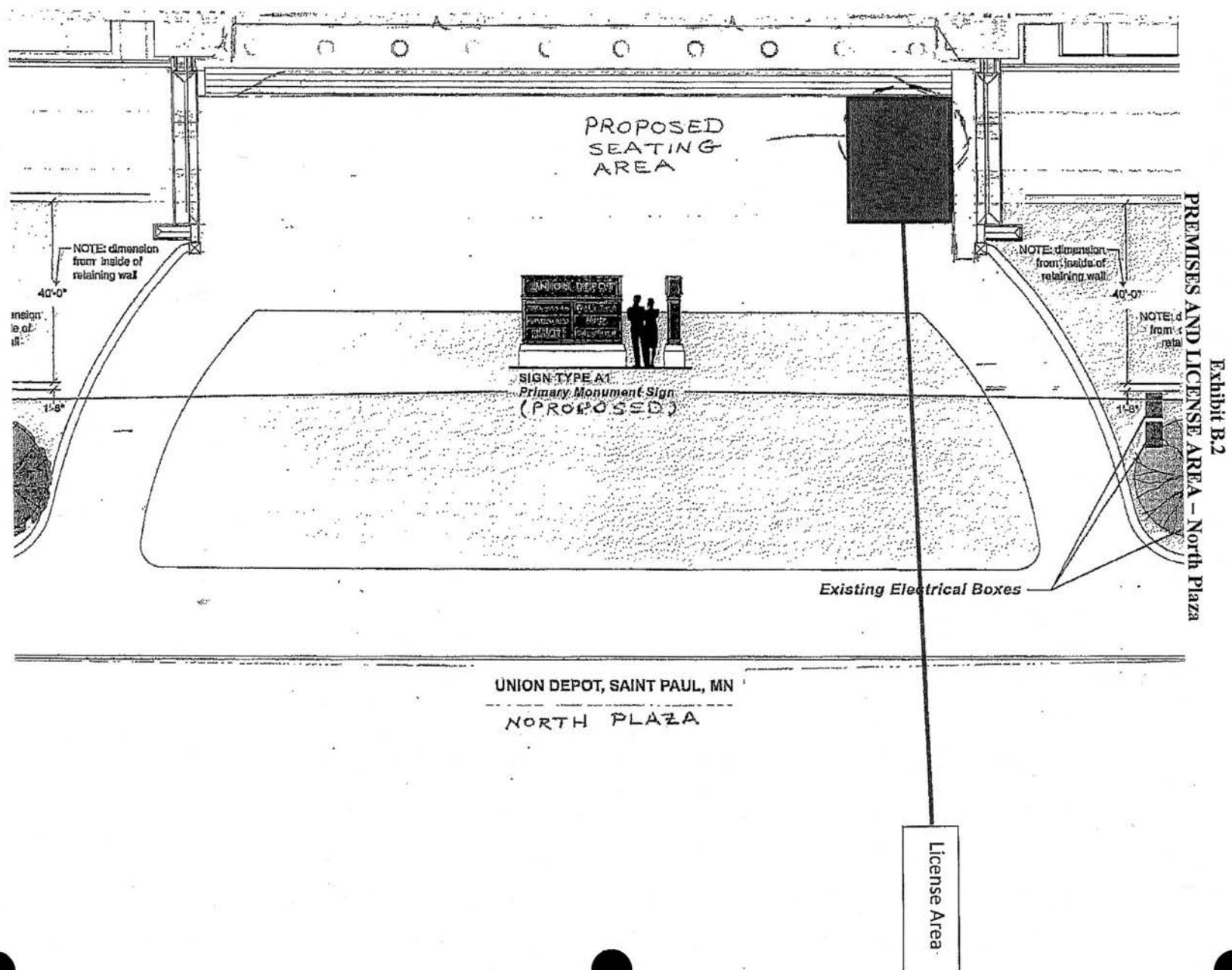


Exhibit B.2



**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. Whenever any tenant shall submit to Landlord any plan, agreement or other document for the consent or approval of Landlord, such tenant shall pay to Landlord, on demand, a processing fee in the amount of the reasonable fees for the review thereof, including the services of any architect, engineer or attorney employed by Landlord (whether or not Landlord's in-house staff) to review such plan, agreement or document.
25. Tenant shall not operate any coin or token-operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages, or services, including pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities, without the prior written consent of Landlord.
26. No load will be placed on any floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry.
27. Landlord reserves the right to rescind, alter, waive or add, as to one or more or all tenants, any rule or regulation at any time prescribed for the Building when, in the reasonable judgment of Landlord, Landlord deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building 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.

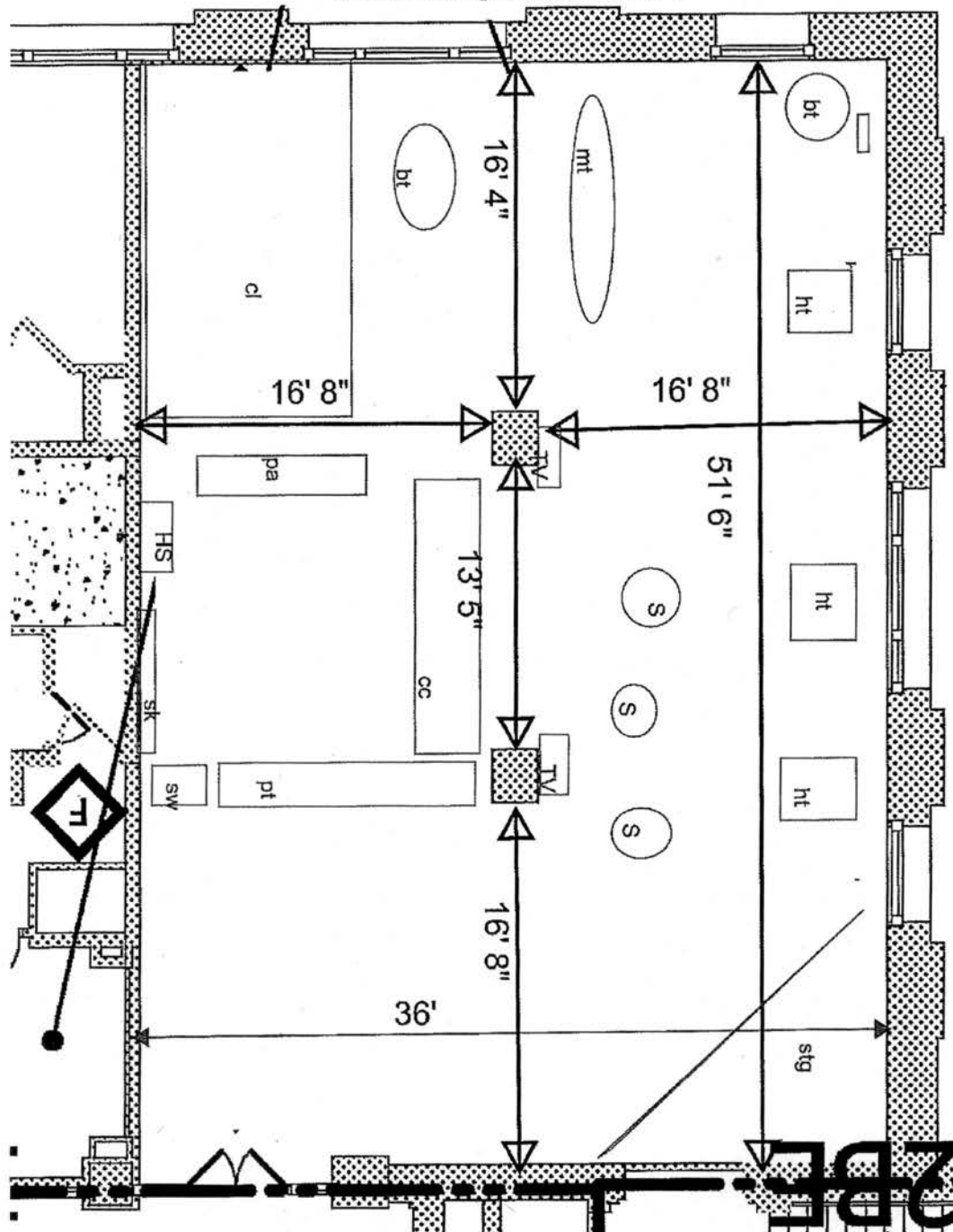


**Exhibit D**  
**TENANT'S WORK**

1. Except for the work to be completed by Landlord as provided in Section 2.2 of the Lease (the Landlord Work), Tenant, at its sole cost and expense, shall perform, or cause to be performed, the Tenant Work, as defined in Section 2.3 of the Lease in the Premises provided for in the Approved Plans described in this Exhibit D.
2. As used herein the term "Approved Plans" shall mean the Tenant Plans (as hereinafter defined), as and when approved in writing by Landlord. The Tenant Plans are to improve the Premises consistently with the concept plan as shown in this Exhibit D, and in a first class manner with materials and design consistent with a Class A property. The Tenant Plans shall be subject to Landlord's approval and the approval of all local governmental authorities requiring approval of the Tenant Work and/or the Approved Plans. Landlord shall give its approval or disapproval (giving general reasons in case of disapproval) of the Tenant Plans within ten (10) days after their delivery to Landlord. Landlord agrees not to unreasonably withhold its approval of said Tenant Plans; provided, however, that Landlord shall not be deemed to have acted unreasonably if it withholds its approval of the Tenant Plans because, in Landlord's reasonable opinion: the work as shown in the Tenant Plans is likely to adversely affect Building systems, the structure of the Building or the safety of the Building and/or its occupants; the Tenant Work as shown on the Tenant Plans might impair Landlord's ability to furnish services to Tenant, other tenants or permitted users of Union Depot; the Tenant Work would increase the cost of operating Union Depot; the Tenant Work would violate any governmental laws, rules, or ordinances, including with respect to the historic character of Union Depot (or interpretations thereof) by Landlord and agencies with jurisdiction regarding the historic character or the preservation thereof; the Tenant Work contains or uses hazardous or toxic materials or substances; the Tenant Work would adversely affect the appearance of Union Depot or detract from or conflict with its historic character or appearance; the Tenant Work might adversely affect another tenant's or users premises; or the Tenant Work is prohibited by any agreement or encumbrance affecting Union Depot. The foregoing reasons, however, shall not be the exclusive reasons for which Landlord may withhold consent, whether or not such other reasons are similar or dissimilar to the foregoing. If Landlord notifies Tenant that changes are required to the Tenant Plans submitted by Tenant, Tenant shall, within three (3) business days thereafter, submit to Landlord, for its approval, the Tenant Plans amended in accordance with the changes so required. The Tenant Plans shall also be revised, and the Tenant Work shall be changed, all at Tenant's cost and expense, to incorporate any work required in the Premises by any local governmental field inspector. Landlord's approval of the Tenant Plans shall in no way be deemed to be (i) an acceptance or approval of any element therein contained which is in violation of any applicable laws, ordinances, regulations or other governmental requirements, or (ii) an assurance that work done pursuant to the Approved Plans will comply with all applicable laws (or with the interpretations thereof) or satisfy Tenant's objectives and needs. The Approved Plans shall be incorporated into the Lease by reference when finally approved by Landlord in writing.
3. No Tenant Work shall be undertaken or commenced by Tenant in the Premises or on any of Union Depot until (i) Tenant has delivered, and Landlord has approved, all items set forth in Paragraph 2 above, (ii) all necessary building permits have been applied for and obtained by Tenant, and (iii) Landlord has completed the Landlord's Work.
4. In the event Tenant fails to deliver in sufficient and accurate detail the information required under Paragraph 2 above, or in the event Tenant, for any reason, fails to complete the Tenant Work on or before the Rent Commencement Date, Tenant shall be responsible for Rent and all other obligations set forth in the Lease from the Rent Commencement Date regardless of the degree of completion of the Tenant Work on such date, and no such delay in completion of the Tenant Work shall relieve Tenant of any of its obligations under the Lease.



# Tenant Concept Plan for Suite 120



## Landlord provided

- bt - (8) soft seats (2) black tables
- mt - (1) meeting table w/ 10 chairs
- cl - closet space
- hs - handwashing sink
- sk - (4) compartment sink

## Tenant provided

- stg - stage
- cc - coffee cart
- pt - product table
- pa - prep area
- sw - storage wall
- ht - (3) ht tables w/ 12 seats
- s - soft seating (12 seats)
- TV - (2) flat screen TV

**Exhibit E**  
**LANDLORD FURNITURE, FIXTURES, & EQUIPMENT**

Landlord will provide, out of existing inventory, the following furniture items which Tenant has acknowledged as being acceptable for use:

One executive conference room table (seats up to 10 people)

Ten chairs to place around the executive conference room

Eight soft chairs

Two small black tables

**Exhibit F**  
**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 Crystal Scott d/b/a The Java Express ("Tenant").

RECITALS

A. Landlord and Tenant entered into a lease dated \_\_\_\_\_, 2016 ("Lease") for certain premises located at Suite 140, Union Depot, 214 4<sup>th</sup> 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 \_\_\_\_\_, 2024.

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

RAMSEY COUNTY REGIONAL RAILROAD  
AUTHORITY:

CRYSTAL SCOTT

\_\_\_\_\_  
Timothy A. Mayasich, Director

By \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

Approved as to form:

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

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-32

Committee: Regional Railroad Authority

Meeting Date: 5/24/2016

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**SUBJECT: Amendment No. 2 to Agreement with Davis Communications Management, Inc. for the Riverview Corridor Communications Plan**

**REQUESTED ACTION**

1. Approve Amendment No. 2 to Agreement with Davis Communications Management, Inc., a Minnesota Corporation, 213 East Fourth Street, Saint Paul, MN 55101, to extend the term of the Agreement for the period of June 1, 2016 to May 31, 2017, in an amount not to exceed \$80,000.
2. Authorize the Chair to execute Amendment No. 2.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

**EXECUTIVE SUMMARY**

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors that benefit Ramsey County residents and businesses. The Metropolitan Council and the Counties Transit Improvement Board have identified the Riverview Corridor for future transitway investments. The Riverview Corridor is 12.3 miles long, extending from Union Depot in downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington.

In 2000, RCRRA completed a Major Investment Study and Bus Rapid Transit (BRT) was selected as the locally preferred alternative, which was not implemented. On January 23, 2013 the City of St. Paul passed resolution RES 13-113 requesting that RCRRA reexamine a transit connection through a study of the Riverview Corridor, defined as being between the Union Depot and the Minneapolis-St. Paul Airport/Mall of America, north of the Mississippi River.

On April 22, 2014, RCRRA awarded AECOM the technical contract for the completion of a Pre-Project Development Study to re-analyze the corridor. Currently underway, the study is determining the benefits, costs and impacts of implementing a higher level of transit investment in the Riverview Corridor. It will identify a Locally Preferred Alternative (LPA) for amendment into the region's Transportation Policy Plan which details regional transportation goals, plans and investment priorities. The LPA is also advanced through the Federal Transit Administration's New Starts process. The study process includes a significant public involvement effort to engage and inform the public and stakeholders groups in the corridor about the purpose and goals of the study and to respond to questions and concerns raised as the study progresses. Completion of the Riverview Corridor Pre-Project Development Study will be beneficial for the long-term development of a transitway network and implementation of transit improvements in Ramsey County.

On April 22, 2014, RCRRA awarded Davis Communications the Strategic Communications contract for the strategic communications activities in the corridor. This contract was awarded through a Request for Proposals process. This work involved consultation with the RCRRA and Riverview Corridor Policy Advisory Committee on the development of desired outcomes of the study and determining the best ways to communicate with the different audiences in the Riverview Corridor.

## Amendment No. 2 to Agreement with Davis Communications Mgmt, Inc. for the Riverview Corridor Comm

The initial work scope for Amendment No. 1 will be completed on May 31, 2016, but the need for strategic communications will not end. Staff requested that Davis Communications prepare a revised work scope through May 31, 2017. Amendment No. 2 to the Riverview Corridor Strategic Communications contract with Davis Communications Management Inc. provides for completing that work scope (attached) containing the following tasks:

1. Project management
2. Monitoring of community sentiment
3. Message consulting
4. Identify and actively engage key individuals and organizations

### **BUDGETARY IMPACT**

Funding of \$40,000 is available in the 2015 Riverview Pre-Project Development Study project budget and \$40,000 is available in the 2016 Riverview Corridor operating budget for Amendment No. 2 to the Riverview Corridor Strategic Communications contract with Davis Communications Management, Inc.

### **COUNTY MANAGER COMMENTS**

Ramsey County Regional Railroad Authority approval is required for the execution of Amendment No. 2 with Davis Communications Management, Inc.

### **PREVIOUS ACTION**

On June 16, 2015, RCRRA authorized the approval of Amendment No. 1 to Agreement Between Ramsey County Regional Railroad Authority and Davis Communications Management, Inc. For the Riverview Corridor Strategic Communications Plan in an amount not to exceed \$100,000 (Resolution R15-07).

On April 22, 2014, RCRRA authorized the selection of Davis Communications Management for the completion of strategic communications for the Riverview Corridor in an amount not to exceed \$50,000 (Resolution R14-11).

On January 28, 2014, RCRRA approved the release of a Request for Proposals for Strategic Communications for the Riverview Corridor Pre-Project Development Study (Resolution R14-07).

On September 24, 2013, RCRRA approved the membership of a Policy Advisory Committee that is geographically balanced, and includes residents, businesses, policy makers and agencies to provide guidance to the Ramsey County Regional Railroad Authority in preparing the Pre-Project Development Study (Resolution R13-30).

On May 7, 2013, RCRRA authorized the use of \$1,500,000 in Ramsey County Regional Railroad Authority funds for the completion of a Pre-Project Development Study for the Riverview Corridor. Of that amount, \$50,000 has been identified for the Strategic Communications Plan (Resolution R13-19).

### **ATTACHMENTS**

1. Draft Resolution
2. Draft Amendment No. 2
3. Schedule 1
4. Amendment No. 1
5. Agreement

DRAFT RESOLUTION

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 Riverview Corridor is 12.3 miles long, extending from the Union Depot in downtown St. Paul to the Minneapolis/St. Paul International Airport and the Mall of America in Bloomington; and

WHEREAS, On January 23, 2013 the City of St. Paul passed Resolution, RES 13-113, requesting that Ramsey County Regional Railroad Authority reexamine the Riverview Corridor; and

WHEREAS, On April 22, 2014 the Ramsey County Regional Railroad Authority passed Resolution R14-12 authorizing the chair to execute a contract with AECOM to provide consulting services for completion of the Riverview Corridor Pre-Project Development Study; and

WHEREAS, On April 22, 2014 the Ramsey County Regional Railroad Authority passed Resolution R14-11 authorizing the chair to execute a contract with Davis Communications Management to provide strategic communications for the Riverview Corridor Pre-Project Development Study; and

WHEREAS, On June 16, 2015, the Ramsey County Regional Railroad Authority passed Resolution R15-07 authorizing the Chair to execute Amendment No. 1 to Agreement Between Ramsey County Regional Railroad Authority and Davis Communications Management, Inc. For the Riverview Corridor Strategic Communications Plan; and

WHEREAS, the strategic communications scope of work included the development of desired outcomes of the study, a branding strategy, website and coordination with the technical consultant which has now been completed; and

WHEREAS, the Pre-Project Development Study is not yet complete and continues to require strategic communications assistance; and

WHEREAS, to provide continued strategic communications assistance, a second contract amendment is needed; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves Amendment No. 2 to Agreement with Davis Communications Management, Inc., a Minnesota Corporation, 213 East Fourth Street, Saint Paul, MN 55101, to extend the term of the Agreement for the period of June 1, 2016 to May 31, 2017, in an amount not to exceed \$80,000; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment No. 2; and Be It Further



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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. 2 to Agreement  
Between Ramsey County Regional Railroad Authority and Davis Communications  
Management, Inc. For the Riverview Corridor Strategic Communications Plan**

THIS AMENDMENT NO. 2 To the Agreement is made as of \_\_\_\_\_, 2016 and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, on behalf of the ("RCRRA") and Davis Communications Management, Inc., 213 East Fourth Street, Saint Paul, MN 55101 ("Consultant").

**Recitals**

WHEREAS, On June 3, 2014, RCRRA and Consultant executed Agreement ("Agreement") for strategic communications consulting services for the Riverview Corridor Pre-Project Development Study ("PPD Study"); and

WHEREAS, On June 24, 2015, RCRRA and Consultant executed Amendment No. 1 for continued strategic communications consulting services for the Riverview Corridor Pre-Project Development Study ("PPD Study"); and

WHEREAS, The RCRRA has determined that additional Services are required; and

WHEREAS, The parties wish to amend Exhibit A of the Agreement to extend the Agreement and the time for performance of the services to May 31, 2017, and to include the cost of the Amendment No. 2 Additional Services in the maximum not to exceed amount to be paid by the RCRRA to the Consultant;

NOW THEREFORE, the RCRRA and Consultant hereby amend the Agreement as follows:

1. **Exhibit A** of the Agreement was modified in Amendment No. 1 by adding to those already included in the Agreement the service described on attached Schedule 1 Proposed Strategic Communication Services in Support of the Second Phase of the Riverview Corridor Pre-Project Development Study ("Amendment No. 1 Additional Services"):
2. The maximum not to exceed amount to be paid to the Consultant in accordance with the schedule of costs and other terms and conditions of the Agreements increased by \$80,000 including reimbursable expenses to increase the total maximum not to exceed amount from the current contract maximum of \$150,000 to the amount of \$230,000 as shown on **Schedule 1**.
3. The Consultant shall provide services in accordance with the schedule provided on attached Schedule 1 and the term of the Agreement is extended to May 31, 2017.
4. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

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

Amendment No. 2 to Agreement with Davis Communications Management, Inc.

RAMSEY COUNTY REGIONAL  
RAILROAD AUTHORITY

DAVIS COMMUNICATIONS MANAGEMENT,  
INC.

\_\_\_\_\_  
Rafael E. Ortega, Chair  
Board of County Commissioners

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

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

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

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

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

Approval recommended:

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

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

Approved as to form and insurance

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

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

Amendment No. 2 to Agreement with Davis Communications Management, Inc.

SCHEDULE 1



RIVERVIEW  
CORRIDOR

Strategic Communication  
Services in Support the Second Phase  
of the Riverview Corridor  
Pre-Project Development Study.

**DAVIS** COMMUNICATIONS  
MANAGEMENT

incorporated



**ZIPKO**  
STRATEGY

## Overview

The Riverview Corridor is a 12 mile corridor connecting Union Depot in downtown St. Paul to the Minneapolis-St. Paul International Airport and Mall of America in Bloomington. It is entering the next phase of its Pre-Project Development (PPD) Study which will select a locally preferred alternative for the corridor. The PPD Study is anticipated to be completed in fall of 2016. The additional strategic communications activities proposed in this work scope will build upon the work already completed by Davis Communications including initial data gathering, message creation, and establishment of a framework to support the evaluation of transitway improvements in the corridor.

The Davis Communications (DC) team assisted the RCRRA and AECOM Consultants, the lead consultant on the PPD Study (Project Team) in the creation of initial messages, the branding scheme, a website, and other communications materials that supported the PPD Study. As the PPD Study moves into the evaluation of alternatives (mode and alignment) phase, the communications work to support the Project Team will evolve to match the needs of the project.

To reflect the changes in the project, DC has developed the following work scope to cover strategic communications activities from June 1, 2016 to May 31, 2017. This work scope refines and enhances the DC role in support the Project Team's activities with the PPD Study.

To effectively complete this work, strong coordination with the Project Team is necessary.

## **About the Riverview Corridor**

The Riverview Corridor is a 12 mile corridor that runs from Union Depot in downtown Saint Paul to Minneapolis-St. Paul International Airport and the Mall of America. It connects neighborhoods, historic districts, businesses, thriving commercial districts, redevelopment opportunity sites, and the capitol city to each other and to regional transportation network.

The Ramsey County Regional Railroad Authority is currently leading a Pre-Project Development (PPD) Study to identify the most effective way to invest in new transit for the specific corridor. The goal for this process is to review data and other information to select a locally preferred transit mode (or modes) and a transit alignment (or alignments) by the fall of 2016.

The PPD Study has been underway since June of 2014. This is the second time this corridor has gone through a technical analysis to better identify and understand opportunities for a transitway investment. The previous effort, a Major Investment Study in 2000, completed a great deal of planning and analysis but did not result in the construction of a transitway improvement.

A Policy Advisory Committee (PAC) and a Technical Advisory Committee (TAC) have been established to guide the PPD Study. Both committees are seeking and gathering public and stakeholder input throughout the process to better understand the corridor's current and future transit needs.

The PPD Study will provide the PAC with the technical data and public engagement needed to narrow the list of mode and alignment alternatives allowing the PAC to make an informed and data-supported decision on the Riverview Corridor's Locally Preferred Alternative (LPA). Following the PAC's recommendation on the LPA, the LPA will be forwarded to impact cities and counties who will take formal action to approve it. Once approved by the impacted cities and counties, the Metropolitan Council, the region's planning organization, will adopt the LPA into the region's long range transportation plan. Following completion of the PPD Study and the adoption of the LPA, the next phase for the corridor will be to undertake environmental analysis.

Community and media awareness of the Riverview Corridor PPD Study has been assisted by the launch of the Green Line, historic connection to the previous planning efforts, and ongoing transportation and land use studies being completed by the City of St. Paul.



**Next phase for the project**

The next phase of the project will include the completion of the Purpose and Need Statement for the project and identification of the universe of alternatives (mode and alignment). The Purpose and Need will define the specific purpose of the project as well as when need is being addressed by the project. Additionally, within the Purpose and Need there are Goals and Objectives which seek to identify what the community would like to accomplish through addressing the Purpose and Need.

The development of the Purpose and Need will include additional public engagement activities including the second of a series of four open house series associated with the PPD Study as well as community and small group meetings. These public engagement activities will gather public input to inform the TAC and PAC in the evaluation of the various transit modes and alignments for the corridor.

Public engagement will continue to be critically important to raise awareness of the work being done, encourage community participation, and to help the project team gather information, ideas and perspectives from as many stakeholders as possible throughout the corridor.

The first phase of strategic communications work helped create and establish public engagement channels. Strategic Communications activities for the balance of the PPD Study will require continued population and management of existing communications channels and work to improve the overall effectiveness of all communications work to ensure the Project Team has an accurate assessment of the public preferences for the development of transit in the corridor.

To support the continued planning work and key decisions, there is an ongoing need to monitor and assess messages being generated and information being shared within the community, via the media and other communications channels. Monitoring, reviewing, and analyzing this information will allow the Project Team to maintain an active connection to community conversations happening and to better understand the validity of the information received through the public engagement channels.

The following work scope is proposed by DC for Strategic Communications Activities for the Riverview Corridor from June 1, 2015 to May 31, 2016.

**Task 1: Project Management**

Strategic communication needs to be coordinated with and inform the work of the study and the public engagement effort to reach a study outcome that supports leadership's vision for transit in the corridor. This must be closely coordinated with the study project manager, the engineering team and the public engagement

team. This is done with regular and consistent meetings so there is a full understanding across all teams of the status and direction of the project.

Deliverables:

- Participate in weekly public engagement planning meetings as requested.
- Participate in pre-project development planning meetings as requested.
- Attend monthly Policy Advisory Committee meetings and participate as requested.
- Coordinate public communication with the study project manager, the engineering team and the public engagement team to ensure that they support key messages and are consistent through all communications.
- Provide monthly activity reports to document progress in providing deliverables and in completing work tasks.

**Task 2: Monitoring Community Sentiment:**

Our team will leverage our established contacts in the community and meet regularly with project staff and leadership to report on community sentiment and activity within the community that will have an impact on the study and strategize a response, if necessary.

When misinformation is detected, we will quickly consult with project staff and strategically respond by correcting the misinformation, identifying appropriate spokespeople to counter misinformation and monitoring the results of the correction.

We will participate in community leadership events and activities. As engaged members of the greater Twin Cities civically engaged community, we are constantly in touch with community influencers who can offer information and deliver information through formal and informal channels.

Deliverables:

- Help project team develop and execute plans, messages, and other activities for community meetings, public events, and other activities in which the project engages different audiences within the corridor.
- Advise the project team on items identified through strategic communications activities which may impact the PPD Study schedule.
- Attend open house public engagement events and other public engagement activities as requested.
- Provide updates to project staff via email, phone or meetings about the level of community support and/or opposition to transit alternatives under study.

- Monitor and help the project leadership team analyze media coverage about the study and other issues that can impact the project and key audiences within the corridor.
- Consult with project staff on critical issues to identify the appropriate response including correcting misinformation, identifying appropriate spokespeople to counter misinformation, and monitoring.

### **Task 3: Message consulting**

Throughout the PPD Study, our team will provide strategic counsel related to messaging and other communications efforts focused on communities within the corridor. This will assure that messages used in public outreach will support positive community support of the corridor vision.

#### Deliverables:

- Provide ongoing guidance and counsel to assure that messages from the project will support a desired outcome of the study.

### **Task 4: Identify and Actively Engage Key Individuals and Organizations**

To assure that voices of community members who understand and support the corridor vision are part of the engagement report, we will identify and actively engage key individuals and organizations within the corridor. We will encourage and help support active participation within the public engagement channels through the sharing of messages of support.

We will regularly check in with formal and informal community leaders to understand what is being said in the community. Through this work along with attendance and participation in community activities and organizations, we will strengthen our understanding of opinions, understanding and activity related to Riverview Corridor held by influential stakeholders.

We will focus on providing or assisting individuals and organizations who are supportive of the corridor vision with opportunities to express their position both within and outside of the public engagement channels.

- Specific methods for achieving this include:
  - Meeting with supporting groups that will deliver supportive messages for the project;
  - Meeting with individuals and leaders of groups of people likely to participate in public engagement in a way that supports the vision.

#### Deliverables:

- Meet with individuals and with formal and informal leaders from a variety of stakeholder groups to activate them on behalf of transit improvements in the Riverview Corridor through the formal public engagement channels and informal channels.

- Report to the project management team on activity and information gathered.
- Meet with individuals and groups that will deliver messages for the project.
- Meet with leaders of groups of people likely to participate in public engagement in a way that supports the vision.

In addition to the above tasks, DC recommends the completion of the following additional task.

**Proposed cost:**

A monthly retainer budget provides for flexibility in the work being completed and a predictable budget and related costs, while still providing the project team with a thorough accounting of work being completed.

To complete the work described in tasks 1 through 4, a monthly retainer \$5,000 for twelve months is required for a total cost of \$60,000. Additionally, a contingency budget of \$20,000 is proposed to be used to respond to unforeseen needs or changes in the scope of the project. It would be accessed only upon prior written approval from the project team. The estimated hourly breakdown is detailed below for planning purposes.

Our estimate of hours per task is as follows:

| <b><u>Work Task</u></b>                                                   | <b><u>Hours</u></b> | <b><u>Budget</u></b> |
|---------------------------------------------------------------------------|---------------------|----------------------|
| Task 1: Project Management                                                | 125                 | \$18,750             |
| Task 2: Monitoring Community Sentiment                                    | 100                 | \$15,000             |
| Task 3: Message Consulting                                                | 75                  | \$11,250             |
| Task 4: Identify and Actively Engage Key<br>Individuals and Organizations | 100                 | \$15,000             |
| <b>Total Tasks 1-4</b>                                                    | 400                 | \$60,000             |
|                                                                           |                     |                      |
| Contingency                                                               |                     | \$20,000             |
| <b>Total*</b>                                                             |                     | \$80,000             |

Our hourly rate for work beyond tasks 1-4 will be \$150.00. No work will be completed outside of the scope of Tasks 1-4 without approval and a written notice to proceed.

**Amendment No. 1 to Agreement  
Between Ramsey County Regional Railroad Authority and Davis Communications Management,  
Inc. For the Riverview Corridor Strategic Communications Plan**

THIS AMENDMENT NO. 1 To the Agreement is made as of June 24, 2015 and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, on behalf of the ("RCRRA") and Davis Communications Management, Inc., 213 E. Fourth Street, Saint Paul, MN 55101 ("Consultant")

**Recitals**

WHEREAS, On June 3, 2014, RCRRA and Consultant executed Agreement ("Agreement") for strategic communications consulting services for the Riverview Corridor Pre-Project Development Study ("PPD Study");

WHEREAS, The RCRRA has determined that additional Services are required; and

WHEREAS, The parties wish to amend Exhibit A of the Agreement to modify Tasks 1, 2, 3, 4, and 5 listed in the original Scope of Services, to include the additional scope of services provided by the Consultant ("Amendment No. 1 Additional Services"), to extend the Agreement and the time for performance of the the services to May 31, 2016, and to include the cost of the Amendment No. 1 Additional Services in the maximum not to exceed amount to be paid by the RCRRA to the Consultant;

NOW THEREFORE, the RCRRA and Consultant hereby amend the Agreement as follows:

1. **Exhibit A** of the Agreement is modified by adding to those already included in the Agreement the service described on attached Schedule 1 Proposed Strategic Communication Services in Support of the Second Phase of the Riverview Corridor Pre-Project Development Study ("Amendment No. 1 Additional Services"):
2. The maximum not to exceed amount to be paid to the Consultant in accordance with the schedule of costs and other terms and conditions of the Agreement is increased by \$100,000 including reimbursable expenses to increase the total maximum not to exceed amount from the current contract maximum of \$50,000 to the amount of \$150,000 as shown on **Schedule 1**.
3. The Consultant shall provide services in accordance with the schedule provided on attached Schedule 1 and the term of the Agreement is extended to May 31, 2016. .
4. Except as modified herein, the terms of the Agreement shall remain in full force and effect.



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

RAMSEY COUNTY REGIONAL  
RAILROAD AUTHORITY

  
Rafael E. Ortega, Chair  
Board of County Commissioners

Date: 6/24/15

DAVIS COMMUNICATIONS MANAGEMENT,  
INC.

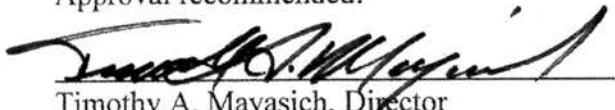
By: 

Print Name: TREAVOR DAVIS

Title: PRINCIPAL

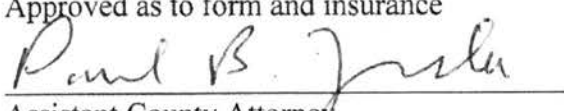
Date: 6/18/15

Approval recommended:

  
Timothy A. Mayasich, Director  
Ramsey County Regional Railroad Authority

Date: 6/23/15

Approved as to form and insurance

  
Assistant County Attorney

Date: 6/22/15

**SCHEDULE 1**



**RIVERVIEW  
CORRIDOR**

**Strategic Communication  
Services in Support of the Second Phase  
Of the Riverview Corridor  
Pre-Project Development Study**

**DAVIS COMMUNICATIONS  
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STRATEGY

## **Overview**

The Riverview Corridor is a 12 mile corridor connecting Union Depot in downtown St. Paul to the Minneapolis-St. Paul International Airport and Mall of America in Bloomington. It is entering the next phase of its Pre-Project Development (PPD) Study which will select a locally preferred alternative for the corridor. The PPD Study is anticipated to be completed in early 2016. The additional strategic communications activities proposed in this work scope will build upon the work already completed by Davis Communications including initial data gathering, message creation, and establishment of a framework to support the evaluation of transitway improvements in the corridor.

The Davis Communications (DC) team assisted the RCRRA and AECOM Consultants, the lead consultant on the PPD Study (Project Team) in the creation of initial messages, the branding scheme, a website, and other communications materials that supported the PPD Study. As the PPD Study moves into the evaluation of alternatives (mode and alignment) phase, the communications work to support the Project Team will evolve to match the needs of the project.

To reflect the changes in the project, DC has developed the following work scope to cover strategic communications activities from June 1, 2015 to May 31, 2016. This work scope refines and enhances the DC role in support the Project Team's activities with the PPD Study.

To effectively complete this work, strong coordination with the Project Team is necessary.

## **About the Riverview Corridor**

The Riverview Corridor is a 12 mile corridor that runs from Union Depot in downtown Saint Paul to Minneapolis-St. Paul International Airport and the Mall of America. It connects neighborhoods, historic districts, businesses, thriving commercial districts, redevelopment opportunity sites, and the capitol city to each other and to regional transportation network.

The Ramsey County Regional Railroad Authority is currently leading a Pre-Project Development (PPD) Study to identify the most effective way to invest in new transit for the specific corridor. The goal for this process is to review data and other information to select a locally preferred transit mode (or modes) and a transit alignment (or alignments) by the first quarter of 2016.

The PPD Study has been underway since June of 2014. This is the second time this corridor has gone through a technical analysis to better identify and understand opportunities for a transitway investment. The previous effort, a Major Investment Study in 2000, completed a great deal of planning and analysis but did not result in the construction of a transitway improvement.

A Policy Advisory Committee (PAC) and a Technical Advisory Committee (TAC) have been established to guide the PPD Study. Both committees are seeking and gathering public and stakeholder input throughout the process to better understand the corridor's current and future transit needs.

The PPD Study will provide the PAC with the technical data and public engagement needed to narrow the list of mode and alignment alternatives allowing the PAC to make an informed and data-supported decision on the Riverview Corridor's Locally Preferred Alternative (LPA).

Following the PAC's recommendation on the LPA, the LPA will be forwarded to impact cities and counties who will take formal action to approve it. Once approved by the impacted cities and counties, the Metropolitan Council, the region's planning organization, will adopt the LPA into the region's long range transportation plan. Following completion of the PPD Study and the adoption of the LPA, the next phase for the corridor will be to undertake environmental analysis.

Community and media awareness of the Riverview Corridor PPD Study has been assisted by the launch of the Green Line, historic connection to the previous planning efforts, and ongoing transportation and land use studies being completed by the City of St. Paul.

## **Next phase for the project**

The next phase of the project will include the completion of the Purpose and Need Statement for the project and identification of the universe of alternatives (mode and alignment). The Purpose and Need will define the specific purpose of the project as well as when need is being addressed by the project. Additionally, within the Purpose and Need there are Goals and Objectives which seek to identify what the community would like to accomplish through addressing the Purpose and Need.

The development of the Purpose and Need will include additional public engagement activities including the second of a series of four open house series associated with the PPD Study as well as community and small group meetings. These public engagement activities will gather public input to inform the TAC and PAC in the evaluation of the various transit modes and alignments for the corridor.

Public engagement will continue to be critically important to raise awareness of the work being done, encourage community participation, and to help the project team gather information, ideas and perspectives from as many stakeholders as possible throughout the corridor.

The first phase of strategic communications work helped create and establish public engagement channels. Strategic Communications activities for the balance of the PPD Study will require continued population and management of existing communications channels and work to improve the overall effectiveness of all communications work to ensure the Project Team has an accurate assessment of the public preferences for the development of transit in the corridor.

To support the continued planning work and key decisions, there is an ongoing need to monitor and assess messages being generated and information being shared within the community, via the media and other communications channels. Monitoring, reviewing, and analyzing this information will allow the Project Team to maintain an active connection to community conversations happening and to better understand the validity of the information received through the public engagement channels.

The following work scope is proposed by DC for Strategic Communications Activities for the Riverview Corridor from June 1, 2015 to May 31, 2016.

### **Task 1: Project Management**

Strategic communication needs to be coordinated with and inform the work of the study and the public engagement effort to reach a study outcome that supports leadership's vision for transit in the corridor. This must be closely coordinated with the study project manager, the engineering team and the public engagement team. This is done with regular and consistent meetings so there is a full understanding across all teams of the status and direction of the project.

#### Deliverables:

- Participate in weekly public engagement planning meetings as requested.
- Participate in pre-project development planning meetings as requested.
- Attend monthly Policy Advisory Committee meetings and participate as requested.
- Coordinate public communication with the study project manager, the engineering team and the public engagement team to ensure that they support key messages and are consistent through all communications.
- Provide monthly activity reports to document progress in providing deliverables and in completing work tasks.

### **Task 2: Monitoring Community Sentiment:**

Our team will leverage our established contacts in the community and meet regularly with project staff and leadership to report on community sentiment and activity within the community that will have an impact on the study and strategize a response, if necessary.



When misinformation is detected, we will quickly consult with project staff and strategically respond by correcting the misinformation, identifying appropriate spokespeople to counter misinformation and monitoring the results of the correction.

We will participate in community leadership events and activities. As engaged members of the greater Twin Cities civically engaged community, we are constantly in touch with community influencers who can offer information and deliver information through formal and informal channels.

**Deliverables:**

- Help project team develop and execute plans, messages, and other activities for community meetings, public events, and other activities in which the project engages different audiences within the corridor.
- Advise the project team on items identified through strategic communications activities which may impact the PPD Study schedule.
- Attend open house public engagement events and other public engagement activities as requested.
- Provide updates to project staff via email, phone or meetings about the level of community support and/or opposition to transit alternatives under study.
- Monitor and help the project leadership team analyze media coverage about the study and other issues that can impact the project and key audiences within the corridor.
- Consult with project staff on critical issues to identify the appropriate response including correcting misinformation, identifying appropriate spokespeople to counter misinformation, and monitoring.

**Task 3: Message consulting**

Throughout the PPD Study, our team will provide strategic counsel related to messaging and other communications efforts focused on communities within the corridor. This will assure that messages used in public outreach will support positive community support of the corridor vision.

**Deliverables:**

- Provide ongoing guidance and counsel to assure that messages from the project will support a desired outcome of the study.

**Task 4: Identify and Actively Engage Key Individuals and Organizations**

To assure that voices of community members who understand and support the corridor vision are part of the engagement report, we will identify and actively engage key individuals and organizations within the corridor. We will encourage and help support active participation within the public engagement channels through the sharing of messages of support.

We will regularly check in with formal and informal community leaders to understand what is being said in the community. Through this work along with attendance and participation in community activities and organizations, we will strengthen our understanding of opinions, understanding and activity related to Riverview Corridor held by influential stakeholders.

Amendment No. 1 to Agreement with Davis Communications Management, Inc.



We will focus on providing or assisting individuals and organizations who are supportive of the corridor vision with opportunities to express their position both within and outside of the public engagement channels.

- Specific methods for achieving this include:
  - Meeting with supporting groups that will deliver supportive messages for the project;
  - Meeting with individuals and leaders of groups of people likely to participate in public engagement in a way that supports the vision.

Deliverables:

- Meet with individuals and with formal and informal leaders from a variety of stakeholder groups to activate them on behalf of transit improvements in the Riverview Corridor through the formal public engagement channels and informal channels.
- Report to the project management team on activity and information gathered.
- Meet with individuals and groups that will deliver messages for the project.
- Meet with leaders of groups of people likely to participate in public engagement in a way that supports the vision.

In addition to the above tasks, DC recommends the completion of the following additional task.

**Optional Task 5: Survey**

To help better understand the broader impact of these changes we strongly recommend that the project invest in an information survey that will gather more detailed and statistically valid views from a representative sample of community residents. This will guide the public engagement activities and allow the study to make decisions with statistically supportable data.

This is important because the corridor has changed significantly since the first effort to plan and study enhanced transit. There are thousands of new residents living in a broader mix of housing throughout the corridor than existed before. Business and economic development has transformed former breweries, polluted sites, and under-utilized properties into new projects that have created a significant number of new jobs. Finally, the region has seen the success of two new LRT lines as well as the launch of new BRT projects.

It will be important for the project to objectively take these factors into account as it develops information about routes and modes for new transit in the corridor. Information obtained through the survey will be available throughout the study to guide outreach and messaging.

Deliverable:

- A survey of residents and business representatives in the corridor
- A completed analysis of the survey results to provide a statistically supported understanding of the public preferences for transit infrastructure in the Riverview Corridor.

### Proposed cost:

A monthly retainer budget provides for flexibility in the work being completed and a predictable budget and related costs, while still providing the project team with a thorough accounting of work being completed.

To complete the work described in tasks 1 through 4, a monthly retainer \$5,000 for twelve months is required for a total cost of \$60,000. Additionally, a contingency budget of \$40,000 is proposed to be used to respond to unforeseen needs or changes in the scope of the project such as the addition of Optional Task 5. It would be accessed only upon prior written approval from the project team. The estimated hourly breakdown is detailed below for planning purposes.

Our estimate of hours per task is as follows:

| <b><u>Work Task</u></b>                                                | <b><u>Hours</u></b> | <b><u>Budget</u></b> |
|------------------------------------------------------------------------|---------------------|----------------------|
| Task 1: Project Management                                             | 125                 | \$18,750             |
| Task 2: Monitoring Community Sentiment                                 | 100                 | \$15,000             |
| Task 3: Message Consulting                                             | 75                  | \$11,250             |
| Task 4: Identify and Actively Engage Key Individuals and Organizations | 100                 | \$15,000             |
| <b>Total Tasks 1-4</b>                                                 | 400                 | \$60,000             |
| Optional Task 5: Survey                                                |                     | \$20,000             |
| Contingency                                                            |                     | \$40,000             |
| <b>Total*</b>                                                          |                     | \$100,000            |

\*Optional Task 5 could be funded from the contingency.

Our hourly rate for work beyond tasks 1-4 will be \$150.00. No work will be completed outside of the scope of Tasks 1-4 without approval and a written notice to proceed.

**Agreement  
Between Ramsey County Regional Railroad Authority and  
Davis Communications Management, Inc.  
For the Riverview Corridor Strategic Communications Plan**

This is an Agreement between Ramsey County Regional Railroad Authority, Minnesota, a political subdivision of the State of Minnesota, on behalf of the ("RCRRA") and Davis Communications Management, Inc., a Minnesota corporation, 213 E. Fourth Street, Saint Paul, MN 55101 ("Contractor").

WHEREAS, The Riverview Corridor extends from Union Depot in Saint Paul southeast to the MSP International Airport and the Mall of America, and

WHEREAS, The RCRRA is the fiscal agent of the Riverview Corridor Policy Advisory Committee ("PAC"), a joint powers board of cities and counties along the Riverview Corridor and is also a member of the PAC; and

WHEREAS, the PAC requires the services of a public relations firm to provide strategic communications planning (the "Project") to support the Riverview Corridor Pre-Project Development Study (the "Study"); and

WHEREAS, on February 5, 2014 the RCRRA released the Request for Proposals (the "RFP") for the Project; and

WHEREAS, Using the evaluation criteria set forth in the RFP, and based on the written proposals and vendor interviews, the RCRRA has determined that the Contractor's Proposal best meets the RCRRA's needs; and

The proposal submitted by the Contractor complies with the requirements set forth in the RFP for Strategic Communications planning and is within the Project budget; Now, Therefore,

The County and the Contractor agree as follows:

1. **Scope of Services**  
The Contractor shall provide the services described in **Exhibit A**, Scope of Services.
2. **County Roles and Responsibilities**  
The RCRRA shall provide the facilities, equipment, and participants, as specified in the Scope of Services, **Exhibit A**.
3. **Time**  
The services will be provided according to the following schedule:
  - a. All services described within the Scope of Services, **Exhibit A**, must be completed by May 31, 2015.

**4. Cost/Payment**

- a. The RCRRA will pay the Contractor, consistent with the rates shown in **Exhibit B**, on a time and materials basis up to a maximum not-to-exceed sum of \$50,000, inclusive of expenses.
- b. Reimbursement of expenses, if included, will be made consistent with Ramsey County policies. The RCRRA will reimburse only the actual cost of out of pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the RCRRA and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by this Agreement will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.
- c. The Contractor shall submit monthly invoices to the RCRRA for services as set forth in **Exhibit A**, Scope of Services. Payment will be made within 35 days of receipt of a detailed invoice.
- d. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

**5. Independent Contractor**

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

**6. Indemnification**

The Contractor shall indemnify, hold harmless and defend the RCRRA, its officials, employees, and agents from any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the RCRRA, its officials, employees, and agents may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent act or omission or willful misconduct of the Contractor, its employees, or agents in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

**7. Insurance**

- a. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
- b. The Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the RCRRA throughout the term of this Agreement.
  - b.1 Commercial General Liability Insurance
    - b.1.1 \$ 1,500,000 per occurrence  
\$ 2,000,000 general aggregate  
\$ 2,000,000 products/completed operations total limit  
\$ 1,500,000 personal injury and advertising liability
    - b.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or the equivalent.
    - b.1.3 Ramsey County Regional Railroad Authority, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Contractor, using ISO endorsement form CG 20 26 or the equivalent.
  - b.2 Workers' Compensation and Employer's Liability
    - b.2.1 Workers' Compensation as required by Minnesota Statutes
    - b.2.2 Employer's Liability limits:  
\$500,000/\$500,000/\$500,000
  - b.3 Professional Liability/Errors and Omissions Coverage (if applicable)
    - b.3.1 Per Claim Limit: \$ 500,000  
Per Occurrence Limit: \$1,500,000  
Aggregate Limit: \$2,000,000
    - b.3.2 All policies shall be written as acceptable to RCRRA.
    - b.3.3 Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then: 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of this Agreement; and 2) evidence of coverage shall be provided for three years beyond expiration of this Agreement.



- c. All Certificates of Insurance shall provide that the insurer gives the RCRRA prior written notice of cancellation, non-renewal and/or any material change in policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable.
- d. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Contractor to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
- e. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Contractor shall not commence work until the Contractor has obtained the required insurance and filed an acceptable Certificate of Insurance with the RCRRA.
- f. Nothing in this Agreement shall constitute a waiver by the RCRRA of any statutory or common law immunities, limits, or exceptions on liability.
- g. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

**8. Non-Assignability**

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the RCRRA.

**9. Unavailability of Funding**

The purchase of goods or services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds from the Board of RCRRA Commissioners. The RCRRA may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of RCRRA Commissioners. Upon receipt of the RCRRA's notice of termination of the Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the RCRRA.

**10. Non-Conforming Services**

The acceptance by the RCRRA of any non-conforming services under the terms of this Agreement or the foregoing by the RCRRA of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the RCRRA's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the RCRRA provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.



**11. Equal Employment Opportunity**

The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the RCRRRA, the Contractor shall furnish a written affirmative action plan.

**12. Workforce Diversity**

The Contractor shall make good faith efforts throughout the term of this Agreement, and any extensions thereof, to employ persons of color for all classifications of work under this Agreement, and shall, when requested by the RCRRRA, submit a written report to the RCRRRA regarding the efforts and results of such efforts, including employment by job classification.

**13. Prevailing Wage**

Contractors 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. 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.

**14. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined 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.

**15. Subcontractor Payment**

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

**16. Setoff**

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

**17. Data Practices**

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

**18. Compliance With Applicable Law**

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

**19. Audit**

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

**20. Termination**

**a. With Cause**

The RCRRA reserves the right to suspend or terminate this Agreement if the Contractor violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the RCRRA. In the event that the RCRRA exercises its right of suspension or termination under this

Paragraph, it shall submit written notice to the Contractor, specifying the extent of such suspension or termination under this Paragraph, the reasons therefore, and the date upon which such suspension or termination becomes effective. Upon receipt of such notice, the Contractor shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the suspended or terminated portions of this Agreement.

**b. Without Cause**

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

**21. Conflict of Interest**

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

**22. Waste Reduction**

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

**23. Alteration**

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

**24. HIPAA Compliance**

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

**25. Interpretation of Agreement; Venue**

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

**26. Reimbursable Expenses**

If reimbursement of expenses is specifically authorized in the agreement, the provisions of this paragraph shall apply. The RCRRA will pay the Contractor for mileage costs incurred in the performance of services under this Agreement at the rate currently paid to reimburse RCRRA employees. All air travel shall first be authorized by the RCRRA, and shall be reimbursed at the cost of economy fare. Related food, ground transportation, and lodging expenses shall be reimbursed at a rate consistent with the Runzheimer Index.

All other allowable expenses will be reimbursed at Contractor's actual cost.

**27. Contractor Certification Regarding Debarment, Suspension, and Responsibility**

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

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
2. Have not within a three-year period preceding this Agreement:
  - a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
  - b. violated any federal or state antitrust statutes; or
  - c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
  - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
  - b. violating any federal or state antitrust statutes; or
  - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
4. Have not had one or more public transactions terminated with in the preceding three years for cause or default; and
5. Shall not knowingly enter into any transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and that they will require any

subcontractor that receives more than \$100,000 to make a similar certification as set forth herein; and

6. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and
7. Shall immediately give written notice to the RCRRA should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

**28. Energy Conservation**

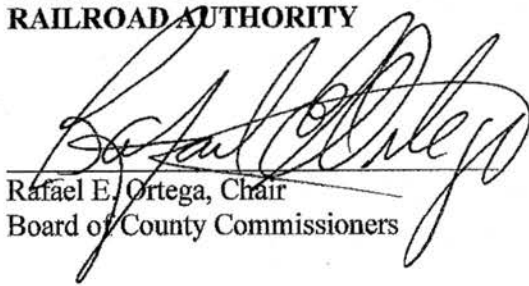
The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**29. Entire Agreement**

This Agreement, including **Exhibit A and Exhibit B**, is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the service identified in this Agreement. If there are any inconsistencies between the forgoing provisions of this Agreement (Sections 1 through 29) and **Exhibit A or Exhibit B**, the provisions of Sections 1 through 28 of this Agreement shall prevail.

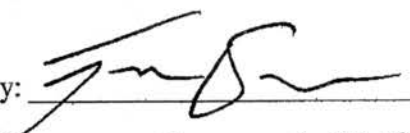
WHEREFORE, this Agreement is duly executed on the last date written below.

**RAMSEY COUNTY REGIONAL  
RAILROAD AUTHORITY**

  
Rafael E. Ortega, Chair  
Board of County Commissioners

Date: 6/3/14

**Davis Communications Management, Inc.**

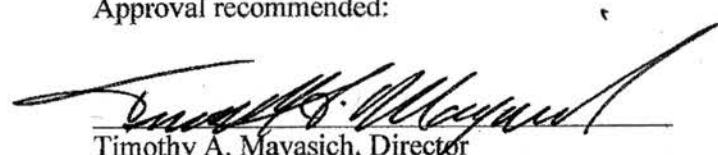
By: 

Print Name: TIM GOURS DAVIS

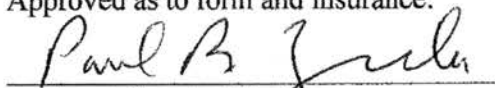
Title: PRESIDENT

Date: 5/27/14

Approval recommended:

  
Timothy A. Mayasich, Director  
Ramsey County Regional Railroad Authority

Approved as to form and insurance:

  
Assistant County Attorney

Date: 6/3/14



## **Exhibit A**

### **Scope of Services**

Davis Communications Management will be responsible for completing the following Strategic Communications Planning Tasks.

#### **Task 1**

##### **Project Management**

The contractor will coordinate all strategic communications efforts with Ramsey County Regional Railroad Authority and the PPD Study vendor. This includes participation in weekly meetings of the project management group and participation or briefings of the Policy Advisory Committee and Technical Advisory Committee as needed.

#### **Task 2**

##### **Strategic Message Development**

The Strategic Communication Plan will specify the tactics to be implemented through the course of this work. Including but not limited to the following elements:

- Key Messages
- Key stakeholders list
- Branding
- Digital Communications tactics including
  - Website
  - Facebook
  - E Newsletters
  - Content plan
- Media Outreach
- Community outreach (in coordination with the stakeholder and public involvement elements of the PPD Study Contract)
- Strategic Project Management
  - Development of an implementation calendar that includes:
    - Website updates
    - Quarterly E- Newsletter content production schedule
    - Report content and production
    - Media outreach schedule
    - Community Advocacy and event schedule
    - Community speaker schedule
    -

The plan will prioritize elements identified in the planning process as the most effective and/or cost efficient channels to reaching the key audiences. It will specify actions to be implemented.

#### **Task 3**

##### **Branding**

The contractor will develop a logo/ graphic identity for the Riverview Corridor PPD Study and usage instructions. The usage instructions will guide the strategic communications team and the PPD Study team in the process to create supporting materials that include templates for letters, news releases and presentations in order to ensure the project uses a consistent look and feel in how it communicates.

#### **Task 4**

##### **Website Development**

Development of a website using a Content Management System (CMS) agreed upon with the PPD Study vendor. The website will include project updates, community meeting schedules, and information developed to support the success of the PPD Study.

#### **Task 5**

##### **Implementation of tactics specified in the Strategic Communications Plan.**

The tactical plan developed through the strategic planning process will identify the specific scope of actions to be taken over the course of the effort including but not limited to:

##### **Task 5.1**

##### **Project Partnership Development**

The contractor will help RCRRA and its team foster partnerships with stakeholders and stakeholder groups to increase the reach and effectiveness of our communications efforts.

##### **Task 5.2**

##### **Media and Community Relations**

The contractor will perform the following tasks:

- Development and expansion of the media/stakeholder list
- Monitor and assess media coverage of the Riverview Corridor PPD Study and related issues
- Create and manage an earned media plan that will identify a series of media pitch opportunities and authored opinion articles and then help coordinate media outreach to better support the project as it moves through key milestones
- Respond to coverage or opinion pieces that are counter to key facts or RCRRA messages.

##### **Task 5.3**

##### **Community Engagement**

The contractor will assist the PPD Study team in creating audiences for the community engagement effort.

##### **Task 5.4**

##### **Social Media and Digital Outreach**

The contractor will develop a plan to regularly update content on the website and social media channels that will be designed to engage and drive stakeholders to join the page. The contractor will establish a Facebook page that will be actively managed to attract a large following and to offer messages on behalf of transit development in the Riverview Corridor.

##### **Task 5.5**

##### **Material Development**

In coordination with the Ramsey County Regional Railroad Authority and the PPD Study vendor, the Contractor will produce digital materials specified in the Strategic Communications Plan that may include:

- Fact sheet detailing the corridor, the PAC, and its priorities
- E-newsletter (quarterly) and their distribution
- Supporter distribution list
- Press Releases and their distribution
- Supporter tool kit
- Sample Letters to the editor
- Sample editorials

**Exhibit B**  
**Contractor Rate Sheet**

Davis Communications Management will invoice the RCRRA for this work on a time and materials basis this work at a blended hourly rate of \$150.00.

The budget and estimated materials cost provide for up to 275 hours of consulting time.

| Project Element                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Estimated Hours |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Task 1</b><br><b>Project Management</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 35              |
| <b>Task 2</b><br><b>Strategic Message Development</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      | 35              |
| <b>Task 3</b><br><b>Branding</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 30              |
| <b>Task 4</b><br><b>Website Development</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                | 15              |
| <b>Task 5</b><br><b>Implementation of tactics specified in the Strategic Communications Plan.</b><br>The tactical plan developed through the strategic planning process will identify actions to be taken over the course of the effort including but not limited to:<br>Task 5.1<br>Project Partnership Development<br>Task 5.2<br>Media and Community Relations<br>Task 5.3<br>Community Engagement<br>Task 5.4<br>Social Media and Digital Outreach<br>Task 5.5<br>Material Development | 160             |
| <b>Total Hours</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 275             |
| <b>Total Time Cost @ \$150.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$41,250        |

**Estimated Material Costs**

| Item                               | Estimated Cost  |
|------------------------------------|-----------------|
| Website Hosting                    | \$750           |
| Graphic Design/Website Development | \$3,000         |
| Budget Contingency                 | \$5,000         |
| <b>Total Contract Cost</b>         | <b>\$50,000</b> |



The Ramsey County Regional Railroad Authority met in regular session at 9:34 AM with the following members present: Huffman, McDonough, 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 June 14, 2016 is Presented for Approval**

**VOTING**

Motion by: Blake Huffman  
Second by: Mary Jo McGuire

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

**3. Minutes of May 24, 2016 are Presented for Approval**

**VOTING**

Motion by: Jim McDonough  
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   |    |        |        |

**4. Metro Transit A-Line Presentation**

For information and discussion only.

**5. Metro Transit Operations Update Presentation**

For information and discussion only.

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

**ADJOURNMENT**

Chair Ortega declared the meeting adjourned at 10:14 am.



Sandra Jacobson, Administrative Secretary



Regional Railroad Authority Meeting  
June 14, 2016 – ROLL CALL

Call to Order: 9:34 AM

1. ATTENDANCE ROLL CALL

|                    | PRESENT                             | ABSENT                              |
|--------------------|-------------------------------------|-------------------------------------|
| Toni Carter        |                                     | <input checked="" type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> |                                     |
| Jim McDonough      | <input checked="" type="checkbox"/> |                                     |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> |                                     |
| Victoria Reinhardt | <input checked="" type="checkbox"/> |                                     |
| Janice Rettman     | <input checked="" type="checkbox"/> |                                     |
| Rafael Ortega      | <input checked="" type="checkbox"/> |                                     |

2. Agenda of June 14, 2016 is presented for approval

Moved: BH Seconded: MM

|                    | YEA                                 | NAY | ABSENT                              |
|--------------------|-------------------------------------|-----|-------------------------------------|
| Toni Carter        |                                     |     | <input checked="" type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> |     |                                     |
| Jim McDonough      | <input checked="" type="checkbox"/> |     |                                     |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> |     |                                     |
| Victoria Reinhardt | <input checked="" type="checkbox"/> |     |                                     |
| Janice Rettman     | <input checked="" type="checkbox"/> |     |                                     |
| Rafael Ortega      | <input checked="" type="checkbox"/> |     |                                     |

3. Minutes from May 24, 2016 are presented for approval

Moved: JM Seconded: BH

|                    | YEA                                 | NAY | ABSENT                              |
|--------------------|-------------------------------------|-----|-------------------------------------|
| Toni Carter        |                                     |     | <input checked="" type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> |     |                                     |
| Jim McDonough      | <input checked="" type="checkbox"/> |     |                                     |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> |     |                                     |
| Victoria Reinhardt | <input checked="" type="checkbox"/> |     |                                     |
| Janice Rettman     | <input checked="" type="checkbox"/> |     |                                     |
| Rafael Ortega      | <input checked="" type="checkbox"/> |     |                                     |

**PRESENTATION / INFORMATION ITEM**

**4. Metro Transit A-Line Presentation**

Moved:

Seconded:

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

**5. Metro Transit Operations Update Presentation**

Moved:

Seconded:

|                    | 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.



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

## **AGENDA**

**Tuesday, June 14, 2016**

**Immediately following the County Board Meeting**

Council Chambers – Third Floor Court House  
15 W. Kellogg Blvd., St. Paul, MN 55102

---

1. **ROLL CALL**
2. **R2016-38      Agenda of June 14, 2016 is Presented for Approval**  
Approve the Agenda of June 14, 2016.
3. **R2016-39      Minutes of May 24, 2016 are Presented for Approval**  
Approve the minutes of May 24, 2016.

### **PRESENTATION / INFORMATION ITEMS**

4. **R2016-36      Metro Transit A-Line Presentation**  
None. For information and discussion only.
5. **R2016-37      Metro Transit Operations Update Presentation**  
None. For information and discussion only.

**CORRIDOR UPDATES**

**ADJOURNMENT**

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-38

Committee: Regional Railroad Authority

Meeting Date: 6/14/2016

---

**SUBJECT: Agenda of June 14, 2016 is Presented for Approval**

**REQUESTED ACTION**

Approve the Agenda of June 14, 2016.

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-39

Committee: Regional Railroad Authority

Meeting Date: 6/14/2016

---

**SUBJECT: Minutes of May 24, 2016 are Presented for Approval**

**REQUESTED ACTION**

Approve the minutes of May 24, 2016.

**ATTACHMENTS**

1. Draft Minutes

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-36

Committee: Regional Railroad Authority

Meeting Date: 6/14/2016

---

**SUBJECT: Metro Transit A-Line Presentation**

**REQUESTED ACTION**

None. For information and discussion only.

**EXECUTIVE SUMMARY**

Charles Carlson, Senior Manager, BRT/Small Starts Projects with Metro Transit, will present to Ramsey County Regional Railroad Authority, an update on the new A-Line bus service in St. Paul.

**BUDGETARY IMPACT**

None.

**COUNTY MANAGER COMMENTS**

None.

**PREVIOUS ACTION**

None.

**ATTACHMENTS**

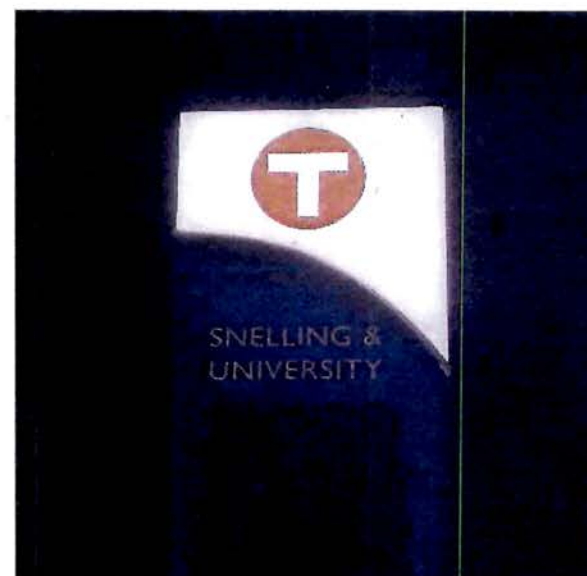
1. Metro Transit A-Line Presentation





# Metro Transit

## *A Line*



Charles Carlson, Senior Manager  
Metro Transit BRT Project Office

# Arterial BRT - Expanding METRO's Reach



- 40% of Blue Line customers arrive by bus today
- Moves customers 25-30% faster than local bus
- Brings transitway station experience to 160,000 riders
- Serves 1 in 3 Twin Cities jobs

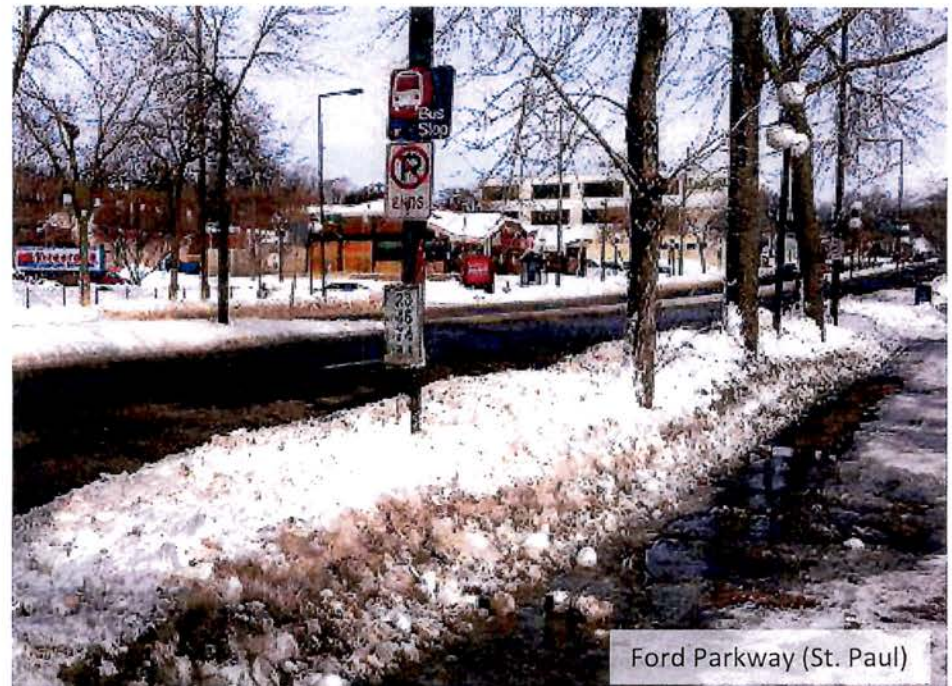
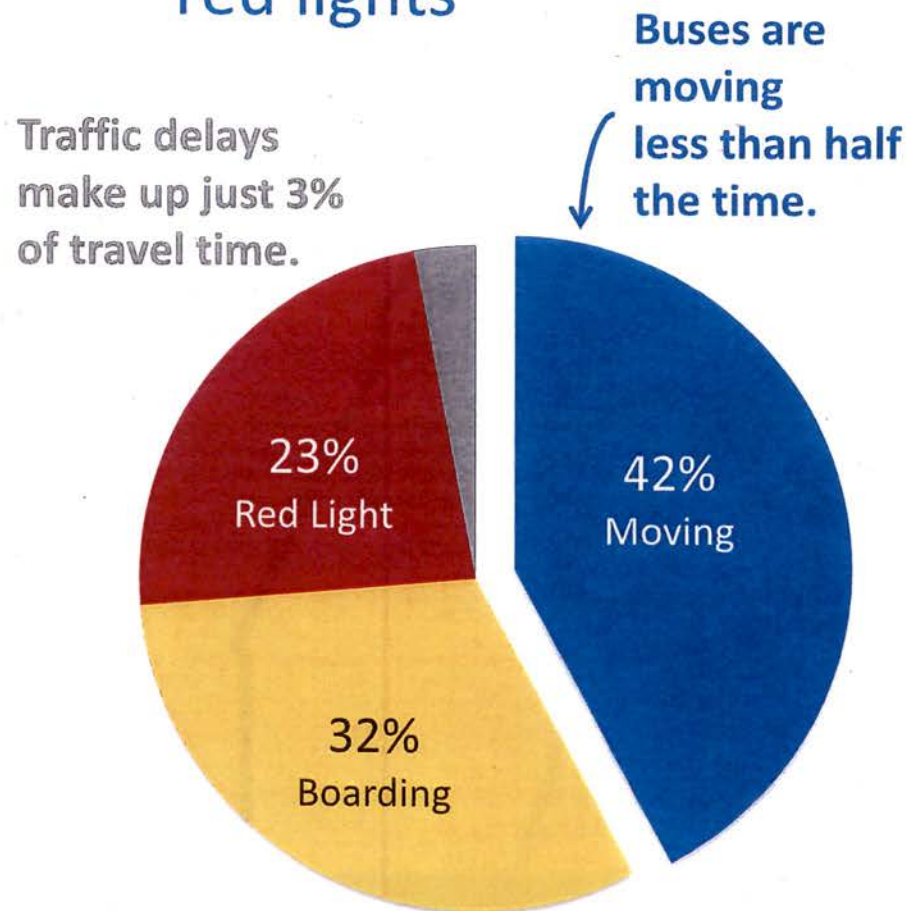




# Local Corridor Transit Challenges



- Slow speeds caused by slow fare payment and red lights
- Limited infrastructure doesn't match transit's role



Ford Parkway (St. Paul)



# Site Constraints Limit Improvements



Penn Avenue North, Minneapolis



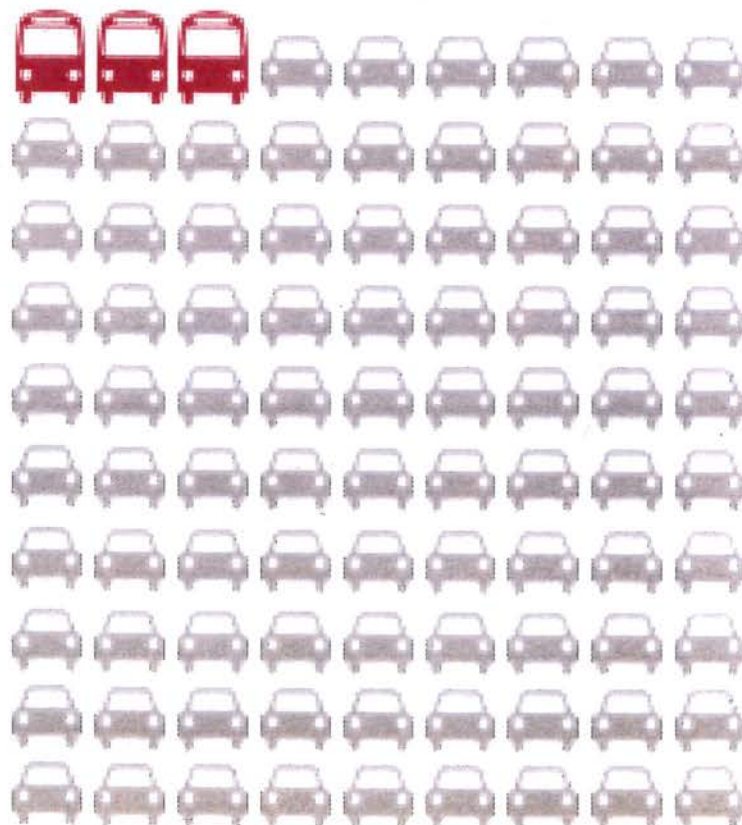
Snelling/University, St. Paul

Narrow sidewalks do not allow bus shelter installation

# Typical local bus corridor



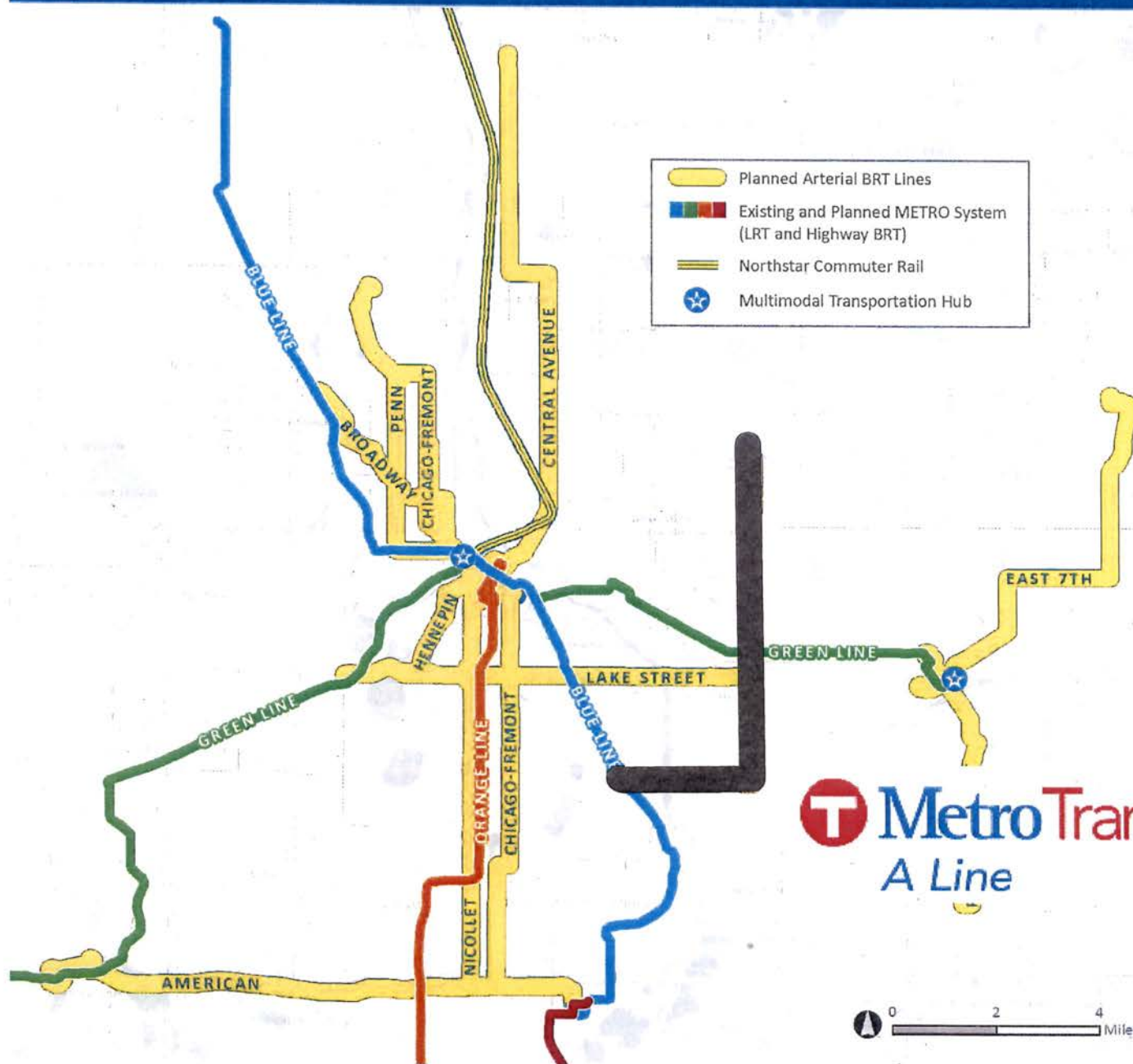
Buses make up less than **3%** of vehicle traffic,  
but carry **33%** of people traveling.



Northbound Chicago Avenue at 21st Street, 7:00-8:00 a.m.

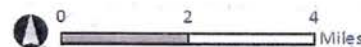


# Why the A Line on Snelling?



- Connections to METRO Green Line and Blue Line, Rosedale Transit Center
- Local support from cities, counties, MnDOT

 **Metro Transit**  
A Line



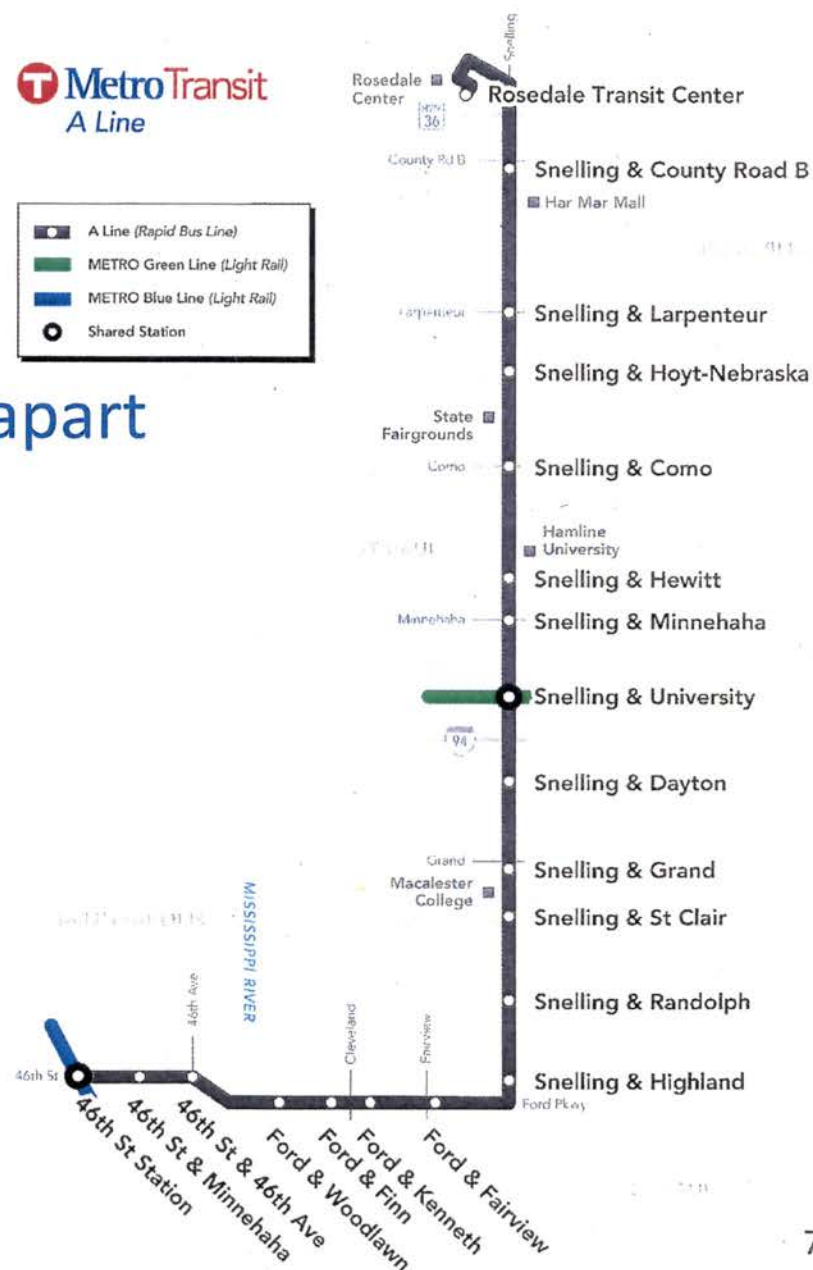
 **Metro Transit**  
A Line



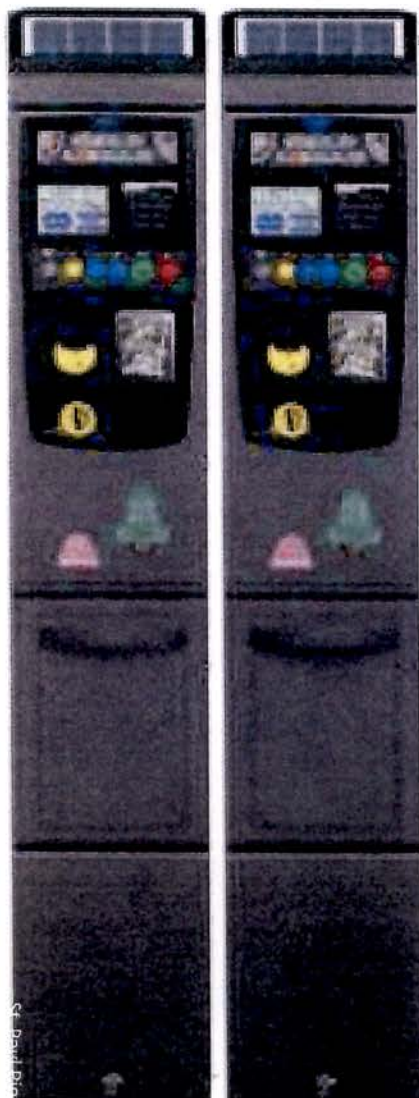


- 10 miles, Rosedale to 46th Street Station
- 20 stations, roughly 1/2 mile apart
- Transit signal priority
- Operations changes
- Frequent service:
  - A Line every 10 minutes
  - + Local 84 every 30 minutes
- Faster than local bus
- 4,000 current daily rides, 9,000 by 2030 with A Line

 **MetroTransit**  
A Line



# 100% Off-Board Fare Payment



- Ticket machines & Go-To validators at every station
- Boarding through all doors
- No farebox or validator on bus
- Visual ticket inspection required on transfer routes





# Raised Curbs for Easier Boarding



## 14" – Level Boarding

- Significant ramps required, extending station length and depth
- Vehicles must slow down on approach



## 9" – Raised curbs (at most stations)

- Easier step in with strollers, carts, walkers
- Moderate ramp up from sidewalk
- Works with all bus models, ramp still deployed



## 6" – Standard curbs

- Most sidewalks today



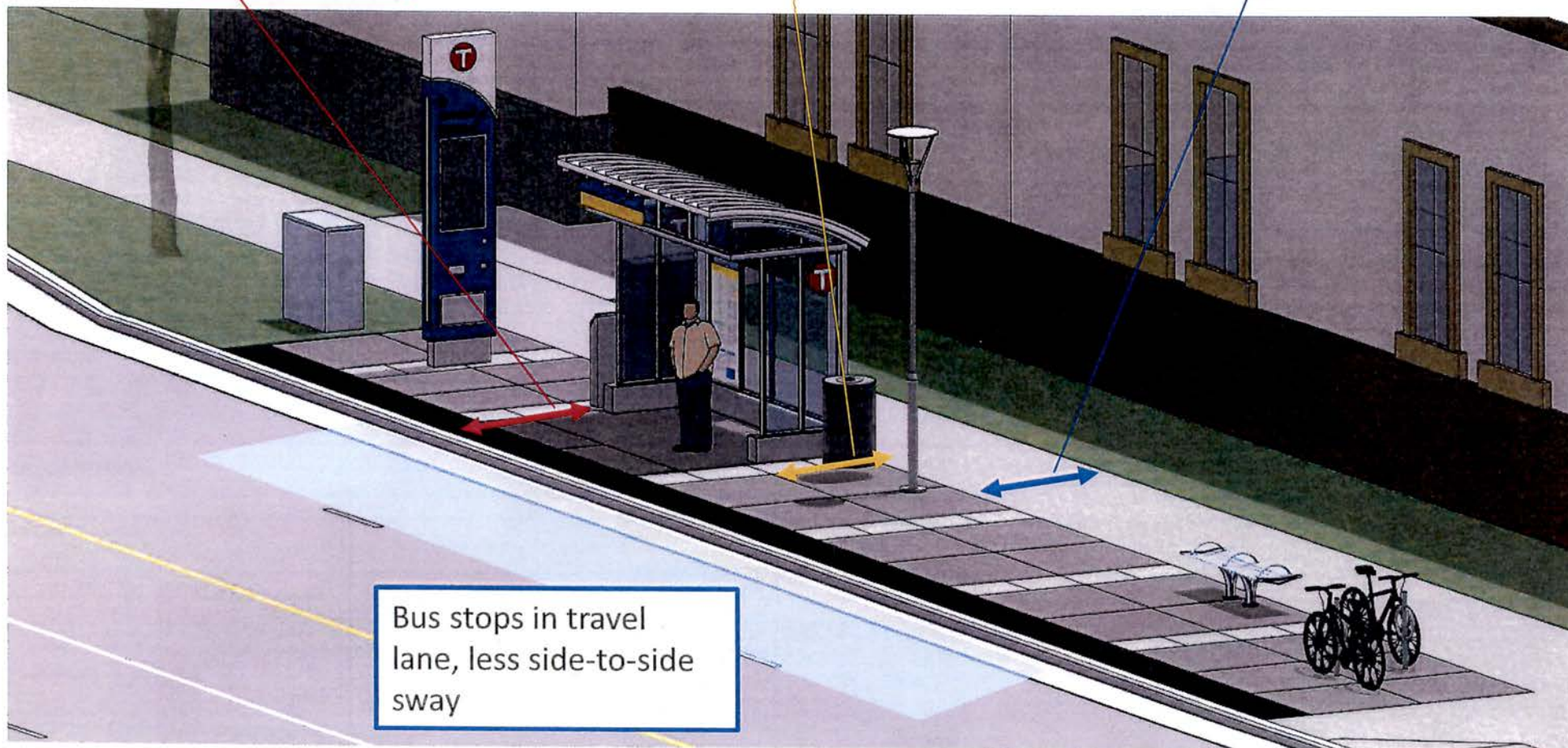
# Bumpouts for Speed & Space



6' clear zone  
for snow clearance  
& all-door boarding

5' shelter depth

Unobstructed sidewalk



Bus stops in travel  
lane, less side-to-side  
sway



# Station Shelter & Pylon



Large Shelter  
(Snelling & University only)



Information Pylon  
(all stations)

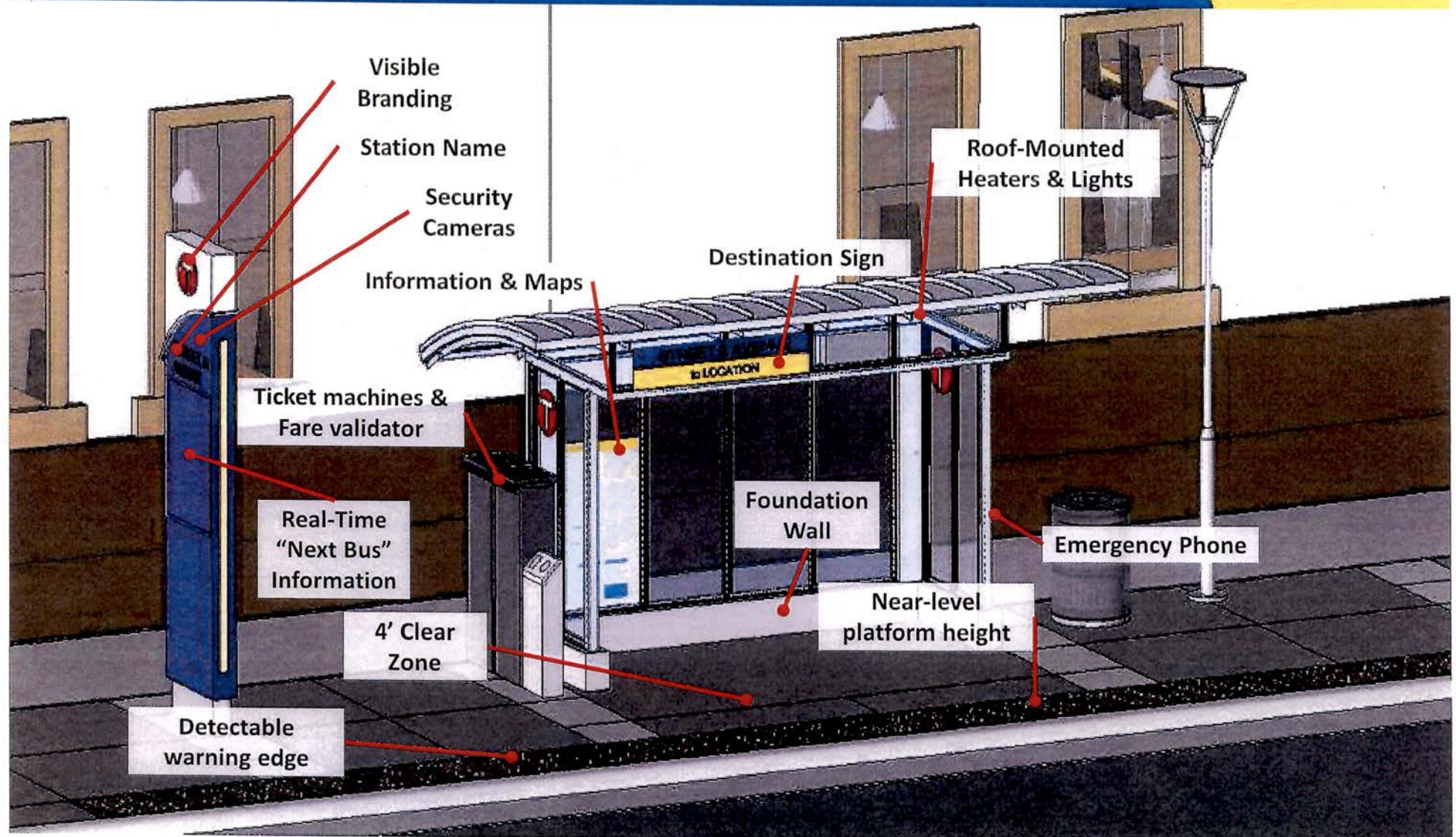


Small Station  
(many other locations)





# High-Amenity Stations





# Buses built for a faster trip



- Rear door 65% wider than regular buses
- Boarding through both doors
- No farebox or card reader on bus
- Better interior circulation
- Faster securement for wheelchair users
- Familiar front bike rack



## A Line Construction & Launch

- **July 2015**  
Start of major construction
- **December 2015**  
End of major platform construction
- **Winter 2015 - Spring 2016**  
Delivery of vehicles, ticket machines & equipment  
Installation of shelters, pylons & other features  
Training, testing & operations readiness preparation
- **June 11, 2016**  
Launch of A Line service  
↓





# First Shelter Installation, August 20 Snelling & Dayton – Southbound





## Snelling & Grand – Northbound Platform





# Buses arrived in November





# Ticket Vending Machine Installation

T





# Station Construction





# Station Construction



# Pylon

Front

Street Side

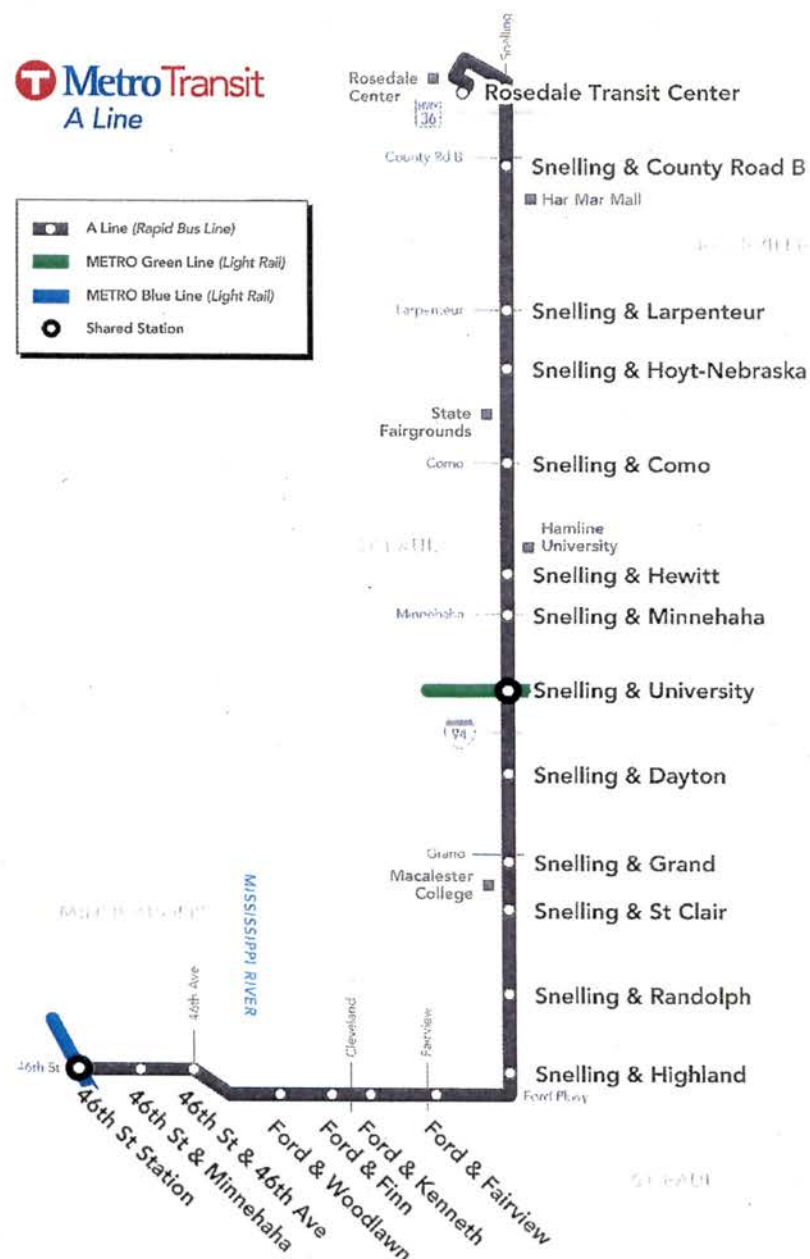
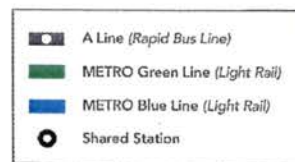


THE A LINE  
OPENS  
JUNE 11

74  
DAYS

- A Line service begins – every 10 minutes
- Route 84 reduced to 30-minute service
- No other related service changes
- Community celebrations

**T MetroTransit**  
A Line







# Metro Transit A Line

[metrotransit.org/a-line](http://metrotransit.org/a-line)

**Charles Carlson, Senior Manager  
Metro Transit BRT Project Office**

[brtprojects@metrotransit.org](mailto:brtprojects@metrotransit.org)

 **Metro Transit**  
A Line



**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-37

Committee: Regional Railroad Authority

Meeting Date: 6/14/2016

---

**SUBJECT: Metro Transit Operations Update Presentation**

**REQUESTED ACTION**

None. For information and discussion only.

**EXECUTIVE SUMMARY**

Adam Harrington, Director of Service Development with Metro Transit, will present to Ramsey County Regional Railroad Authority, an update on transit operations.

**BUDGETARY IMPACT**

None.

**COUNTY MANAGER COMMENTS**

None.

**PREVIOUS ACTION**

None.

**ATTACHMENTS**

1. Metro Transit Operations Update Presentation



# Transitway Planning

## Bus service integration



Adam Harrington  
Director of Service Development  
2016



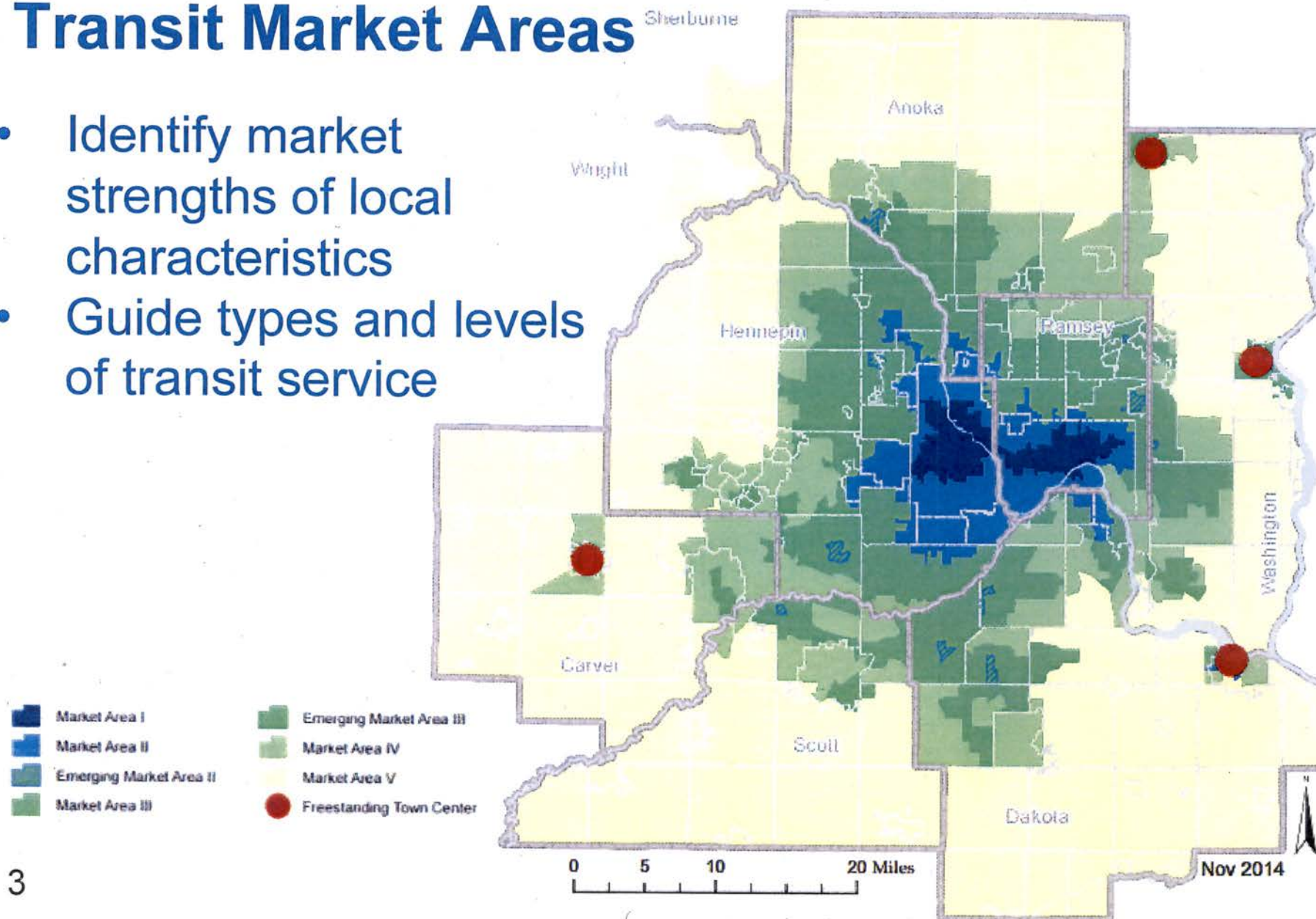
# Effective Transit

- Ridership
- Cost-effective use of public funding
- Supports efficient development
- Provides a basic level of access

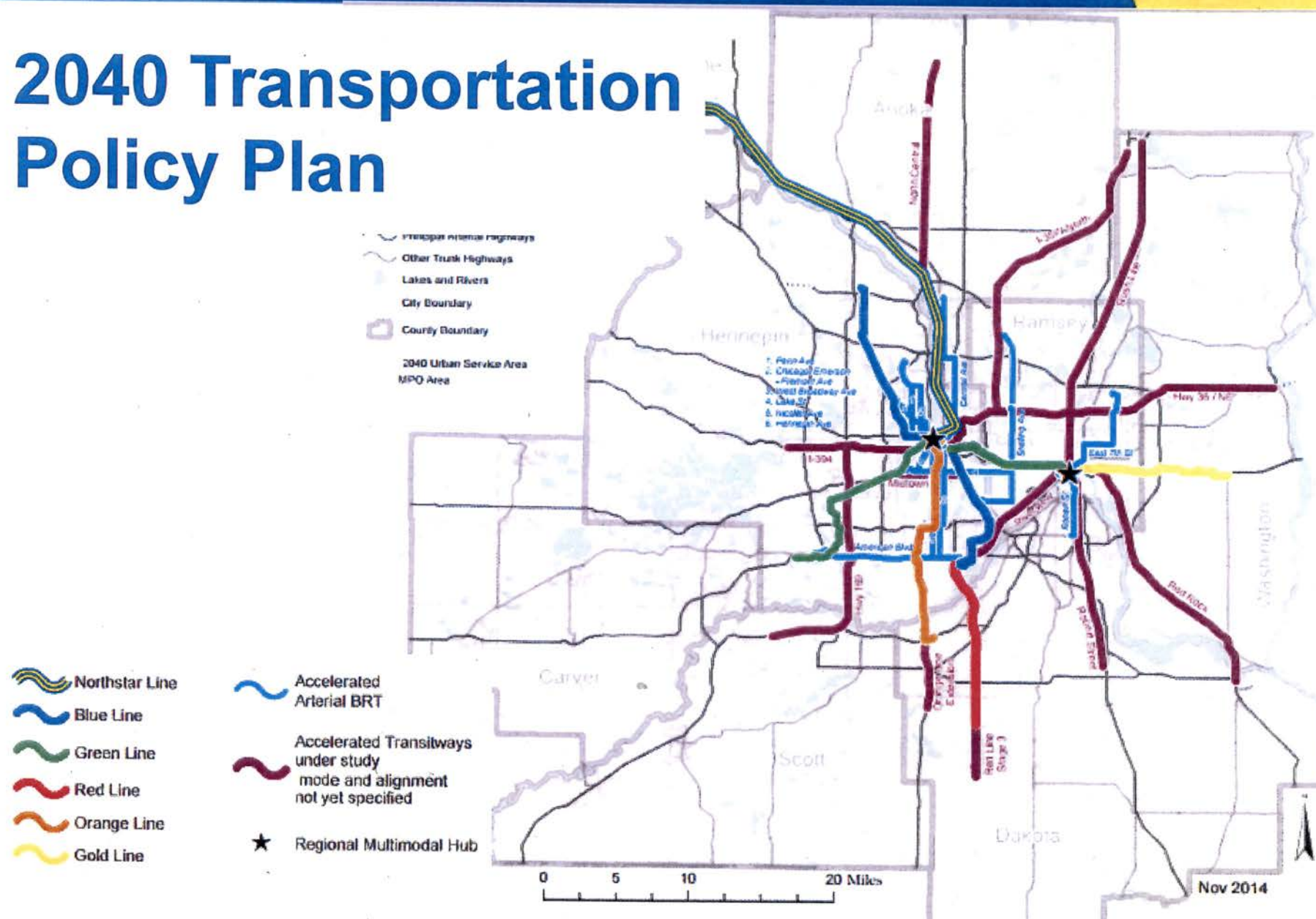


# Transit Market Areas

- Identify market strengths of local characteristics
- Guide types and levels of transit service









# Transitway Planning Process

## Met Council & Metro Transit staff involvement

- Feasibility/Alternatives Analysis (AA)
- Environmental Impact/Scoping
- Project Development
- Engineering/Construction

# Bus connections, early process

- Pre-LPA Concept development
- Market based
- Coverage/connections
- Model ready
- Evaluation, Adjustment

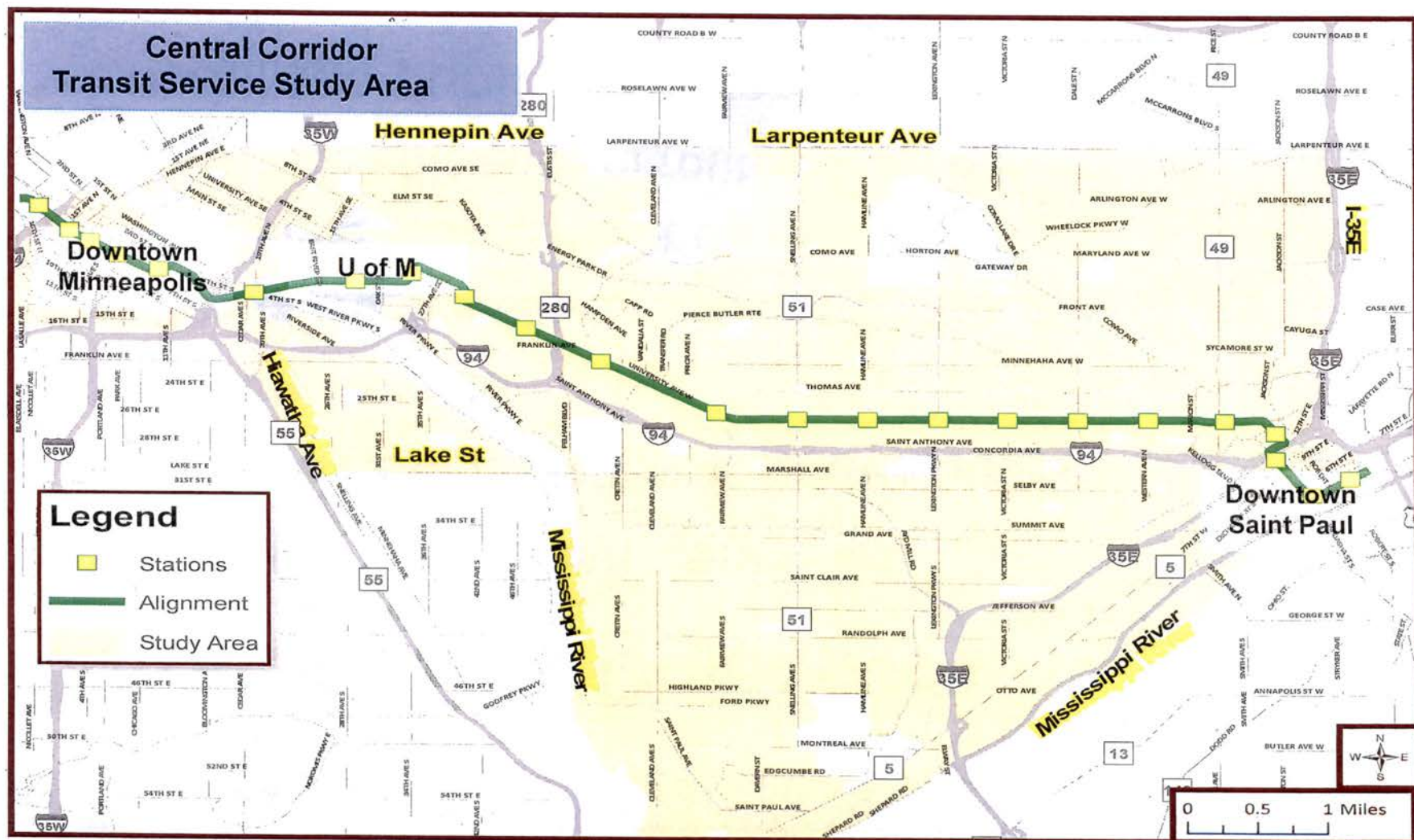




# Bus connections, refinement

- **LPA Project development**
- Market based
- Coverage/connections
- **Refine network**
- **Update Model**
- **Evaluate facility needs**
- Evaluation, Adjustment







# Corridor Study Objectives

- Review of the transit network
- Integrate new facilities & future plans
- Improve service
  - Improve connections & reliability
  - Faster service to major destinations
  - Optimize efficiency of routes & schedules
- Encourage public engagement throughout the project





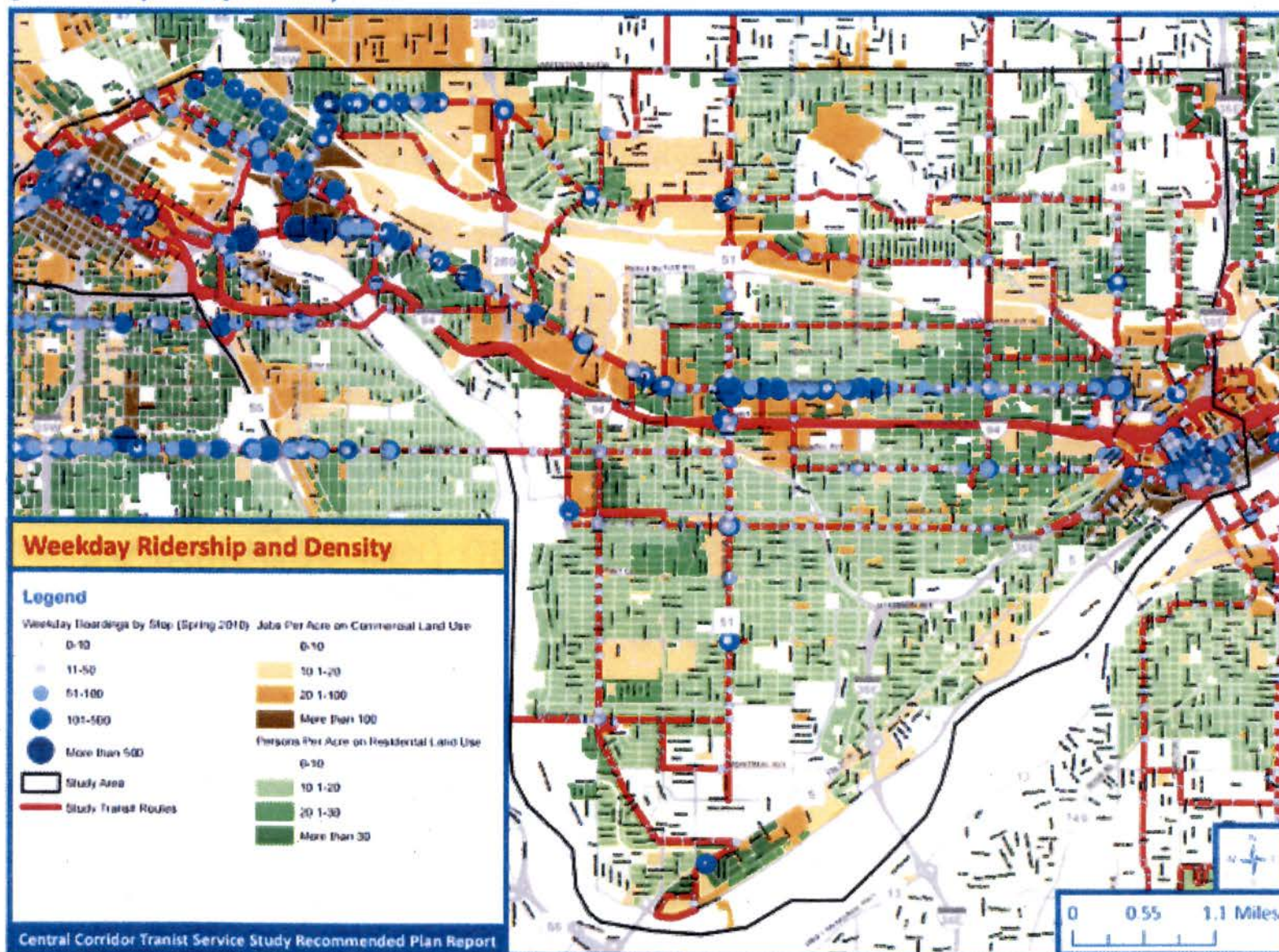
# Corridor Cornerstone

- Demographics
  - 250,000 residents, 358,000 jobs
  - 14 colleges and universities, 95,000+ students
- Existing Service
  - 14 local, 9 express routes
  - 86,000 average weekday rides
- Service assessment
  - Good existing route network design and coverage
  - Some gaps in the grid route network
  - Gaps of adequate frequency and span of service?





# Existing Conditions

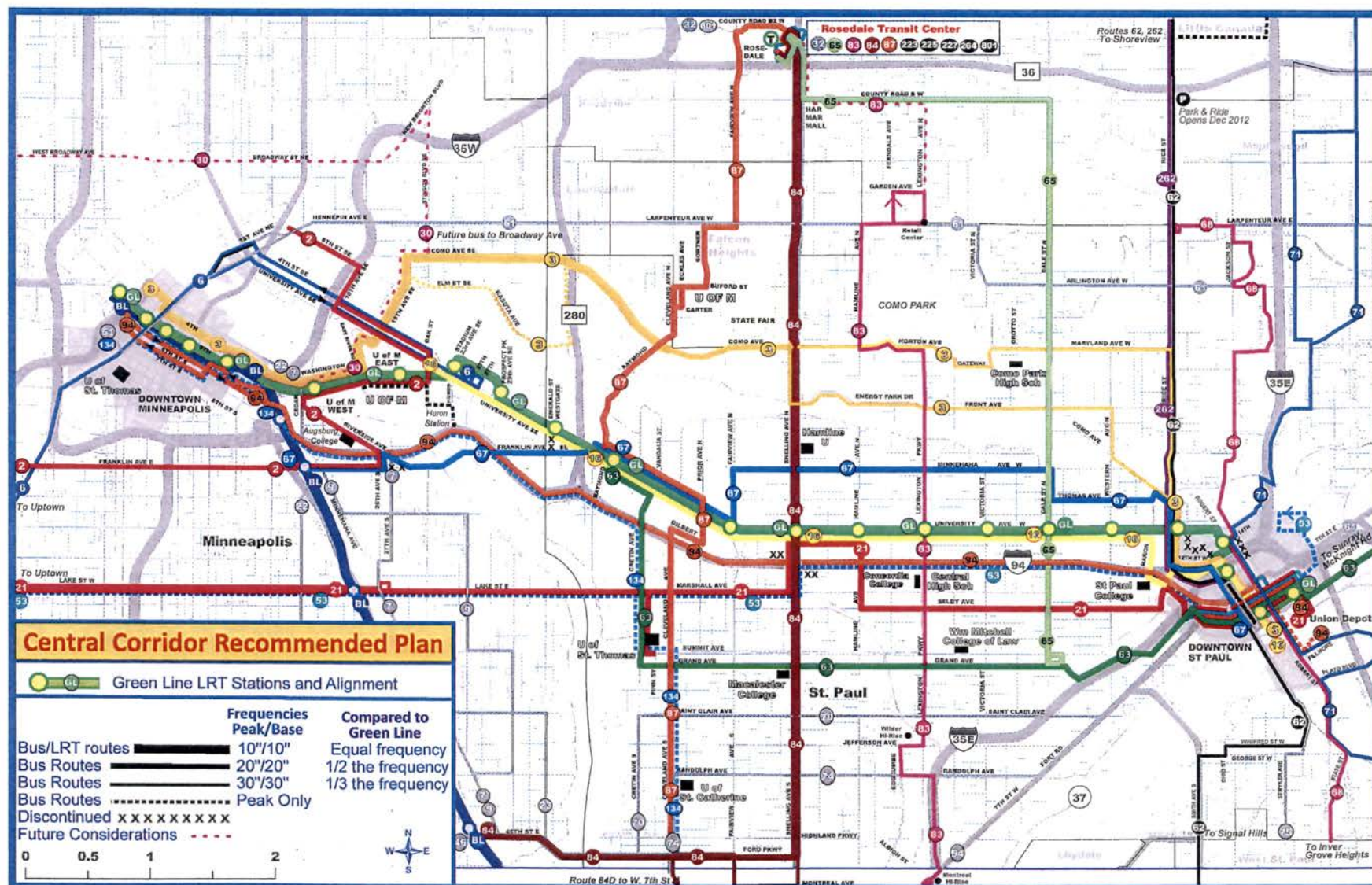






## Concept Plan Summary

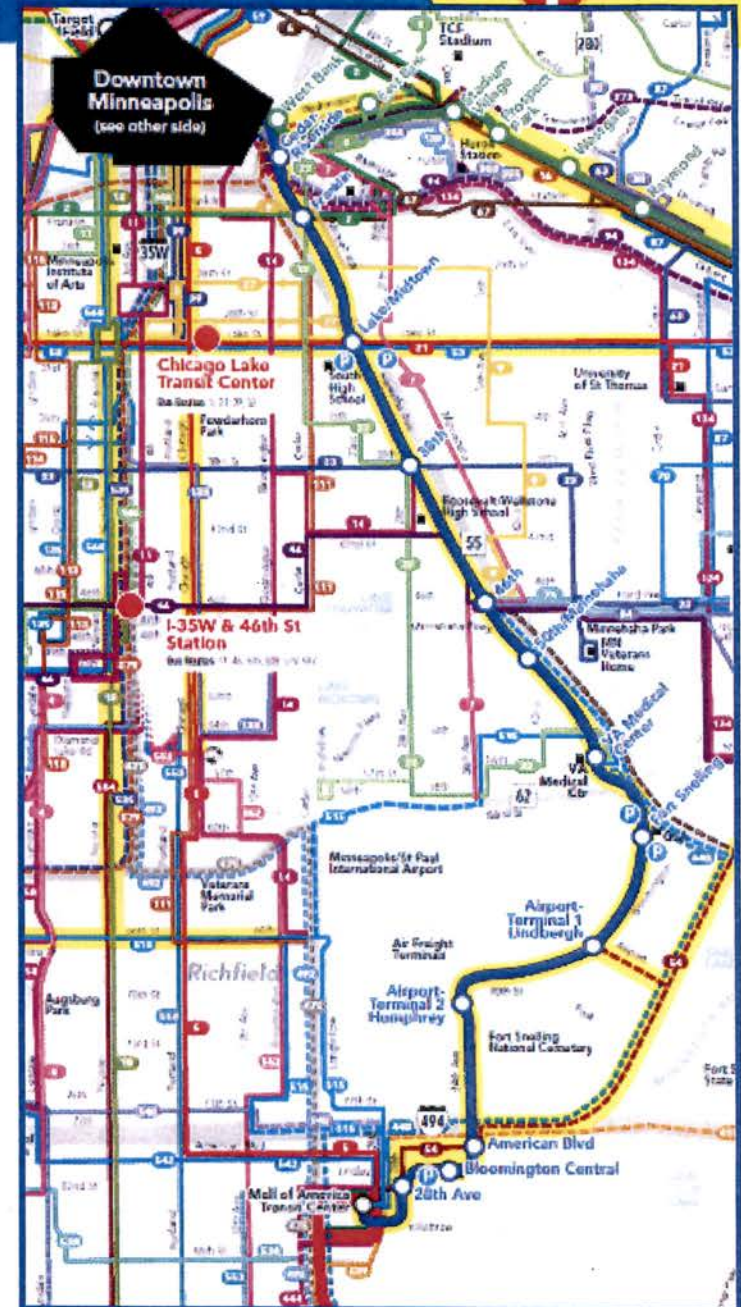
- Strengthen bus route network and connect at Green Line stations
- Resources shifted from reduced bus service on University Avenue and I-94 to improve connecting bus service
- New route added and selected routes extended to Green Line stations





# LRT & Commuter Rail Operation support

- Implementation
- On-going performance evaluation
- Scheduled connections
- Rail Support
  - Maintenance
  - Bus bridge
  - Special events



# Transitway Coordination

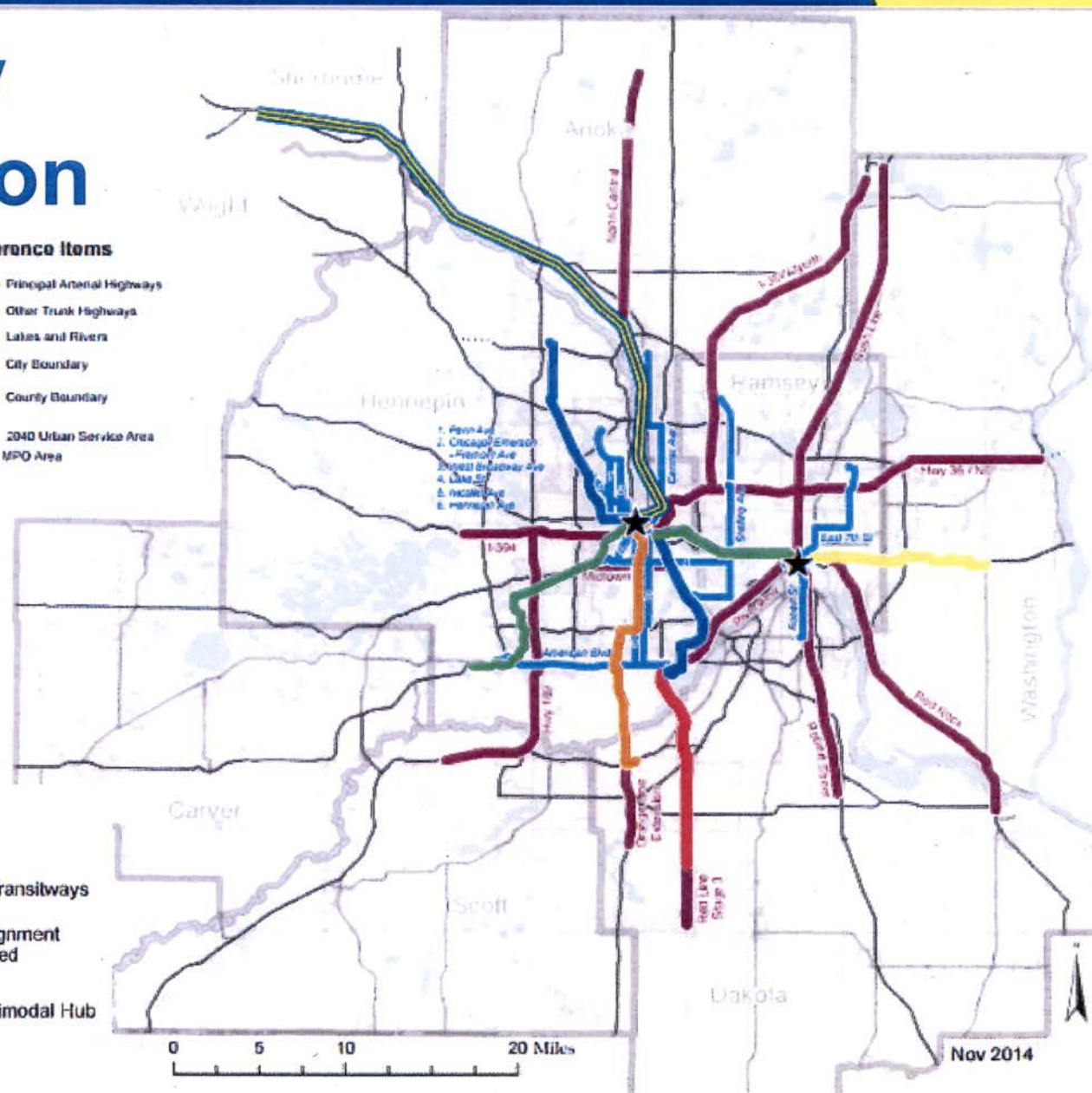
- Gateway
- Red Rock
- Riverview
- Rush Line

## Reference Items

- Principal Arterial Highways
- Other Trunk Highways
- Lakes and Rivers
- City Boundary
- County Boundary
- 2040 Urban Service Area MPO Area

- Northstar Line
- Blue Line
- Green Line
- Red Line
- Orange Line
- Gold Line

- Accelerated Arterial BRT
- Accelerated Transitways under study mode and alignment not yet specified
- Regional Multimodal Hub





Tuesday, July 12, 2016

The Ramsey County Regional Railroad Authority met in regular session at 10:07 a.m. 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.

2. Agenda of July 12, 2016 is Presented for Approval

VOTING

Motion by: Mary Jo McGuire

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   |    |        |        |

3. Minutes of June 14, 2016 are Presented for Approval

VOTING

Motion by: Toni Carter

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   |    |        |        |

4. Union Depot Operations Update Presentation.

Presented by Tim Mayasich, Director, Jean Krueger, Real Estate Asset Manager, Deborah Carter-McCoy, Public Communications Manager with Ramsey County Regional Railroad Authority, and Tannen Lodge, General Manager with Jones Lang LaSalle. Discussion may be found on archived video.

CORRIDOR UPDATES – Discussion may be found on archived video.

Chair Ortega declared the meeting adjourned at 10:37 a.m.

  
 Abby Goldsmith, Administrative Assistant  
 County Manager's Office



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

## **AGENDA**

**Tuesday, July 12, 2016**  
**Immediately following the County Board Meeting**

Council Chambers – Third Floor Court House  
15 W. Kellogg Blvd., St. Paul, MN 55102

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1. **ROLL CALL**
  
2. **R2016-41      Agenda of July 12, 2016 is Presented for Approval**  
Approve the agenda of July 12, 2016.
  
3. **R2016-42      Minutes of June 14, 2016 are Presented for Approval**  
Approve the minutes of June 14, 2016.
  
4. **R2016-40      Union Depot Operations Update Presentation**  
None. For information and discussion only.

**CORRIDOR UPDATES**

**ADJOURNMENT**

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-41

Committee: Regional Railroad Authority

Meeting Date: 7/12/2016

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**SUBJECT: Agenda of July 12, 2016 is Presented for Approval**

**REQUESTED ACTION**

Approve the agenda of July 12, 2016.

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-42

Committee: Regional Railroad Authority

Meeting Date: 7/12/2016

---

**SUBJECT: Minutes of June 14, 2016 are Presented for Approval**

**REQUESTED ACTION**

Approve the minutes of June 14, 2016.

**ATTACHMENTS**

1. Draft Minutes



**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-40

Committee: Regional Railroad Authority

Meeting Date: 7/12/2016

---

**SUBJECT: Union Depot Operations Update Presentation**

**REQUESTED ACTION**

None. For information and discussion only.

**EXECUTIVE SUMMARY**

Tim Mayasich, Director, Jean Krueger, Real Estate Asset Manager, and Deborah Carter McCoy, Public Communications Manager, all with Ramsey County Regional Railroad Authority, and Tannen Loge, General Manager of JLL, will present an update on Union Depot operations to Ramsey County Regional Railroad Authority Board.

**BUDGETARY IMPACT**

None.

**COUNTY MANAGER COMMENTS**

None.

**PREVIOUS ACTION**

None.

**ATTACHMENTS**

1. Presentation

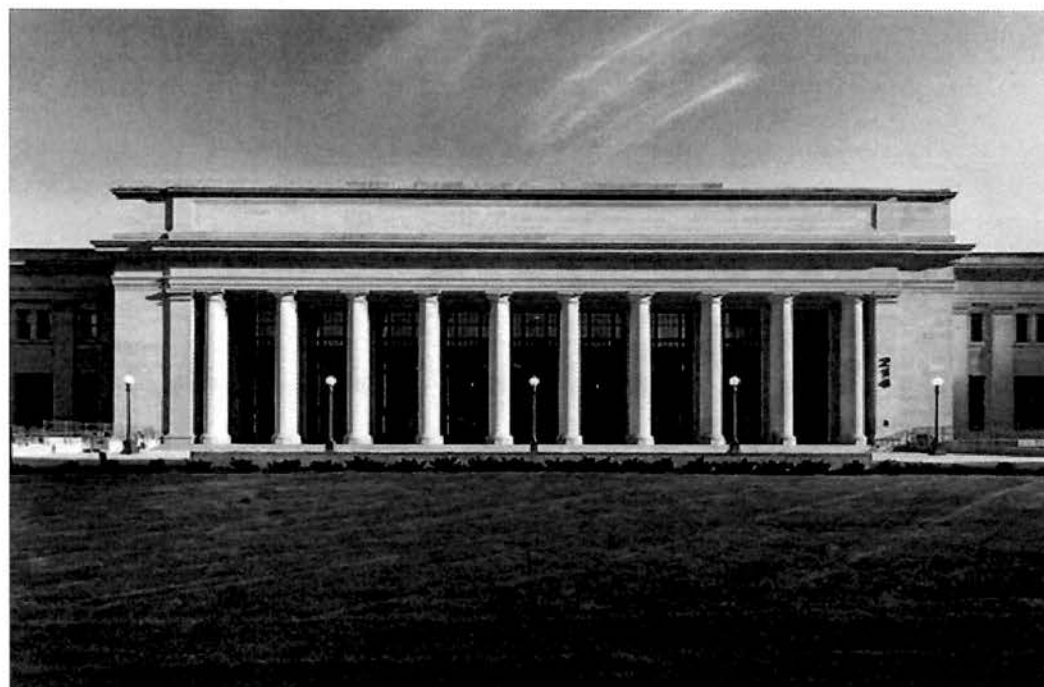


# UNION DEPOT UPDATE

July 12, 2016

## AGENDA

- Vision/Mission
- Status
- Opportunities
- Events & Programs
- Communications



## VISION

Union Depot:  
a destination for all

## MISSION

To be the premiere  
regional transportation  
hub and the living  
room of the  
community.





## STATUS

- Transportation providers and services as well as retail and other tenants have been added every year since the December 2012 opening.
- Parking capacity was increased to 1,296 spaces as of late 2015.

### 2012-2013

Metro Transit  
bus

Jefferson Lines

Casino shuttles

Hot Summer  
Jazz Festival

Bicycle storage

### 2014

Megabus

Greyhound  
Lines

Amtrak

ZipCar

Car2Go

Green Line

### 2015-2016

Red Team  
Security

Lowertown Bike  
Shop

Bike trail

The Java Express

Mobile  
Entertainment

## OPPORTUNITIES

- Less than 8% of the 31,000 SF leasable space is unoccupied after the restaurant operator is awarded.
- Suite 170 is the remaining unoccupied space, originally the baggage check room, located on the Concourse.



## EVENTS & PROGRAMS

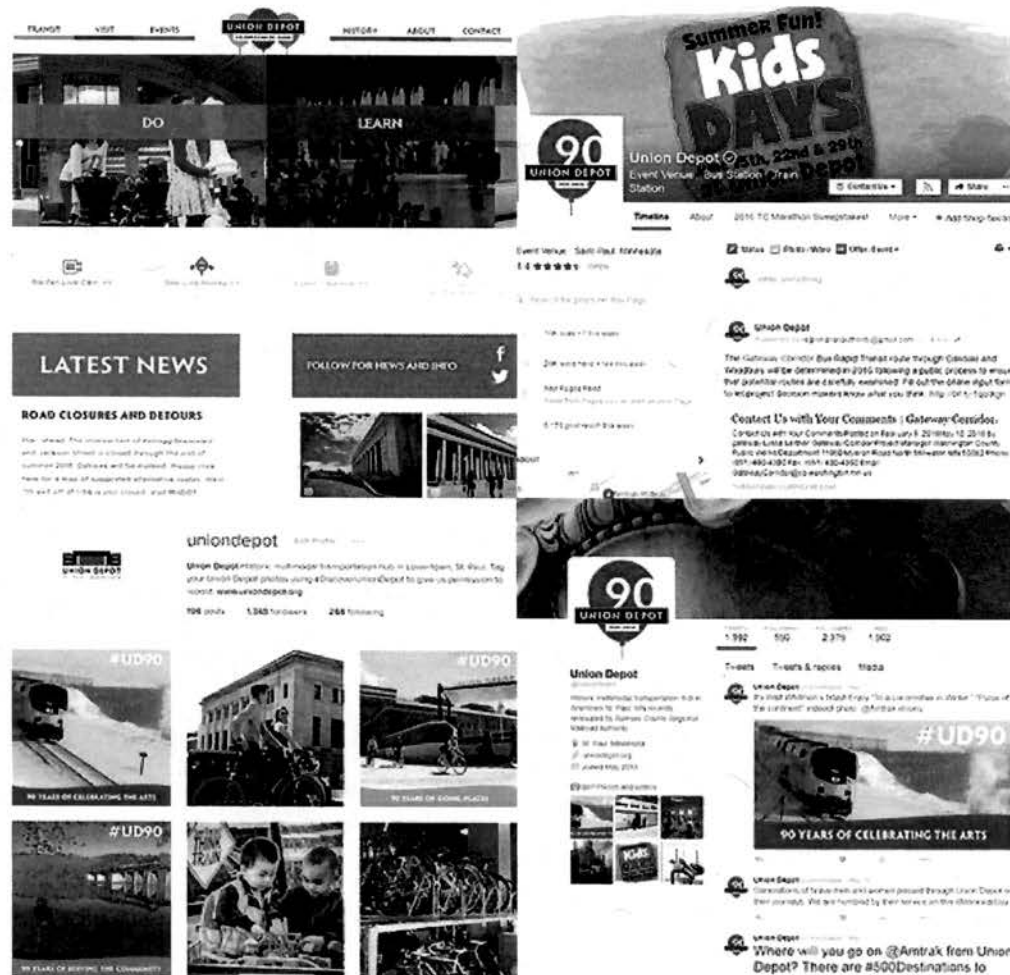
- Northern Spark
- President Obama visit
- CP Holiday train
- Train Days
- Doggie Depot
- VP Biden Visit
- Lowertown Pop
- Art Crawl
- Jazz Fest
- Winterfest
- Race/marathon start/finish
- Weekly yoga
- Games Galore
- Public & private tours
- Little Free Library



## COMMUNICATIONS

- Collaboration
- Audiences
- Methods
- Engagement

Union Depot  
audio tour  
video tour





Questions?

Thank you.



The Ramsey County Regional Railroad Authority met in regular session at 9:57 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.

## 2. Agenda of August 16, 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   |    |        |        |

## 3. Minutes of July 12, 2016 are Presented for Approval

### VOTING

Motion by: Janice Rettman

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. Agreement with Kaskaid Hospitality for Operation and Management of a Restaurant and Catering at Union Depot (Resolution R2016-15)

### VOTING

Motion by: Jim McDonough

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

WHEREAS, The Ramsey County Regional Railroad Authority continues to expand the use of Union Depot for retail and as an event center as well as provide amenities to passengers; and

WHEREAS, The Ramsey County Regional Railroad Authority seeks to provide restaurant services throughout the day to passengers and visitors as well as support the event requirements for catering services; and

WHEREAS, Through Resolution #R2016-12, The Ramsey County Regional Railroad Authority authorized the release of the Management and Operation of a Restaurant and Catering Request for Proposals on April 12, 2016, and

WHEREAS, The Evaluation Committee evaluated and recommended the proposal submitted by Kaskaid Hospitality as the most qualified proposal to the requested services; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Kaskaid Hospitality, 7760 France Avenue South, Suite 1330, Bloomington, MN 55435 for operation and management of a restaurant and catering at Union Depot; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement with Kaskaid Hospitality for operation and management of a restaurant and catering at Union Depot for the period of August 22, 2016 through August 31, 2021, in accordance with the rates established in the agreement; 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 in accordance with the provisions of the agreement 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. Request for Proposals for East Metro Rail Yards Improvement Project (Resolution R2016-15)**

**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 RCRRRA and stakeholder railroads recognize current and future rail capacity constraints will affect long-term plans for freight growth and future passenger rail

connections to Union Depot; and,

WHEREAS, The 2012 East Metro Rail Capacity and Engineering Improvement Study identified and prioritized rail capacity improvements to the freight rail network owned by BNSF Railway, Canadian Pacific Railway, Union Pacific Railroad and the Ramsey County Regional Railroad Authority; and,

WHEREAS, The intent of the current Project is to complete the modeling, engineering, planning and environmental documentation needed to make these prioritized improvement projects shovel ready to enable RCRRA to seek funding for construction; and,

WHEREAS, The completion of this Project is critical to the economic competitiveness of Ramsey County, the Twin Cities, and Minnesota; and,

WHEREAS, The Ramsey County Regional Railroad Authority intends to seek qualified proposals to complete these services; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority is authorized to issue a Request for Proposals to complete engineering, modeling, financial planning and environmental analysis for the East Metro Rail Yards Improvement Project, in accordance with County Board policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a consultant.

**6. Amendment 2 with URS Corporation for the Rush Line Corridor Pre-Project Development Study (Resolution R2016-18)**

**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, 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 a Pre-Project Development Study for the Rush Line Corridor; and

WHEREAS, The completion of Pre-Project Development Study for Rush Line Corridor will result in the selection of the best vehicle and route for the corridor, its Locally Preferred Alternative; and

WHEREAS, The Pre-Project Development Study was identified for completion by December 31, 2015; and

WHEREAS, The PPD study has taken longer than expected in order to ensure that all stakeholders are involved in the decision-making process; and



WHEREAS, In order to identify the locally preferred alternative and complete the PPD study, additional public engagement and technical analysis work is needed beyond what was included in the original scope of work and within the URS contract; and

WHEREAS, The requested amendment will extend the contract through May 31, 2017 to allow more time to complete the additional analysis and public engagement and along with all necessary project close-out activities; and

WHEREAS, The additional analysis and public engagement work will result in an increased cost of \$299,600. Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amendment with URS Corporation, 100 South Fifth Street, Suite 1500, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Rush Line Pre-Project Development Study, for the period of September 1, 2016 through May 31, 2017, in an amount not to exceed \$299,600; and Be It Further

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

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to transfer up to \$299,600 from the 2016 RCRRRA operating budget to the 2016 RCRRRA project budget for consulting services for public engagement and design activities for the Rush Line Pre-Project Development Study; 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.

**7 RCRRA 2016 Funding Commitment to Minnesota High Speed Rail Commission  
(Resolution R2016-16)**

**VOTING**

Motion by: Janice Rettman

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

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

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

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

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

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

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

WHEREAS, The Minnesota High Speed Rail Commission adopted its 2016 Work Plan and total budget of \$115,000 on November 5, 2015; and identified \$26,325, or 40.50% as the Ramsey County Regional Railroad Authority funding commitment; and

WHEREAS, The Minnesota High Speed Rail Commission identified the use of \$26,000 in the Commission's fund balance to offset 2016 member funding commitments; and

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

RESOLVED, The Ramsey County Regional Railroad Authority hereby accepts the Minnesota High Speed Rail Commission's 2016 Budget; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves a payment of \$15,795 to the Minnesota High Speed Rail Commission as its funding commitment to the 2016 Budget; And Be It Further

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

CORRIDOR UPDATES – Discussion may be found on archived video.

ADJOURNMENT – Chair Ortega declared the meeting adjourned at 10:13 a.m.

  
Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting  
August 16, 2016 – ROLL CALL

Call to Order: 9:51 AM

Minutes  
created 8/19/16

1. ATTENDANCE ROLL CALL

|                    | PRESENT                             | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

Moved:

TC

Seconded:

MM

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3. Minutes from July 12, 2016 are presented for approval

Moved:

JR

Seconded:

VR

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**PRESENTATION / INFORMATION ITEM**

**4. Agreement with Kaskaid Hospitality for Operation and Management of a Restaurant and Catering at Union Depot**

Moved:

JM

Seconded:

BH

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**5. Request for Proposals for East Metro Rail Yards Improvement Project**

Moved:

JM

Seconded:

JK

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**6. Amendment 2 with URS Corporation for the Rush Line Corridor Pre-Project Development Study**

Moved:

VR

Seconded:

TC

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



## 7. RCRRA 2016 Funding Commitment to Minnesota High Speed Rail Commission

Moved:

JR

Seconded:

JM

as amended

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| Jim McDonough      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Mary Jo McGuire    | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Toni Carter        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Blake Huffman      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Noted the \$17,500  
for Dakota City

### CORRIDOR UPDATES

Riverview, Rush Line

### ADJOURNMENT

Meeting adjourned at

10:13

am.



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

## AGENDA

**Tuesday, August 16, 2016**  
**Immediately following the County Board Meeting**

Council Chambers – Third Floor Court House  
15 W. Kellogg Blvd., St. Paul, MN 55102

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**1. ROLL CALL**

**2. R2016-49 Agenda of August 16, 2016 is Presented for Approval**

Approve the agenda of August 16, 2016.

**3. R2016-47 Minutes of July 12, 2016 are Presented for Approval**

Approve the minutes of July 12, 2016.

**4. R2016-45 Agreement with Kaskaid Hospitality for Operation and Management of a Restaurant and Catering at Union Depot**

1. Approve the selection of Kaskaid Hospitality, 7760 France Avenue South, Suite 1330, Bloomington, MN 55435 for operation and management of a restaurant and catering at Union Depot.
2. Authorize the Chair to execute the agreement with Kaskaid Hospitality for operation and management of a restaurant and catering at Union Depot for the period of August 22, 2016 through August 31, 2021, in accordance with the rates established in the agreement.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement in accordance with the provisions of the agreement with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

**5. R2016-51 Request for Proposals for East Metro Rail Yards Improvement Project**

Authorize the issuance of a Request for Proposals (RFP) to complete engineering, modeling, financial planning and environmental analysis for the East Metro Rail Yards Improvement Project (Project), in accordance with County Board policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board (RCRRA) with a recommendation for selection of a consultant.

**6. R2016-48 Amendment 2 with URS Corporation for the Rush Line Corridor Pre-Project Development Study**

1. Approve the Amendment with URS Corporation, 100 South Fifth Street, Suite 1500, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Rush Line Pre-Project

Development Study, for the period of September 1, 2016 through May 31, 2017, in an amount not to exceed \$299,600.

2. Authorize the Chair to execute the Amendment.
3. Authorize the County Manager to transfer up to \$299,600 from the 2016 RCRRRA operating budget to the 2016 RCRRRA project budget for consulting services for public engagement and design activities for the Rush Line Pre-Project Development Study.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

**7. R2016-44 RCRRRA 2016 Funding Commitment to Minnesota High Speed Rail Commission**

1. Accept the Minnesota High Speed Rail Commission's 2016 budget.
2. Approve the Ramsey County Regional Railroad Authority's payment of \$15,795 to the Minnesota High Speed Rail Commission as its funding commitment to the 2016 budget.
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**

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Requesting Department: Regional Railroad Authority

R2016-49

Committee: Regional Railroad Authority

Meeting Date: 8/16/2016

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**SUBJECT: Agenda of August 16, 2016 is Presented for Approval**

**REQUESTED ACTION**

Approve the agenda of August 16, 2016.



**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-47

Committee: Regional Railroad Authority

Meeting Date: 8/16/2016

---

**SUBJECT: Minutes of July 12, 2016 are Presented for Approval**

**REQUESTED ACTION**

Approve the minutes of July 12, 2016.

**ATTACHMENTS**

1. Draft Minutes

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-45

Committee: Regional Railroad Authority

Meeting Date: 8/16/2016

---

**SUBJECT: Agreement with Kaskaid Hospitality for Operation and Management of a Restaurant and Catering at Union Depot**

**REQUESTED ACTION**

1. Approve the selection of Kaskaid Hospitality, 7760 France Avenue South, Suite 1330, Bloomington, MN 55435 for operation and management of a restaurant and catering at Union Depot.
2. Authorize the Chair to execute the agreement with Kaskaid Hospitality for operation and management of a restaurant and catering at Union Depot for the period of August 22, 2016 through August 31, 2021, in accordance with the rates established in the agreement.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement in accordance with the provisions of the agreement with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

**EXECUTIVE SUMMARY**

The Ramsey County Regional Railroad Authority (RCRRA) renovated the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation includes space for passengers and providers of transportation services, a bike center, office and retail, and several event venues. The RCRRA vision for Union Depot includes a community aspect – a place where people can gather and connect. A restaurant will not only serve the needs of passengers, a restaurant and catering will draw patrons for the unique experience of dining and events in the nationally known historic train station.

On April 12, 2016, the RCRRA Board approved a competitive solicitation for operation of a restaurant at Union Depot and also for providing catering services at Union Depot events. Below is a competitive solicitation summary:

- RFP Title – Programs: UD Restaurant/Cater
- RFP Release Date – April 13, 2016
- RFP Response Due Date – May 5, 2016
- Number of Contractors Notified – 185
- Number of RFP Responses Received – 3
- Evaluation Committee – RCRRA Real Estate Asset Manager, RCRRA Accountant, JLL General Manager, JLL Marketing and Event Manager, and JLL Event Manager
- RFP Evaluation Criteria – Experience, Personnel Qualifications, Business Plan, Marketing Plan, and Compensation
- Contractor Recommended – Kaskaid Hospitality

The full term of the agreement with Kaskaid Hospitality is August 22, 2016 through August 31, 2026. This includes an original five year term with an option for a five-year renewal, based on mutual

## Agreement with Kaskaid Hospitality for Ops and Mgmt of Restaurant & Catering at Union Depot

agreement between Kaskaid Hospitality and RCRRA, providing a total agreement length of ten years. The five year term was negotiated in order to allow Kaskaid Hospitality to effectively market, promote and build a business reputation at Union Depot. In accordance with the agreement, Kaskaid Hospitality is obligated to provide all necessary equipment for the kitchen and catering, beyond the built in equipment that will be provided by the RCRRA renovation, as well as all cookware, dinnerware, glassware, décor, and other restaurant supplies and materials. Kaskaid Hospitality will pay RCRRA a commission based on their gross sales in three categories. The commissions will be 3% from restaurant sales, 7% from off-site catering, and 10% from on-site catering. The revenue projection is estimated at \$100,000 the first year, increasing each subsequent year of the agreement as their sales increase, for a total of \$850,000 over the five year life of the original agreement.

The agreement with Kaskaid Hospitality provides that Kaskaid Hospitality will work jointly with RCRRA on the design and specifications for the new restaurant within the Head House of Union Depot. The designated kitchen and mezzanine seating area have not been renovated in over twenty years and will be fully renovated, including kitchen equipment and furnishings, through investment by RCRRA. (The renovation, subject to final structural, code and historic preservation requirements, will be the subject of a future RCRRA Board action and is estimated between \$850,000 and \$1,000,000.) The restaurant opening is expected to occur in the first quarter of 2017 upon completion of extensive renovation and investment by both RCRRA and Kaskaid Hospitality. Kaskaid Hospitality will become the exclusive provider of catering, including alcoholic beverages, at Union Depot for events held after August 2016. There will be limited exceptions to the use of Kaskaid Hospitality for events booked with other caterers prior to the effective date of this agreement, based on the specific nature of the event (i.e. a beer or wine tasting event, Holiday Bake Sale, food tasting event, etc.), or due to the inability of Kaskaid Hospitality to accommodate the specific requirements of the event (i.e., special food preparation due to religious beliefs).

### **FISCAL IMPACT**

The agreement with Kaskaid Hospitality is projected to generate commission based revenue of \$100,000 the first year of operations at Union Depot and increase each subsequent year for a total of \$850,000 over the five year life of the agreement for Ramsey County Regional Railroad Authority.

Funds for the new restaurant/kitchen renovation costs are included in the Union Depot Capital Projects budget.

### **COUNTY MANAGER COMMENTS**

Ramsey County Regional Railroad Authority Board approval is required to enter into new service agreements resulting from the Request for Proposals process.

### **PREVIOUS ACTION**

On April 12, 2016, the Ramsey County Regional Railroad Authority authorized the Request for Proposals for Operation and Management of a Restaurant and Catering at Union Depot (R2016-12).

### **ATTACHMENTS**

1. Draft Resolution
2. Professional Services Agreement

DRAFT RESOLUTION

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

WHEREAS, The Ramsey County Regional Railroad Authority continues to expand the use of Union Depot for retail and as an event center as well as provide amenities to passengers; and

WHEREAS, The Ramsey County Regional Railroad Authority seeks to provide restaurant services throughout the day to passengers and visitors as well as support the event requirements for catering services; and

WHEREAS, Through Resolution #R2016-12, The Ramsey County Regional Railroad Authority authorized the release of the Management and Operation of a Restaurant and Catering Request for Proposals on April 12, 2016; and

WHEREAS, The Evaluation Committee evaluated and recommended the proposal submitted by Kaskaid Hospitality as the most qualified proposal to the requested services; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of Kaskaid Hospitality, 7760 France Avenue South, Suite 1330, Bloomington, MN 55435 for operation and management of a restaurant and catering at Union Depot; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement with Kaskaid Hospitality for operation and management of a restaurant and catering at Union Depot for the period of August 22, 2016 through August 31, 2021, in accordance with the rates established in the agreement; 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 in accordance with the provisions of the agreement 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.



## Professional Services Agreement

This is an Agreement between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, 214 Fourth Street East, Suite 200, St. Paul, MN 55101 ("RCRRA") and Kaskaid Hospitality LLC, 7760 France Avenue South, Suite 1330, Bloomington, MN 55435, registered as a Limited Liability Company in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The term of this Agreement shall be from August 22, 2016 through August 31, 2021 and may be renewed for up to one (1) additional five year period(s).

The full term of this agreement (including renewals) is 10 year(s) and 0 month(s).

#### 1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

### 2. Scope of Service

#### 2.1.

The Contractor shall manage and operate a restaurant for RCRRA at 214 Fourth Street East, St. Paul, MN, in the building referred to in this Agreement as "Union Depot", in Suites 100, 110 and M205 as shown on Exhibit A, and provide catering, food and beverage service, for events taking place at Union Depot. The Contractor shall furnish all labor, supplies, and materials necessary or incidental, to the provision of daily food and beverage (including liquor) service and catering. RCRRA seeks to achieve the highest possible revenue return while providing high-quality service to the public from the restaurant and catering services.

The Contractor shall provide technical assistance and recommendations to RCRRA in the areas of restaurant layout, design, finishes, furnishings, and equipment selection to meet the function requirements for the restaurant concept.

The Contractor shall secure and maintain, at the Contractor's sole cost, an on-sale liquor license, from the City of Saint Paul.

All staff required to manage the restaurant operations and catering services will be employees of the Contractor; recruited, hired, trained, managed, and paid for by the Contractor. Staff must be attentive and courteous and provide services in a professional manner.

All staff must wear a uniform mutually agreed upon by the Contractor and RCRRA. Uniforms will be at the expense of the Contractor and/or Contractor's employees. The Contractor's service shall be timely, attentive and courteous. Service shall be conducted in a professional manner.

The Contractor shall provide ongoing management and administrative services as are usual and customary for the efficient operation of the restaurant and catering.

The Contractor shall, at Contractor's expense, promote and market the restaurant consistent with that of Contractor's other restaurants. The Contractor shall include Union Depot as an event venue in promotional materials created for Contractor's catering business. RCRRA shall

approve in advance the content in promotional materials as to the reference of Union Depot. The Contractor shall collaborate with RCRRRA in the design of marketing materials for event spaces, specifically for Contractor's catering services, and by providing décor and or photographs from Contractor's inventory. Production of marketing materials for the event venues at Union Depot will be RCRRRA expense.

The Contractor shall participate in RCRRRA programs for waste minimization and disposal including those that exist upon the effective date of this Agreement and as may change throughout the term. The Contractor shall place all trash and recyclable items in the containers provide by RCRRRA and empty or place the containers at the loading dock at Union Depot as designated by RCRRRA. Trash and recycling disposal costs will be the responsibility of RCRRRA.

The Contractor shall be responsible, at Contractor's expense, for grease removal and disposal, utilizing the designated area near the loading dock at Union Depot.

The Contractor must assure action shall be taken promptly, within 24 hours, to resolve any complaints which RCRRRA may receive regarding the Contractor's performance.

The Contractor shall not make any alterations to the restaurant or install any signage at Union Depot without the prior written approval of RCRRRA.

### **2.1.1 Restaurant**

The Contractor shall manage and operate a restaurant in Suites 100, 110, and M205 as shown on Exhibit A attached to this Agreement. The combined space is approximately 6,800 square feet which may increase based on Contractor's request and written agreement by RCRRRA. The year round full-service food and beverage restaurant will include liquor bar. The Contractor will also, at Contractor's discretion, have use of an outdoor seating area on the east end of the north plaza, in an area not to exceed 400 square feet, in the approximate location as shown on Exhibit A attached to this Agreement.

The restaurant shall be open to accommodate the schedules of the travelers that use Union Depot. Minimum hours of operation are expected to be Monday through Sunday from 7:00 A.M. to 11:00 P.M. Reduced hours of operation, as mutually agreed in writing with RCRRRA, are an option based on the hours of availability of other food service options at Union Depot. Additional hours of operation may be proposed by the Contractor and may be approved by RCRRRA, in RCRRRA's discretion.

The Contractor shall coordinate operation of the restaurant with RCRRRA to include menu development, competitive pricing and service quality. Breakfast, lunch, and dinner items must be provided, consistent with the hours of operation, as well as beverages (alcoholic and non-alcoholic). In addition, a "grab-and-go" food and beverage area or options must be provided unless these offerings are available through other arrangements and RCRRRA provides written approval to forego these offerings.

The Contractor will have a variety of menu items in the low to medium price range, including beverages, with wide appeal. The Contractor will strive to include menu items incorporating honey from on-site bee hives and will designate such items on the menu as containing honey from on-site bee hives.

The Contractor shall provide furnishings, fixtures and kitchen equipment at the Contractor's discretion (i.e. specialty furniture items, small appliances, cooking equipment, pots, pans, dinnerware, glassware, linens, décor, etc.) ("Contractor's Equipment"), in addition to that which RCRRRA will provide, and the Contractor's Equipment shall remain the property of the Contractor at the termination of this Agreement.

The Contractor will provide, at Contractor's discretion, audio visual equipment within the restaurant consistent with the restaurant concept, which equipment shall remain the property of the Contractor at the termination of this Agreement.

All charges and fees for phone, internet, point of sale service, and cable/satellite services, and hardware maintenance for use of these services, in the use of the operation of the restaurant and catering shall be the responsibility of the Contractor.

Contractor shall at Contractor's discretion install security systems within the restaurant area. Maintenance and replacement of all items provided by the Contractor (including but not limited to the Contractor's Equipment as defined above) shall be the responsibility of the Contractor at the Contractor's expense and shall be removed by the Contractor at the termination of this Agreement.

Contractor shall prepare and maintain a maintenance program, and provide a copy of the program to RCRRA, detailing the routine and scheduled maintenance and routine cleaning of restaurant equipment and fixtures that are provided by RCRRA, including but not limited to exhaust hoods, fans, ducts, flues, ovens, coolers, freezers, grease removal and disposal, etc., and shall complete maintenance and cleaning per this program at Contractor's expense. Maintenance of Contractor and RCRRA provided equipment shall be completed in a first class manner. The

Contractor shall be responsible for replacement or repair of RCRRA provided equipment and fixtures and other personal property if damaged due to Contractor misuse and/or negligence.

The Contractor is responsible for all routine janitorial services for the restaurant, and outdoor patio area, including but not limited to floors, walls, display cases, counters and the cleaning of furniture provided by RCRRA or the Contractor. Contractor shall also provide all supplies for these services.

The Contractor is responsible for pest control services within Suites 100, 110 and M205 and a professional pest control firm shall be retained by Contractor at Contractor's expense.

### **2.1.2 Catering**

The Contractor will serve as the exclusive caterer, except as provided elsewhere in this Section 2.1.2, providing food and beverage service (alcoholic and non-alcoholic) for events taking place at Union Depot using the kitchen within the onsite restaurant. Contractor shall provide catering services to RCRRA and to other event hosts at Union Depot.

Contractor shall at all times collectively use its knowledge, experience, and expertise to expeditiously and cost effectively deliver the optimal mix of skills and resources to evaluate, develop, design and execute solutions for events at Union Depot.

Catering menu must include buffet and plated options for breakfast, lunch, and dinner as well as beverages (alcoholic and non-alcoholic). In addition, continental breakfast and box lunch options are necessary. Contractor will work with RCRRA to establish menu options for events in a tiered pricing framework for inclusion in RCRRA event brochures and packages.

Catering hours will vary and will be determined for each event with the majority of events expected to occur between the hours of 7:00 A.M and 12:00 A.M.

Contractor shall provide all portable equipment (i.e. warmers, coolers, carts, beverage bars, etc.), dinnerware, glassware, linens, décor, etc. necessary for the catered events, which will remain the property of Contractor, or otherwise make arrangements for use of this equipment to fulfill the event requirements.

The Contractor shall designate one point of contact - sales manager - to assist RCRRRA and its agent, and event hosts, in the coordination and delivery of catering from proposal generation through event completion.

Contractor will be designated as the exclusive caterer for all catering requirements at Union Depot unless RCRRRA grants an exception. RCRRRA reserves the right to grant exceptions and allow other caterers and food and beverage vendors on a restricted basis where the catering arrangements are executed prior to the effective date of this agreement or when the requirements are unique, or integral to the event itself, or in the unlikely event that Contractor is unable to accommodate the requirements for a specific ethnic or religious event as agreed by RCRRRA.

The Contractor shall collaborate with RCRRRA related to catering using only green recyclable products and implement such product use as directed by RCRRRA.

### **2.1.3 Retail Products**

Contractor will be responsible for selling retail products that may include the following or other items: t-shirts, sweatshirts, hats and other Union Depot branded merchandise. Contractor and RCRRRA will collaborate on what items should be sold and the price point.

### **2.1.4 Build-out**

RCRRRA will complete the build out of the restaurant and provide all of the built-in equipment, such as exhaust hoods, fans, sinks, cabinets, ovens, stoves, coolers, and freezers. The Contractor will actively participate in the restaurant and kitchen layout, design and selection of equipment to best suit the restaurant operations. Contractor's review, comments and recommendations regarding plans and design for the restaurant and kitchen shall be completed in a timely fashion and in accordance with the overall project schedule and budget. RCRRRA retains final decisions on design and equipment selection.

### **2.1.5 Recordkeeping**

The Contractor shall maintain records and the books reflecting the Contractor's operation. Such books shall be prepared on an accrual basis and shall be in accordance with generally accepted accounting principles as uniformly applied and modified for the operation of facilities such as Union Depot. Such books and records shall be made available to RCRRRA for inspection and copying during the normal hours of business of RCRRRA upon reasonable notice.

The books and records of the Contractor shall be kept by the Contractor on the basis of a 4-4-5 calendar and RCRRRA's fiscal year ending December 31<sup>st</sup>.

On or before the twenty-fifth (25<sup>th</sup>) day of each month, the Contractor shall deliver to RCRRRA in accordance with the notice provision of this Agreement, an operating statement setting forth the results of the restaurant and catering operations for the preceding month, based on a 4-4-5 calendar, and a year-to-date comparison to the same year-to-date performance for the prior year ("Monthly Report"). The Monthly Report shall clearly set forth the gross sales from the restaurant, on site catering and off site catering to establish the basis for the compensation per Section 4 below. The Monthly Report shall also include all costs/expenses incurred by the Contractor for services delivered. The Monthly Report shall be in a form mutually agreed upon by the parties.

On or before the first (1<sup>st</sup>) day of each calendar quarter the Contractor shall deliver to RCRRRA in accordance with the notice provisions of the Agreement, a pro forma setting forth the expected gross sales for the remainder of the calendar year and at least the following two (2) calendar years ("Pro Forma") consistent with the reporting in the Monthly Report. The Pro Forma shall be in a form mutually agreed upon by the parties.



**2.2.**

Services shall be provided at Union Depot, off-site catering using the kitchen at Union Depot is explicitly authorized.

**2.3.**

The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) days notify RCRRA in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services. The foregoing conditions will be subject to the provisions of the Force Majeure Clause of this Agreement.

**2.4.**

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

**2.5.**

The Contractor agrees to furnish RCRRA with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by RCRRA, upon request.

**3. Schedule**

The Contractor shall provide services as follows: a) catering services shall be provided upon the effective date of this Agreement and as engaged for specific events; b) the Contractor shall make every effort to attend RCRRA scheduled meetings and provide requested information related to design and construction of the restaurant, in accordance with the overall project schedule to be mutually agreed, and provided reasonable notice of such meetings and information requests; and c) the Contractor shall open the restaurant for business within fourteen (14) days of the later of the completion of construction by RCRRA and the receipt of the occupancy permit.

**4. Cost****4.1.**

This is a No Cost contract in which no payment will be made to the Contractor by RCRRA.

**4.2.**

This is a No Cost contract for the purpose of operating and managing a restaurant and catering at Union Depot and compensating RCRRA ("Compensation") based on a percentage of Gross Sales from the restaurant and catering as further defined below. The Compensation payable to RCRRA by Contractor shall be an amount based on the aggregate total of: a) three (3) percent of the Gross Sales generated from the restaurant including any retail product sales, and b) seven (7) percent of the Gross Sales generated from offsite catering using the kitchen at Union Depot, and c) ten (10) percent of the Gross Sales generated from onsite catering using the kitchen at Union Depot, including as may be supplemented from time to time with the use of Contractor's offsite facilities.

The term "Gross Sales", as used in this Agreement is hereby defined to mean the dollar aggregate of:

(a) the sales prices of all food, beverages, goods, wares and merchandise sold, and the charges for all services performed by the Contractor at, in, on, or from the Union Depot, whether made for cash, on credit, or otherwise, without reserve or deduction for inability or failure to collect, including but not limited to such sales and services (i) whether made by Contractor personnel, pursuant to mail, catalog, telephone, computer, or any electronic or automated means or other similar orders received or filled at or from Union Depot, (ii) by means of mechanical and other vending devices at Union Depot, (iii) as a result of transactions serviced from the Union Depot

even though the actual filing of the sale, merchandise or service and the delivery thereof may be from another place, and/or (iv) which the Contractor in the normal and customary course of Contractor's operations would credit or attribute to its business at Union Depot, or any part or parts thereof; and

(b) all moneys or other things of value received by the Contractor from Contractor's operations at, in, on or from Union Depot which are not expressly excluded from Gross Sales by the other provisions of this definition. Gross Sales" shall not include (i) the exchange of merchandise between restaurants or warehouses of Contractor where such exchanges are made solely for the convenient operation of the Contractor's business and not for the purpose of consummating a sale which has theretofore been made at, in, on or from Union Depot and/or for the purpose of depriving RCRRRA of the benefit of a sale which otherwise would have been made at, in, on or from Union Depot, (ii) fees and charges for catering services performed by Contractor at a place other than Union Depot, except that the sale of food items prepared at Union Depot (or the portion of the catering revenue attributable to the food items prepared at Union Depot) shall be included in Gross Sales, (iii) returns to shippers or manufacturers, (iv) sales of fixtures after use thereof in the conduct of the Contractor's business at Union Depot or which are not Contractor's stock in trade, (v) cash or credit refunds made upon transactions included within Gross Sales, not exceeding the selling price of merchandise returned by the purchaser and accepted by the Contractor, (vi) the amount of any city, county, state or federal sales, luxury, or excise tax on such sales which is both (a) added to the selling price or absorbed therein, and (b) paid to the taxing authority by Contractor; (vii) sales to employees of Contractor at a discount, not exceeding one (1%) percent of Gross Sales per calendar year; (viii) sales of fixtures, equipment or property which are not Contractor's stock in trade; (ix) insurance proceeds; (x) sales at no profit to Contractor from vending machines located in non-sales areas of Contractor and which are for the exclusive use of Contractor's employees; (xi) sums collected on claims against transportation companies or carriers; (xii) value of gift certificates until redeemed, but if not redeemed within one (1) year following issue, the amount of the certificate will be included in Gross Sales for such the calendar year; (xiii) the out-of-the-ordinary course of business and no profit sale of fixtures, equipment, furnishings and other personal property of Contractor that is not a part of Contractor's inventory; (xiv) cost of check verification charges, credit card charges paid to credit card companies, and finance charges on third party (i.e., not contractor or affiliated with Contractor) credit or debit cards that are separately stated and charged to customers for the extension of credit, not exceeding three (3%) percent of Gross Sales per calendar year; (xv) amounts received for a customer service at no profit to Contractor, such as gift wrapping, shipping, alterations and repair charges, not exceeding one (1%) percent of Gross Sales per calendar year; (xvi) layaway sales (except when the sale is completed or the deposit converted to income by contractor); (xvii) warranty charges and insurance premiums paid by Contractor's customers so long as not at a profit to Contractor, not exceeding one (1%) percent of Gross Sales per calendar year; and (xviii) sales to jobbers made for the purpose of clearing stock of old or obsolete merchandise. The foregoing exclusions shall only apply in connection with a calculation of Compensation due and payable by Contractor to RCRRRA, and no exclusions shall apply in connection with the calculation of Gross Sales for any other purposes under this Agreement., and

(c) such gross sales made by any concessionaire, licensee or otherwise at, in, on or from Union Depot and such gross sales made by concessionaires, licensees, or otherwise, shall be included in the reports provided for in this Agreement (but the forgoing shall not be construed to give the Contractor the right to concession or license, which right shall be governed by the provisions of Section 6.4 hereof).

The Compensation due RCRRRA under the terms of this Agreement shall be payable to RCRRRA on the twenty-fifth (25<sup>th</sup>) day of the month following the month for which Compensation is being paid. Monthly payments shall be accompanied by the Monthly Report as described in paragraph 2.1.5 of this Agreement.

Any Compensation to be paid by Contractor accruing under the provisions of this Agreement 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.

## 5. Special Conditions

### **RCRRA Responsibilities**

RCRRA will have responsibility for final design and equipment selection, based on Contractors recommendations, and for the construction of the restaurant. All build-out costs for the restaurant shall be the responsibility of RCRRA. This includes interior construction and/or renovation, purchase and installation of furniture and fixtures, point of sale equipment, built in kitchen equipment such as ovens, coolers, ovens, stoves, and sinks, consistent with that required for a restaurant and catering operation of comparable size and services, and restaurant signage. This also includes replacement of this built in equipment that fails in the course of normal operation and at the end of its useful life provided however, the Contractor shall be responsible for any repairs or replacement required as a result of the negligence or willful misconduct of the Contractor, in which case the repair or replacement shall be at the Contractor's expense.

RCRRA shall be responsible for all structural maintenance and repairs, including repairs to HVAC systems, floors, membranes, walls, ceilings and for maintaining kitchen exhaust and ventilation systems, including exhaust hoods, fans, ducts and blues; provided however, the Contractor shall be responsible for any repairs required as a result of the negligence or willful misconduct of the Contractor, in which case such work shall be at the Contractor's expense.

RCRRA will be responsible for painting and touchup of walls within the restaurant unless such work is required due to the negligence or willful misconduct of the Contractor in which case such work shall be at the Contractor's expense.

RCRRA will provide tables and chairs for the bar and restaurant seating areas on the main floor and mezzanine, Suite M205, consistent with the agreed concept and design of the restaurant.

RCRRA will provide electrical and communications cabling to designated restaurant locations for operation of Contractor provided audio visual equipment including televisions. RCRRA will provide Contractor access to the secure wifi network at Union Depot for Contractor's use in conducting sales transactions as may be required from time to time as part of providing catering services for an event.

RCRRA will provide patio tables and chairs for an outdoor seating area on the east end of the north plaza at Union Depot in an area not to exceed 400 square feet.

Installation and service fees for use of all electrical power, natural gas, water and sewer used onsite in the operation of the restaurant and catering services shall be the responsibility and sole cost of RCRRA including any maintenance or repairs provided such maintenance and repairs of these utility services are not required due to the willful misconduct or negligence of Contractor.

RCRRA will provide door hardware for securing access to the kitchen area. RCRRA will provide Contractor with keys and access cards for use by Contractor's employees. Lost or stolen keys and access cards must be reported to RCRRA within 24 hours of occurrence and will be replaced at Contractor's expense. RCRRA shall have the right to enter the kitchen area for inspection, maintenance and repair services as necessary under the terms of this Agreement and will provide one (1) business day advance notice of non-emergency access for this work.

## **6. General Contract/Agreement Terms and Conditions**

### **6.1. Payment**

#### **6.1.1.**

No payment will be made until the invoice has been approved by RCRRA.

#### **6.1.2.**

Payment shall be based on a negotiated payment schedule.

### **6.2. Application for Payments**

#### **6.2.1.**

The Contractor may not submit invoices more than once a month.

#### **6.2.2.**

Invoices for any goods or services not identified in this Agreement will be disallowed.

#### **6.2.3.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

#### **6.2.4.**

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by RCRRA.

#### **6.2.5.**

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

#### **6.2.6.**

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

### **6.3. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of RCRRA.



#### **6.4. Successors, Subcontracting and Assignment**

##### **6.4.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to RCRRRA in respect to all covenants, contracts and obligations contained in this Agreement.

##### **6.4.2.**

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of RCRRRA and subject to such conditions and provisions as RCRRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

#### **6.5. Compliance With Legal Requirements**

##### **6.5.1.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

##### **6.5.2.**

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

#### **6.6. Data Practices**

##### **6.6.1.**

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

##### **6.6.2.**

The Contractor designates Dawnette Meadows as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 06, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

##### **6.6.3.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRRA or Ramsey County data is contained or which are used to access RCRRRA or Ramsey County data in the course of providing services under this Agreement. Access to RCRRRA and Ramsey County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all RCRRRA and Ramsey County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give RCRRRA and Ramsey County written verification that the data has been purged.

## **6.7. Security**

### **6.7.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

### **6.7.2.**

Contractors shall report to RCRRA and Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to RCRRA and Ramsey County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as RCRRA and Ramsey County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

### **6.7.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

### **6.7.4.**

RCRRA retains the right to inspect and review the Contractor's operations for potential risks to RCRRA and Ramsey County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

### **6.7.5.**

All RCRRA and all Ramsey County data and intellectual property stored in the Contractor's system is the exclusive property of RCRRA and Ramsey County respectively.

## **6.8. Indemnification**

The Contractor shall indemnify, hold harmless and defend RCRRA and Ramsey County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which RCRRA or Ramsey County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

**6.9. Contractor's Insurance****6.9.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

**6.9.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to RCRRRA contracting department evidencing such coverage to RCRRRA throughout the term of this Agreement.

**6.9.3.**

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

**6.9.3.1.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

**6.9.3.2.**

RCRRRA and Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to operations of the Contractor, using ISO endorsement form CG 2026 or the equivalent.

**6.9.4.**

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

**6.9.4.1.**

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

**6.9.4.2.**

RCRRRA, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of RCRRRA.

**6.9.5.**

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

**6.9.6.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

**6.9.7.**

If the Contractor is driving on behalf of RCRRA as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

**6.9.8.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to RCRRA upon written request.

**6.9.9.**

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

**6.9.10.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to RCRRA.

**6.9.11.**

Except as set forth in this section, either the Contractor or its insurer shall provide RCRRA with prior notice of any lapse in the insurance required under this Agreement, including cancellation, non-renewal or material change in coverage. However, if Contractor is providing services to clients, customers, patients or inmates on behalf of RCRRA, Contractor shall notify its insurer that the County is requiring third party notice of mid-term cancellation per Minnesota Statutes Section 60A.36, Sub 2a, and Contractor's certificate of insurance shall indicate that its insurer will provide such notice.

**6.9.12.**

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

**6.9.13.**

A Crime and Fidelity Bond is required if the Contractor is handling money for RCRRA or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

**6.10. Audit**

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

**6.11. Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**RCRRA:**

Real Estate Asset Manager, Ramsey County Regional Railroad Authority, 214 West Fourth Street, Suite 200, St. Paul, MN 55101



**Contractor:**

Director of Catering, Kaskaid Hospitality LLC, 7760 France Avenue South, Suite 1330,  
Bloomington, MN 55435

**6.12. Non-Conforming Services**

The acceptance by RCRRA of any non-conforming goods/services under the terms of this Agreement or the foregoing by RCRRA of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of RCRRA's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of RCRRA provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**6.13. Setoff**

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

**6.14. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RCRRA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

**6.15. Respectful Workplace and Violence Prevention**

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

**6.16. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

**6.17. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of RCRRA Commissioners. RCRRA may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of RCRRA Commissioners. Upon receipt of the RCRRA's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to RCRRA.

**6.18. Termination****6.18.1.**

RCRRA may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify RCRRA upon the commencement of such proceedings or other action.

**6.18.2.**

If the Contractor violates any material terms or conditions of this Agreement RCRRA may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

**6.18.3.**

RCRRA may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

**6.19. Interpretation of Agreement; Venue****6.19.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

**6.19.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**6.20. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

**6.21. Infringement****6.21.1.**

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to RCRRA, defend, indemnify, and hold RCRRA, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the RCRRA's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. RCRRA will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

**6.21.2.**

If, as a result of any claim of infringement of rights, the Contractor or RCRRRA is enjoined from using, marketing, or supporting any product or service provided under the agreement with RCRRRA (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for RCRRRA to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to RCRRRA, or propose an equivalent, subject to RCRRRA approval. The acceptance of a proposed equivalent will be at the RCRRRA's sole discretion. If no alternative is found acceptable to RCRRRA acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any license fees and any other costs paid by the RCRRRA in conjunction with the license or use of the materials, reports, documents, data, or documentation.

**6.22. Debarment and Suspension**

When RCRRRA is using federal funds for a purchase of \$25,000 or over, the federal government prohibits RCRRRA from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, Ramsey County has enacted Ordinance 2013-330 Ramsey County Debarment Ordinance that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

**7. Diverse Workforce Inclusion**

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through [JobConnect@co.ramsey.mn.us](mailto:JobConnect@co.ramsey.mn.us) or call 651-779-5652.

**8. Alteration**

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

**9. Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either

written or oral. No subsequent agreement between RCRRRA and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

## **10. Special Contract Terms and Conditions**

### **10.1.**

Provisions in Sections 6.1 and 6.2 related to Payment and Application for Payment by RCRRRA to Contractor are not applicable under this Agreement and are deleted.

### **10.2.**

Provisions in Section 6.9.4 are not applicable to this Agreement as Professional liability insurance is not required. Section 6.9.4 is deleted.

### **10.3.**

Contractor shall maintain All-risk property insurance covering all of Licensee's inventory, trade fixtures, furniture, furnishings and equipment brought onto and/or used at Union Depot in an amount equal to the greater of \$500,000, without co-insurance, or the full replacement cost value of all such equipment, furniture and trade fixtures.

### **10.4.**

Contractor shall maintain liquor liability insurance, including coverage for bodily injury or property damage with minimum limits of \$2,000,000 per occurrence and \$5,000,000 general aggregate.

### **10.5.**

Contractor is responsible for loss to RCRRRA and third party property/assets and shall maintain Fidelity Bond or comprehensive crime insurance coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000. Contractor shall name RCRRRA as Loss Payee with respect to the compressive crime insurance coverage.

### **10.6.**

Further to the termination provision of Section 6.18.3, Contractor shall be allowed to provide catering services, using off-site kitchen facilities, for any client event held after the termination date, provided that the client event agreement with RCRRRA was executed by the client and RCRRRA prior to RCRRRA issuing the notice of termination.

### **10.7.**

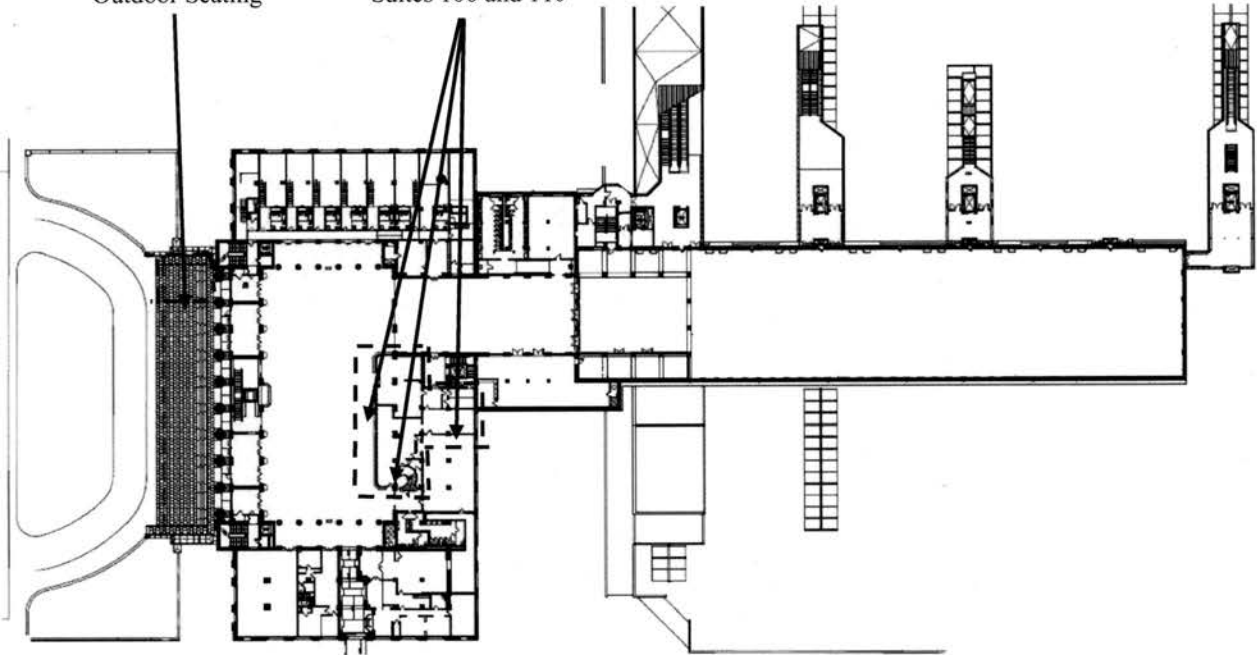
RCRRRA reserves the right, if RCRRRA determines that the continuity of service by Contractor is in the best interest of RCRRRA and upon mutual agreement by the parties, to renew this Agreement for one (1) five year renewal term, on the same terms and conditions as in this Agreement. RCRRRA will provide Contractor written notice thereof delivered no earlier than August 1, 2020 and no later than February 1, 2021.

The following sentence is deleted from Section 1.1, "The full term of this agreement (including all renewals) is 10 year(s) and 0 month(s)."

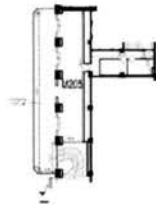


Exhibit A

Main Level – Suites 100, 110 and Outdoor Seating (Approximate locations within dashed lines)  
Outdoor Seating      Suites 100 and 110



Mezzanine Level – Suite M205 (Location is above Suites 100 and 110)



**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-51

Committee: Regional Railroad Authority

Meeting Date: 8/16/2016

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**SUBJECT: Request for Proposals for East Metro Rail Yards Improvement Project**

**REQUESTED ACTION**

Authorize the issuance of a Request for Proposals (RFP) to complete engineering, modeling, financial planning and environmental analysis for the East Metro Rail Yards Improvement Project (Project), in accordance with County Board policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board (RCRRA) with a recommendation for selection of a consultant.

**EXECUTIVE SUMMARY**

The Project will utilize the proposed improvements identified in the 2012 East Metro Rail Capacity and Engineering Improvements Study (East Metro Study). The intent of the current Project is to complete the modeling, engineering, planning and environmental documentation needed to make these improvement projects shovel-ready to enable Ramsey County Regional Railroad Authority (RCRRA) to seek construction funding. The completion of this Project is critical to the economic competitiveness of Ramsey County, the Twin Cities, and Minnesota.

The RCRRA and stakeholder railroads recognize current and future rail capacity constraints will affect long-term plans for freight growth and future passenger rail connections to Union Depot. The 2012 East Metro Study identified rail capacity improvements to the freight rail network owned by BNSF Railway, Canadian Pacific Railway, Union Pacific Railroad and the Ramsey County Regional Railroad Authority. The study identified and prioritized improvements to the multiple rail network bottlenecks between Union Depot in St. Paul and Hastings. An area that accommodates five (5%) of the nation's freight rail volume. Conceptual engineering was conducted to determine constructability of the proposed infrastructure improvements to alleviate the bottlenecks and to support cost estimates. Three groups of improvement options were developed in the East Metro Study. Based on those findings, RCRRA has determined to prioritize the improvements identified in Option 1.5 (Phase I) for further work in this Project. The proposed improvements in Phase I would provide capacity to accommodate 36% growth in freight traffic, existing passenger rail traffic, and lay the groundwork for proposed increases in passenger rail service.

This East Metro Rail Yards Improvement Project will include confirmation of the identified improvements in Phase I in an area that extends from Union Depot southeast to approximately I-494. Subdivisions included are the Division St. Wye, Hoffman Interlocking and multiple rail yards owned by BNSF Railway, Canadian Pacific Railway and Union Pacific Railroad. This confirmation process will be done to ensure that the proposed improvements still address the capacity concerns identified in the East Metro Study. The study will also take into account additional capacity concerns stemming from the significant growth in freight rail traffic and reduction in anticipated passenger rail traffic (commuter rail is no longer being considered) since the study's completion. Once the scope of the project is reaffirmed, the capacity improvements will be advanced into more detailed engineering and environmental analysis.

## Request for Proposals for East Metro Rail Yards Improvement Project

The Project is expected to take two years to complete. The RCRRA has secured state bond funding in the amount of \$1,000,000 through Grant Agreement 07376 with the Minnesota Department of Transportation (MnDOT) which is expected to cover 100% of the costs of the Project.

RCRRA staff is requesting approval to issue a RFP to complete engineering, modeling, financial planning and environmental analysis for Project, in accordance with County policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a consultant.

### **FISCAL IMPACT**

The RCRRA has funding to cover this cost in its 2016 project budget. The Project will be reimbursed for the cost of the project in the amount of \$1,000,000 through a grant agreement with the Minnesota Department of Transportation.

### **COUNTY MANAGER COMMENTS**

Issuance of an RFP requires Ramsey County Regional Railroad Authority Board approval and is consistent with the Board direction for an open, fair and competitive solicitation process.

### **PREVIOUS ACTION**

On December 16, 2014, the Ramsey County Regional Railroad Authority Board approved a Grant Agreement 07376 with the Minnesota Department of Transportation for the completion of an Environmental Impact Statement for East Metro Rail Capacity Improvements (R14-30).

### **ATTACHMENTS**

1. Draft Resolution
2. Request for Proposals
3. Attachment A - Scope of Services

Draft Resolution

WHEREAS, The RCRRA and stakeholder railroads recognize current and future rail capacity constraints will affect long-term plans for freight growth and future passenger rail connections to Union Depot; and,

WHEREAS, The 2012 East Metro Rail Capacity and Engineering Improvement Study identified and prioritized rail capacity improvements to the freight rail network owned by BNSF Railway, Canadian Pacific Railway, Union Pacific Railroad and the Ramsey County Regional Railroad Authority; and,

WHEREAS, The intent of the current Project is to complete the modeling, engineering, planning and environmental documentation needed to make these prioritized improvement projects shovel ready to enable RCRRA to seek funding for construction; and,

WHEREAS, The completion of this Project is critical to the economic competitiveness of Ramsey County, the Twin Cities, and Minnesota; and,

WHEREAS, The Ramsey County Regional Railroad Authority intends to seek qualified proposals to complete these services; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority is authorized to issue a Request for Proposals to complete engineering, modeling, financial planning and environmental analysis for the East Metro Rail Yards Improvement Project, in accordance with County Board policies and procedures, with direction to staff to return to the Ramsey County Regional Railroad Authority Board with a recommendation for selection of a consultant.





## **Ramsey County Regional Railroad Authority Request for Proposals ("RFP")**

**RFP #: RRA0000000935**

### **RFP Title: East Metro Rail Yards Improvement Project**

First Time Solicitation: Yes

Send response to:  
Ramsey County Procurement  
210 Court House  
15 West Kellogg Boulevard  
Saint Paul, MN 55102

**Procurement Specialist Name: Ms. Kyle Rahne**  
**Procurement Specialist Email: kyle.rahne@co.ramsey.mn.us**  
**Procurement Specialist Telephone: 651-266-8078**  
**Procurement Specialist Fax: 651-266-8070**

Responses must be received by 2:00 p.m. Central time on September 22, 2016.

#### **THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.**

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. Ramsey County Regional Railroad Authority has no obligation to place an order as a result of this inquiry.

#### **Solicitation Schedule**

Listed below are specific dates and times of actions related to this solicitation. Actions with specific dates and/or times must be completed as indicated unless changed by Ramsey County Regional Railroad Authority ("RCRRA"). With the exception of the anticipated contract start date, in the event that RCRRA or Ramsey County finds it necessary to change any of the specific dates and/or times in the schedule listed below, it will do so by issuing an addendum which will be posted to Onvia DemandStar.

RFP Released: August 17, 2016  
Pre Solicitation Response Conference: August 30, 2016  
Pre Solicitation Response Conference Location: RCRRA Office - Union Depot, 214 4th Street East, Suite 200, Saint Paul, MN 55101  
Contractor Questions Due: September 02, 2016  
Addendum with Answers to Questions Issued: September 08, 2016  
Solicitation Responses Due: September 22, 2016  
Solicitation Public Opening: September 22, 2016  
Notice of Interviews: Week of October 03, 2016  
Interviews: Week of October 10, 2016  
Notice of Intent to Award: October 14, 2016  
Anticipated Contract Start Date: November 08, 2016

#### **Solicitation Description**

Complete engineering, modeling, financial planning and environmental analysis for the East Metro Rail Yards Improvement Project.

### **Pre Solicitation Response Conference**

A non-mandatory pre solicitation response conference will be held at 10:00 AM Central time, on August 30, 2016 at RCRRA Office - Union Depot, 214 4th Street East, Suite 200, Saint Paul, MN 55101. The purpose of the conference is to discuss the work to be performed and allow Contractors to ask questions concerning the solicitation. Questions and answers will be transcribed and posted on Onvia DemandStar after the meeting in the form of an addendum. Individuals needing an interpreter or individuals with a disability needing accommodation should contact the Procurement Specialist identified above prior to the date set for the pre solicitation response conference so that a reasonable accommodation can be made.

## **1. Project Information**

### **1.1. Purpose**

Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA"), seeks a Consultant to complete engineering, modeling, financial planning and environmental analysis for the East Metro Rail Yards Improvement Project (the Project).

### **1.2. Background Information**

The Project will utilize the proposed improvements identified in the 2012 East Metro Rail Capacity and Engineering Improvements Study (East Metro Study). Additional information about the Project is provided in Attachment A to this RFP.

### **1.3. Scope of Services**

The Contractor shall complete all of the tasks identified in Attachment A to this RFP.

### **1.4. Multiple Contractors**

#### **1.4.1.**

RCRRA reserves the right to contract with one or more Contractors whose solicitation response meets or exceeds an average score of 75 % based on the evaluation criteria stated in this solicitation. Contracts executed as a result of this solicitation shall not exceed five (5) years.

### **1.5. Contract Term**

#### **1.5.1.**

The anticipated term of the resulting Agreement – original term and any renewal options -- shall begin on November 8, 2016 and shall not exceed 2 years.

### **1.6. Costs**

#### **1.6.1.**

The resulting contract fee shall be a maximum not to exceed, threshold and rates to be determined.

#### **1.6.2.**

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the work.

**1.6.3.**

The contractor is understood to have included in its response price any *applicable* State or Federal sales, excise or other tax on all materials, supplies and equipment that are to be utilized. Do not itemize tax separately.

**1.7. Subcontractors**

Subcontractors may be used to perform work under the resulting contract.

**1.8.**

**2. General Solicitation Standard Terms and Conditions**

**2.1. Solicitation Process**

RCRRA will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation. RCRRA expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all solicitation responses. RCRRA reserves the right to waive any minor irregularities in the solicitation process. All communications during the solicitation process shall be directed to the solicitation contact assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other RCRRA or Ramsey County employees or elected officials at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

**2.2. Solicitation Questions**

All questions concerning this solicitation shall be submitted in writing to the solicitation contact at the fax number or email address listed on the first page of this solicitation document.

**2.3. Pre Solicitation Response Conference**

The purpose of a pre solicitation response conference is to answer questions, clarify ambiguities and respond to general issues in order to establish a common basis for understanding all of the solicitation requirements. A written summary of the outcome of the conference shall be posted to Onvia DemandStar in the form of an addendum. Contractors shall rely only on the provisions of this solicitation document and any addenda in preparing a solicitation response.

**2.4. Solicitation Addenda**

Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

**2.5. Collusion**

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, RCRRA or Ramsey County employees or RCRRA or Ramsey County Board members. Evidence of such activity will result in rejection of the solicitation response.

**2.6. Solicitation Response Format and Content**

Contractors shall include the following forms and information in their solicitation responses. Responses should be a maximum of 30 pages, including attachments.

**2.6.1.**

Completed Solicitation Response Form, attached.

**2.6.2.**

Completed Contractor Information and Reference Form, attached.

**2.6.3.**

Description of the Contractor's cost.

**2.6.4.**

Description of the Contractor's overall approach or solution.

**2.6.5.**

Resumes of key Project participants, including prior projects of similar size and scope for which the participants played the same or a similar role as proposed for RCRRA's project.

**2.6.6.**

Breakdown of Project services by phases or tasks. For each phase or task listed, identify:

Key Project staff to be involved and their roles and responsibilities

Time commitment for each person, estimate of staff hours per person/job category, per task and estimated expenses

Timeline

Deliverables

RCRRA responsibilities, if different from the description contained in the solicitation

**2.6.7.**

A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, including the date, description of the claim, and the resolution of the claim. Proposers must provide a statement even if there have been no claims against the entities name in the response.

**2.6.8.**

Include a base work plan and fee for services in the proposal in response to the scope of services in Attachment A to this RFP. The base work plan should demonstrate an understanding of study needs and propose an efficient and effective study process, accounting for the inter-relationships among task elements.

Additionally, significant effort to engage the public so that they can inform the study process is required. The contractor shall describe, and include in their cost estimate, the specific activities, techniques, formats, materials production and number of meetings anticipated, as well as formal public meetings and notices. The number of meetings shall be sufficient to ensure an open, proactive public involvement process and facilitate consensus development.

**Suggested Modifications to Base Work Plan**

Include suggested modifications to base work plan. The contractor is encouraged to propose the addition, refinement, and/or elimination of tasks in response to the scope of services in Attachment A to this RFP. The contractor is encouraged to provide optional approaches and share opinions for improving the process. Suggestions or recommendations for schedule compression and streamlining of efforts are strongly encouraged. The addition, refinement and/or elimination of work tasks shall be presented in a separate section from the base work plan. This section shall include any implications to the assumed timeframe for the Project or fee implications.



**2.6.9.**

The proposal should include a contingency of no less than 10 percent (10%) of the total Project budget.

**2.6.10.**

Submission of a solicitation response constitutes agreement by the contractor that it has read and will comply with all provisions in this solicitation document, including the General Contract/Agreement Terms and Conditions, and any addenda issued, and not on oral statements.

**2.6.11.**

Solicitation responses shall be signed by a contractor representative authorized to bind the contractor.

**2.6.12.**

RCRRA reserves the right to accept or reject any and all solicitation responses received and waive any and all minor irregularities.

**2.7. Response Submission**

Contractors must submit one original and 10 copy (ies) of the solicitation response in writing and unbound. The original shall be submitted in a sealed envelope, with the RFP Title and Number on the outside to the mailing address listed on the first page of this solicitation document. The requested copies shall be packaged together, in a separate sealed envelope, with the RFP Title and Number on the outside to the mailing address listed above. Proposal responses must be received no later than 2:00 P.M., Central time, on September 22, 2016. Faxed, emailed, and oral solicitation responses will not be considered. The Contractor's name will be read at public opening.

**2.8.**

In addition, contractors shall include a complete copy of the solicitation response in the following electronic format(s):

A PDF version of your proposal on a jump drive or CD.

**2.9. Solicitation Response**

**2.9.1.**

Upon submission, a solicitation response becomes the property of RCRRA and will not be returned. RCRRA retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minn. Stat. §13.591 governing data practices.

**2.9.2.**

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

**2.10. Conditioning Solicitation Responses Upon Other Awards Not Acceptable**

Solicitation responses conditioned upon receiving award of both the particular contract being solicited and another RCRRA or Ramsey County contract shall be rejected.

## **2.11. Solicitation Response Mistakes**

### **2.11.1.**

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initialed by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to RCRRRA will prevail.

### **2.11.2.**

Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.

### **2.11.3.**

If the solicitation response includes a unit price calculation and the Contractor has made an error when calculating the extended price, the unit price shall be used for contract award.

## **2.12. Evaluation and Selection Process**

### **2.12.1. Creation of Evaluation Team**

RCRRRA shall create an Evaluation Team consisting of RCRRRA and Ramsey County employees, consultants, or community representatives who represent different backgrounds, experience, subject matter, and departments. After the submission date and time, contractors may have direct communications with Evaluation Team members, RCRRRA or Ramsey County employees, RCRRRA or Ramsey County elected officials, and RCRRRA or Ramsey County consultants only in response to a request from RCRRRA or Ramsey County. Violation of this provision shall disqualify the contractor from further consideration.

### **2.12.2.**

The Evaluation Team shall evaluate the written solicitation responses using the following Evaluation Criteria, with the identified maximum points values:

### **Evaluation Criteria and Maximum Points Value**

- 30 Contractor Qualifications (experience, training, technical and professional ability)
- 30 Key Personnel Qualifications (experience, training, technical and professional ability)
- 30 Project Understanding and Approach
- 10 Cost
- 100 Total Possible Points**

### **2.12.3.**

RCRRRA reserves the right to interview any or all proposers, or to require a demonstration or a site visit at its discretion. RCRRRA is not responsible for any costs incurred by the proposer in preparing for or participating in an interview, demonstration, or site visit.

### **2.12.4.**

If interviews are required, Contractors selected for interviews shall be given enough time to make necessary interview preparation and travel arrangements. All Contractors interviewed shall be given the same amount of time for the interview.

**2.12.5.**

RCRRA reserves the right to request any additional information at any stage of the solicitation process. Compliance shall be at the contractor's expense.

**2.13. Selection**

**2.13.1.**

RCRRA is not bound to accept the lowest cost.

**2.13.2.**

RCRRA reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of Contractors as RCRRA deems to be in its best interests.

**2.13.3.**

A written Notice of Intent to Award shall be sent to the contractor(s) who scored the highest in accordance with the evaluation criteria as stated in the solicitation document.

**2.14. Notice of Intent to Award**

The following must be submitted in response to a Notice of Intent to Award Letter within 10 business days:

**2.14.1.**

Taxpayer Identification Number and Certification, I.R.S. Form W-9

**2.14.2.**

PDF of Contractor's current status with the Minnesota Secretary of State's Certificate of Registration. **All Contractors, with the exception of Sole Proprietors, shall be properly registered with the State of Minnesota and submit proof of active registration prior to contract award.** Contractor's whose main office is not in the State of Minnesota must register with the State of Minnesota as a Foreign vendor and provide a PDF of your status with the Minnesota Secretary of State's Certificate of Registration.

**2.14.3.**

Certificate of Insurance (COI)

**2.15. Public Notice**

RCRRA and Ramsey County uses Onvia DemandStar "DemandStar" to release all competitive solicitations and associated addenda. Onvia offers contractors immediate and automatic notification of solicitation announcements, documents, results, and prior solicitation information 24 hours a day, 7 days a week. Subscription to DemandStar is free by following the DemandStar Registration Instructions. Contractors may contact DemandStar directly by calling 1-800-711-1712. Construction related solicitations shall be published in the County's official newspaper for three weeks. All other advertising or publishing requirements applicable to the purchase shall be published in the County's official newspaper for at least two weeks. Public notice of the solicitations shall include a reasonable time to allow for receipt of solicitation responses.

**2.16. Trade Secret Information**

**2.16.1. Trade Secret Information Caution**

Solicitation response data marked as, for example, "confidential" or "proprietary" or other similar designation, will not be considered by RCRRA to be Trade Secret Information

within the meaning of Minnesota Statutes Chapter 13 unless the data meet the criteria set forth in Section 13.37, subd. 1(b)

**2.16.2. No Contingency**

The solicitation response shall not be contingent on RCRRRA accepting the contractor's claim that certain data is Trade Secret Information within the meaning of Minnesota Statute Section 13.37, subd. 1(b)

**2.16.3. Trade Secret Information Review**

RCRRRA review of data identified as Trade Secret Information will not occur unless and until such time as an appropriate request for the data is made by a third party

**2.16.4. Notice of Request for Trade Secret Information**

At such time as an appropriate request for data identified in a response as Trade Secret Information is made, RCRRRA will provide the responder with notice of the request for the Trade Secret Information

**2.17. Only One Solicitation Response Received**

If only one solicitation response is received, an award may be made to the single Contractor if RCRRRA finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

**3. General Contract/Agreement Terms and Conditions**

**3.1. Contract Term and Schedule**

Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

**3.2. Payment**

**3.2.1.**

No payment will be made until the invoice has been approved by RCRRRA.

**3.2.2.**

Payment shall be based on a negotiated payment schedule.

**3.3. Application for Payments**

**3.3.1.**

The Contractor may not submit invoices more than once a month.

**3.3.2.**

Invoices for any goods or services not identified in this Agreement will be disallowed.

**3.3.3.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

**3.3.4.**

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by RCRRRA.

**3.3.5.**

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

**3.3.6.**

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

**3.3.7.**

Reimbursement of expenses will be made consistent with RCRRRA policies. RCRRRA will reimburse only the actual cost of out of pocket expenses incurred for completion of the project. If reimbursement for travel is permitted, all airfare will first be authorized by RCRRRA and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by the resulting contract will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

**3.4. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of RCRRRA.

**3.5. Successors, Subcontracting and Assignment**

**3.5.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to RCRRRA in respect to all covenants, contracts and obligations contained in this Agreement.

**3.5.2.**

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of RCRRRA and subject to such conditions and provisions as RCRRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.



### **3.6. Compliance With Legal Requirements**

#### **3.6.1.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

#### **3.6.2.**

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

### **3.7. Data Practices**

#### **3.7.1.**

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

#### **3.7.2.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which RCRRA or Ramsey County data is contained or which are used to access RCRRA or Ramsey County data in the course of providing services under this Agreement. Access to RCRRA and Ramsey County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all RCRRA and Ramsey County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give RCRRA and Ramsey County written verification that the data has been purged.

### **3.8. Security**

#### **3.8.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

#### **3.8.2.**

Contractors shall report to RCRRA and Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to RCRRA and Ramsey County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and

who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as RCRRA and Ramsey County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

**3.8.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

**3.8.4.**

RCRRA retains the right to inspect and review the Contractor's operations for potential risks to RCRRA and Ramsey County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

**3.8.5.**

All RCRRA and all Ramsey County data and intellectual property stored in the Contractor's system is the exclusive property of RCRRA and Ramsey County respectively.

**3.9. Indemnification**

The Contractor shall indemnify, hold harmless and defend RCRRA and Ramsey County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which RCRRA or Ramsey County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

**3.10. Contractor's Insurance**

**3.10.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

**3.10.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to RCRRA contracting department evidencing such coverage to RCRRA throughout the term of this Agreement.

**3.10.3.**

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

**3.10.3.1.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

**3.10.3.2.**

RCRRA and Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to operations of the Contractor, using ISO endorsement form CG 2026 or the equivalent.

**3.10.4.**

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

**3.10.4.1.**

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

**3.10.4.2.**

RCRRA, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of RCRRA.

**3.10.5.**

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

**3.10.6.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

**3.10.7.**

If the Contractor is driving on behalf of RCRRA as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

**3.10.8.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to RCRRA upon written request.

**3.10.9.**

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

**3.10.10.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to RCRRA.

**3.10.11.**

Except as set forth in this section, either the Contractor or its insurer shall provide RCRRA with prior notice of any lapse in the insurance required under this Agreement, including cancellation, non-renewal or material change in coverage. However, if Contractor is providing services to clients, customers, patients or inmates on behalf of RCRRA, Contractor shall notify its insurer that the County is requiring third party notice of mid-term cancellation per Minnesota Statutes Section 60A.36, Sub 2a, and Contractor's certificate of insurance shall indicate that its insurer will provide such notice.

**3.10.12.**

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

**3.10.13.**

A Crime and Fidelity Bond is required if the Contractor is handling money for RCRRA or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

**3.11. Audit**

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

**3.12. Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**RCRRA:** xxx

**Contractor:** xxx

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

**3.13. Non-Conforming Services**

The acceptance by RCRRA of any non-conforming goods/services under the terms of this Agreement or the foregoing by RCRRA of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of RCRRA's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of RCRRA provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

### **3.14. Setoff**

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

### **3.15. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RCRRA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

### **3.16. Respectful Workplace and Violence Prevention**

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

### **3.17. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

### **3.18. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of RCRRA Commissioners. RCRRA may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of RCRRA Commissioners. Upon receipt of the RCRRA's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to RCRRA.

### **3.19. Termination**

#### **3.19.1.**

RCRRA may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify RCRRA upon the commencement of such proceedings or other action.

#### **3.19.2.**

If the Contractor violates any material terms or conditions of this Agreement RCRRA may, without prejudice to any right or remedy, give the Contractor, and its surety, if any,



seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

**3.19.3.**

RCRRA may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

**3.20. Interpretation of Agreement; Venue**

**3.20.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

**3.20.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**3.21. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

**3.22. Infringement**

**3.22.1.**

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to RCRRA, defend, indemnify, and hold RCRRA, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the RCRRA's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. RCRRA will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

**3.22.2.**

If, as a result of any claim of infringement of rights, the Contractor or RCRRA is enjoined from using, marketing, or supporting any product or service provided under the agreement with RCRRA (or if the Contractor comes to believe such injunction is imminent), the Contractor shall either arrange for RCRRA to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to RCRRA, or propose an equivalent, subject to RCRRA approval. The acceptance of a proposed equivalent will be at the RCRRA's sole discretion. If no alternative is found acceptable to RCRRA acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any license

fees and any other costs paid by the RCRRA in conjunction with the license or use of the materials, reports, documents, data, or documentation.

### **3.23. Debarment and Suspension**

When RCRRA is using federal funds for a purchase of \$25,000 or over, the federal government prohibits RCRRA from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, Ramsey County has enacted Ordinance 2013-330 Ramsey County Debarment Ordinance that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

### **3.24. Diverse Workforce Inclusion**

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through [JobConnect@co.ramsey.mn.us](mailto:JobConnect@co.ramsey.mn.us) or call 651-779-5652.

### **3.25. Alteration**

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

### **3.26. Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between RCRRA and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.





## RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

### SOLICITATION RESPONSE FORM

**Solicitation Number: RRA0000000935**

**Solicitation Title: East Metro Rail Yards Improvement Project**

**The following shall be completed by the Contractor:**

Contractor Company Name:

Acknowledgement and Number of Solicitation Addenda Received:

**PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM**

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

**Max NTE Information (Edit Section to add Pricing Detail):**

**Price: \$** \_\_\_\_\_

**ACKNOWLEDGEMENT**

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

**COLLUSION**

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, RCRRA employees, Ramsey County employees or RCRRA or Ramsey County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: RRA0000000935

Solicitation Title: East Metro Rail Yards Improvement Project



## RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

### CONTRACTOR INFORMATION AND REFERENCE FORM

Ramsey County Regional Railroad Authority requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

#### Company Information:

1. Contractor Name (as on file with the MN Secretary of State's Office, if applicable):
2. Name of CEO or Company President:
3. FEIN / Contractor Tax ID Number:
4. Minnesota Business Licenses Filing Number:
5. Local Telephone Number:
6. Toll Free Telephone Number:
7. Fax Number:
8. Email Address:
9. Address:
10. City:
11. State:
12. Zip Code:
13. Is your company a Certified Small Business Enterprise ("CERT SBE")?
14. If yes, what is your CERT SBE#?

#### Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:

#### Contract Mailing Address (if different from Company Information):

1. Contact Name and Title:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. Zip Code:



**Reference Requirements:** Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Local Telephone Number:
- Toll Free Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date:



## RCRRA & RAMSEY COUNTY NO SOLICITATION RESPONSE FORM

**RCRRA and Ramsey County strive to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.**

- ☐ 1. We did not feel we could be competitive.
- ☐ 2. We do not furnish the supplies, equipment materials or services requested.
- ☐ 3. Insufficient time to respond.
- ☐ 4. We did not have sufficient staffing to complete the solicitation response.
- ☐ 5. Not interested.
- ☐ 6. Other (350 character limit):

Contractor Name (as on file with the MN Secretary of State's Office, if applicable):

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

# **EAST METRO RAIL YARDS IMPROVEMENT PROJECT**

**ST. PAUL, MN**

## **SCOPE OF SERVICES**

***(FINAL DRAFT)***

Issued by the



**RAMSEY COUNTY**  
**Regional Railroad Authority**

August 3, 2016

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# **1. PROJECT INFORMATION**

## **A. PROJECT DESCRIPTION**

Ramsey County Regional Railroad Authority (RCRRA) is soliciting proposals from qualified firms to complete engineering, modeling, financial planning and environmental analysis for rail capacity improvements to complete the East Metro Rail Yards Improvement Project (Project). The Project will utilize the proposed improvements identified in the 2012 East Metro Rail Capacity and Engineering Improvements Study (East Metro Study). The intent of the current Project is to complete the modeling, engineering, planning and environmental documentation needed to make these improvement projects shovel ready to enable RCRRA to seek funding for construction.

## **B. BUDGET AND SCHEDULE**

Local funding not to exceed \$1,000,000 is available to support the RCRRA planning effort. The RCRRA intends for the study to be complete twenty-four (24) months from the date of contract award.

## **C. PROJECT BACKGROUND**

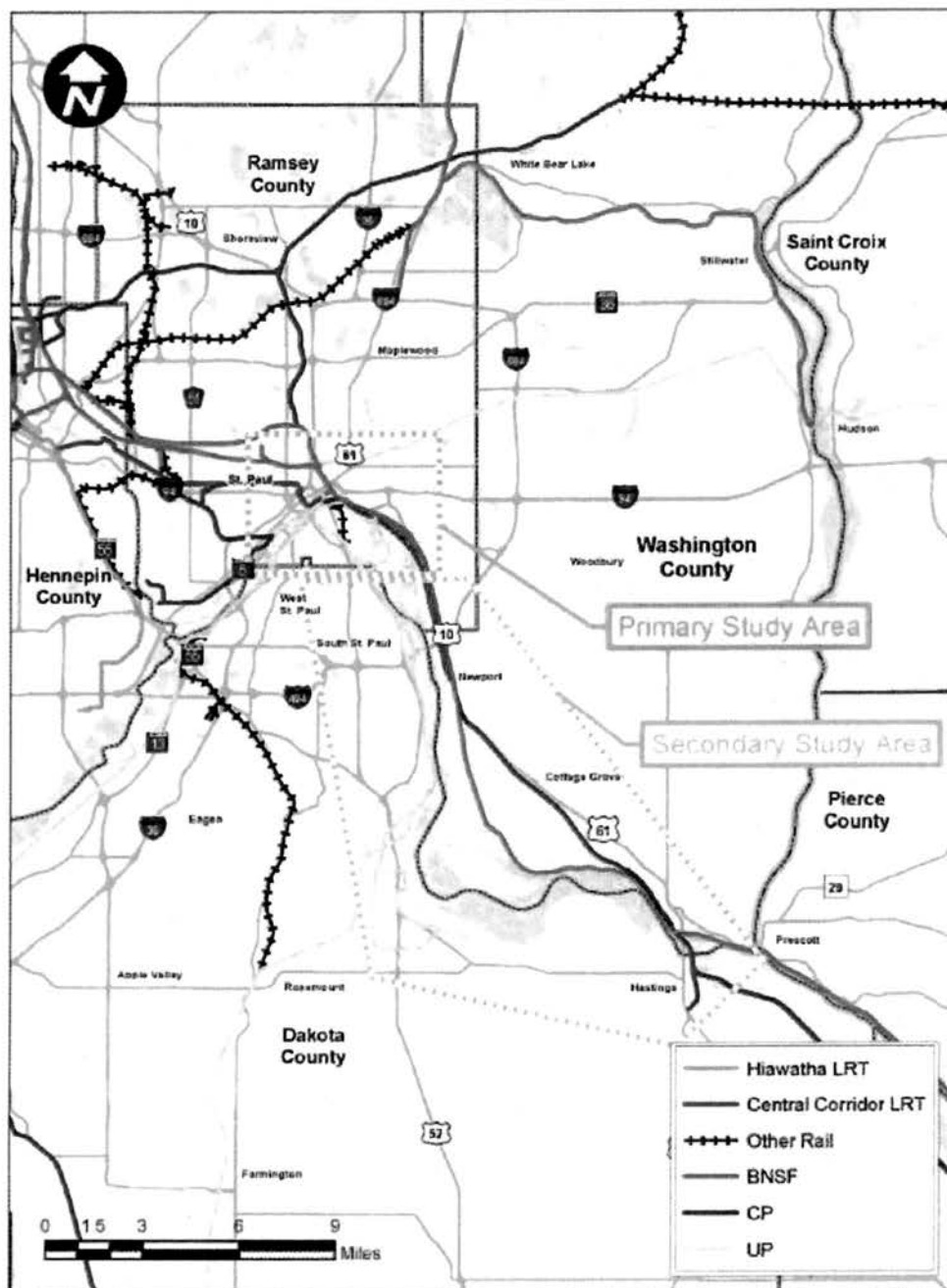
The RCRRA and stakeholder railroads recognize current and future rail capacity constraints will affect long-term plans for freight growth and future passenger rail connections to Union Depot. The 2012 East Metro Study identified rail capacity improvements to the freight rail network owned by BNSF Railway, Canadian Pacific Railway, Union Pacific Railroad and the Ramsey County Regional Railroad Authority. The study identified and prioritized improvements to the rail network within a Primary Study Area centered around Union Depot in St Paul and a Secondary Study Area to Hastings in order to capture additional potential improvements that could increase freight rail capacity within the Primary Study area (shown in Figures 1 and 2 below). The rail network identified for analysis accommodates five percent (5%) of the nation's freight rail volume. These trains are impacted by multiple bottlenecks. Conceptual engineering was conducted to determine constructability of the proposed infrastructure improvements and to support cost estimates. Three groups of improvement options were developed in the East Metro Study. Based on those findings, RCRRA has determined to prioritize the improvements identified in Option 1.5 - Northern Upgrades (as shown on Page 57 of the East Metro Study) for further work in this Project. The proposed improvements in Option 1.5 would provide capacity to accommodate 36% growth in freight traffic, existing passenger rail traffic, and lay the groundwork for proposed increases in passenger rail service.

This East Metro Rail Yards Improvement Project will include confirmation of the identified improvements in Option 1.5 in an area that extends from Union Depot southeast to approximately I-494. Subdivisions included are the Division St. Wye, Hoffman Interlocking and multiple rail yards owned by BNSF Railway, Canadian Pacific Railway and Union Pacific Railroad. This confirmation will be done to ensure that the proposed improvements still address the capacity concerns identified in the East Metro Study. The study will also take into account additional capacity concerns stemming from the significant growth in freight rail traffic and reduction in anticipated passenger rail traffic (commuter rail is no longer being considered) since the study's completion. Once the scope of the project is reaffirmed, the capacity improvements will be advanced into more detailed engineering and environmental analysis.

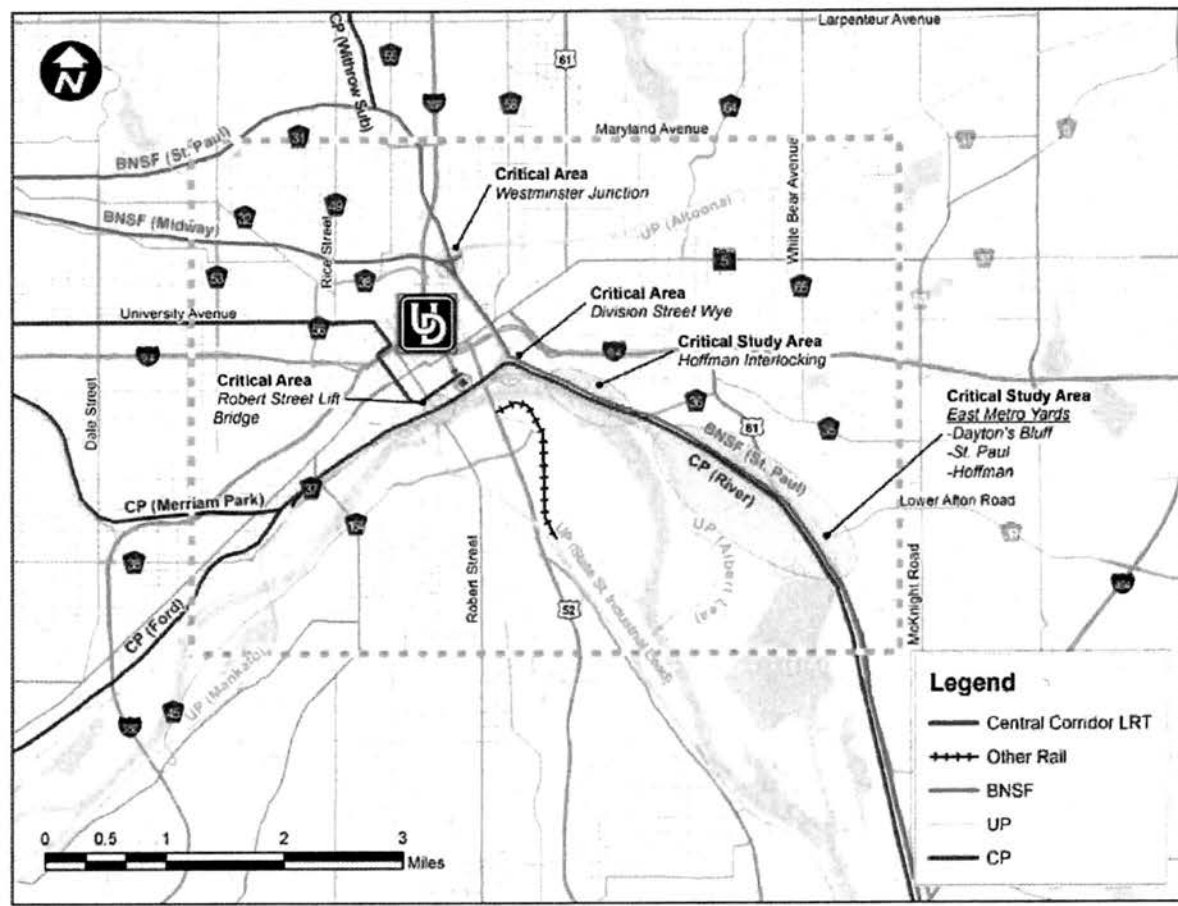


In addition to capacity modeling, improvement identification and engineering, the Project will include preparation of the appropriate level of environmental documentation in order to comply with the National Environmental Policy Act (NEPA), the Minnesota Environmental Policy Act (MEPA) and Federal Rail Administration (FRA) environmental requirements. Completion of the Project will include significant emphasis on public and stakeholder involvement to ensure community support and to meet public involvement goals.

Figure 1: East Metro Rail Corridor Study Area



**Figure 2: East Metro Rail Corridor Primary Study Area and Critical Areas**



## **2. SCOPE OF SERVICES**

### **A. GENERAL**

The following section outlines tasks, key responsibilities, and key deliverables to be included in the Project.

#### **STUDY AND GOVERNANCE STRUCTURE**

The Project contract will be administered by the Ramsey County Regional Railroad Authority (RCRRA). The consultant will report to the RCRRA Project Manager and coordinate with established project committees and groups as appropriate.

### **B. KEY WORK TASK ELEMENTS**

The Project will include the following tasks to make rail capacity improvements within the vicinity of the East Metro Rail Yards Improvement Project shovel ready.

- Engineering
- Modeling
- Financial planning
- Public Benefit Analysis
- Environmental analysis
- Environmental Permits and Approvals
- Memorandum of Understanding Framework

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### **2.B.1 PREVIOUS AND WORK IN-PROGRESS TRANSPORTATION PLANNING INITIATIVES**

Prior to commencing work, a compilation, summary, and analysis of relevant previous and work in-progress is required. RCRRA staff can assist in the collection of these studies for distribution to the selected consultant if needed. Previous and work in-progress transportation planning initiatives relating to the corridor include, but may not be limited to; the following (see Appendix A for more details about each of these studies):

- **TWIN CITIES TO MILWAUKEE TIER I EIS, ONGOING:**
- **RED ROCK CORRIDOR IMPLEMENTATION PLAN, ONGOING:**
- **RUSH LINE CORRIDOR PRE-PROJECT DEVELOPMENT STUDY, ONGOING**
- **RIVERVIEW CORRIDOR PRE-PROJECT DEVELOPMENT STUDY, ONGOING:**
- **MINNESOTA STATEWIDE RAIL PLAN, 2015:**
- **TWIN CITIES TO CHICAGO SECOND FREQUENCY STUDY, 2015**
- **EAST METRO RAIL CONTINUITY PROJECT TIGER APPLICATION, 2014**
- **RED ROCK CORRIDOR ALTERNATIVES ANALYSIS UPDATE, 2013:**
- **EAST METRO RAIL YARDS FLUIDITY PROJECT TIGER APPLICATION, 2013**
- **GREAT RIVER PASSAGE MASTER PLAN, 2013:**
- **EAST METRO RAIL CAPACITY AND ENGINEERING IMPROVEMENTS STUDY, 2012:**

The selected consultant will be assisted by the RCRRA in compiling all relevant information that has been gathered and analyzed to date. The consultant is responsible for understanding and incorporating the previously completed studies to avoid duplication and effectively utilize current Project resources. Past plans and studies should not only be viewed as a source of information, but also as a source of community input.

In addition, the consultant will review any updates to transportation and land use plans from the Cities and Counties within the Project Area since the East Metro Study was completed. This should include review of existing and projected future conditions for land use, transportation system and planned/programmed study area transportation infrastructure improvements to assess their impact on the freight rail network under analysis as part of the Project.

The consultant will document key findings of previously completed work, complete an assessment of relevant materials to the Project and document the work in a technical memorandum.

#### **Agency Responsibilities:**

- Assist consultant with obtaining previous studies relevant to the Project.

#### **CONSULTANT DELIVERABLES:**

- Technical memorandum summarizing relevant materials provided, highlighting key information relevant to the development of the capacity improvements and identifying key challenges and synergistic opportunities.

## **2.B.2 PROJECT MANAGEMENT AND COORDINATION**

The Ramsey County Regional Railroad Authority (RCRRA) will manage the Project. The RCRRA project manager is to be consulted with and will give approval prior to the consultant performing study tasks. In addition to consulting with RCRRA project management staff, the consultant is expected to meet with the following groups:

### **Project Management Team (PMT)**

The PMT will be the first group of staff engaged to guide the study and facilitate small working group coordination. The consultant will utilize the PMT to identify potentially contentious study issues prior to forming working groups or bringing the issues to the Technical Advisory Committee. The PMT will include the RCRRA project manager, consultant team, and key staff from the Minnesota Department of Transportation.

### **Stakeholder Advisory Group (SAG)**

The SAG will be made up of key partnering agency representatives in addition to the RCRRA project manager and the consultant team. The SAG will provide technical input on study work efforts through a series of workshops scheduled approximately every three (3) months throughout the twenty-four (24) month study. The consultant project manager and key project staff are expected to participate in the workshops. The anticipated membership of the SAG is identified in **Figure 2**.

**Figure 2: Anticipated SAG Membership**

|                                               |                                               |
|-----------------------------------------------|-----------------------------------------------|
| Ramsey County Regional Railroad Authority     | National Park Service                         |
| Ramsey County - Public Works/Parks            | St. Paul Area Chamber of Commerce             |
| Washington County Regional Railroad Authority | Metropolitan Council                          |
| Dakota County Regional Railroad Authority     | Minnesota DNR                                 |
| City of St. Paul                              | Canadian Pacific Railway                      |
| City of Maplewood                             | BNSF Railway                                  |
| City of Newport                               | Union Pacific Railroad                        |
| City of St. Paul Park                         | Amtrak                                        |
| City of Cottage Grove                         | Twin Cities and Western Railroad              |
| Denmark Township                              | MnDOT                                         |
| City of Hastings                              | Federal Railroad Administration               |
| Minnesota Historical Society                  | St. Paul District Councils #1, #3, #4 and #17 |

Additionally, the consultant and RCRRA may form additional working groups to address details of specific, challenging technical issues along the various segments of the corridor. These groups will be developed and meet as needed until the issue is resolved. The consultant will facilitate these groups as well as assist with their formation.



### **2.B.2.1 RAILROAD COORDINATION**

Railroad Coordination is a key component of the Project. With effective railroad participation, it is possible to complete the project faster, more economically, and with more buy-in from the primary property/infrastructure owners. A Railroad Working Group (RWG) will be formed to engage/coordinate directly with the railroads. The Consultant will develop a plan with railroad input for how to best structure the RWG to be most effective. Railroads within the study area include:

|                          |                                                                  |
|--------------------------|------------------------------------------------------------------|
| Amtrak                   | BNSF Railway                                                     |
| Canadian Pacific Railway | Twin Cities and Western Railroad                                 |
| Union Pacific Railroad   | Union Depot Railroad (Ramsey County Regional Railroad Authority) |

### **2.B.2.2 AGENCY COORDINATION**

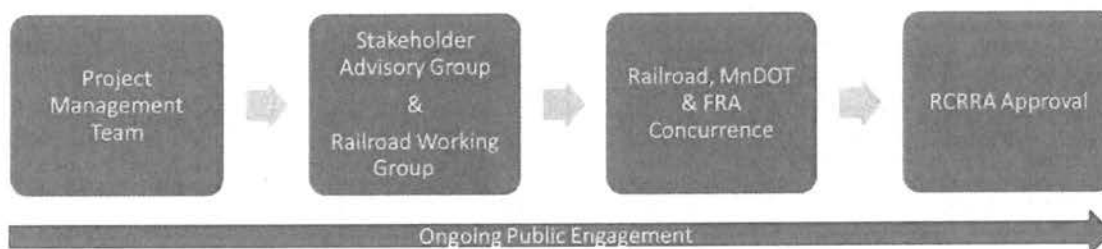
In addition to the railroads identified above, specific agency coordination is needed with the Minnesota Department of Transportation. The Federal Railroad Administration will also need to be engaged early on in the design of the Project and will ultimately be involved in the review and approval process for the Project. Other federal, state and local agencies may need to be coordinated with as well.

While the RCRRA retains responsibility for overall coordination and contact with its partner agencies including but not limited to jurisdictions, local interest groups, transit providers, freight railroads, etc., it recognizes that the consultant will require information from these agencies to properly complete tasks in this scope of services. All coordination with the partnering agencies, requests for information from the agencies and contact with the agencies will be done with the full knowledge and active participation of the RCRRA.

#### Decision-Making Process

**Figure 3** identifies the anticipated decision making structure for the East Metro EA Study. The RCRRA Board of Commissioners will provide project oversight and approval as the lead public agency for this phase of the Project.

**Figure 3: Anticipated Decision Making Process**



**2.B.2.4 QUALITY MANAGEMENT PLAN**

To ensure that the Project is properly managed, the consultant should prepare a quality management plan that accommodates activities of this proposal including engineering, modeling, financial planning and environmental documentation. Documentation should be provided in original software format (i.e. Microsoft Word, Excel, etc.) for future use by responsible agencies as well as in web compatible formats for access by the public as needed.

The quality plan should provide a process by which key stakeholder group review, consensus and/or approval activities are tracked and documented. Elements accounted for in this plan should include the consultant internal review process of key deliverables as well as the review process for key stakeholder groups. Key stakeholder groups include the RCRRRA, PMT, Railroads and SAG.

The quality plan should include a formal framework by which technical documentation and engineering plans are properly reviewed to ensure that the appropriate methodologies and standards are applied and the results of technical work are of the type and quality needed for their intended use.

This quality management plan should be integrated into the study schedule.

**AGENCY RESPONSIBILITIES:**

- Timely review and approval of key study deliverables
- Overall coordination and communication with partner agencies

**CONSULTANT DELIVERABLES:**

- Quality Management Plan in original software (Microsoft Word, Excel, etc.) that addresses quality assurance/control of deliverables including modeling results, engineering plans and technical documents, document control/archiving, progress reports, tracking of milestones and deliverables, and the input cycle of stakeholders as well as how the study schedule will be maintained.
- Meeting preparation and attendance including agendas, information packets, presentation exhibits presentations (e.g. PowerPoint) and meeting minutes for all PMT, SAG, RWG, other working groups and RCRRRA project manager meetings in hard copy and electronic formats.

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## **2.B.3 COMMUNICATION AND PUBLIC ENGAGEMENT**

Communication and Public Engagement are important components of the Project. Effective communication and engagement is essential for good decision-making and makes a lasting contribution to the region's transportation system and quality of life.

### **2.B.3.1 COMMUNICATION AND PUBLIC ENGAGEMENT PLAN**

The fundamental objective of the Communication and Public Engagement Plan (CPEP) will be to develop strategies that ensure public engagement goals are met. The consultant will prepare a Communication and Public Engagement Plan for the project that provides for early and continuous community engagement; access to study maps, contacts and technical information; collaborative input on alternatives and evaluation criteria; and, open access to the decision-making process. Additionally, the program must actively identify and engage communities not traditionally involved in transportation decision making.

Additionally, the CPEP developed by the consultant with input from the RCRRA should:

- Define the public engagement goals for the Project.
- Identify stakeholder groups.
- Identify communication and engagement techniques and frequency of communication and engagement. These techniques may include: open houses, print material, e-newsletters, social media, neighborhood meetings, business roundtables, and web-based engagement.
- Identify photo and video content to visually support the written messages. Opportunities include existing photographs; new, professional-quality images; and potentially drone imagery.
- Identify methods for project partners to assist with promotion of project and engagement opportunities.
- Establish methods to ensure documentation of community input and project team response throughout the process.
- Identify languages spoken within the project area and define how English language learners will be actively engaged.
- Follow brand standards for the project and Ramsey County.

### **2.B.3.2 SOCIAL MEDIA, WEBSITE SUPPORT AND WEB-BASED ENGAGEMENT**

The consultant will provide a basic plan and calendar for social media. The plan will identify partners for promotion of social media content. RCRRA Facebook and Twitter accounts will be the primary vehicles for social media engagement. The consultant will provide content and digital images and RCRRA will post.

The consultant will develop content for the website. Content for the web shall be delivered in MS Word or by email with no formatting. Content will be: web ready, ADA compliant and written in AP style with plain language. Web-based attachments will be ADA compliant. Digital images including maps and photos shall be provided in either original format or in size and resolution requested by RCRRA. The website will be maintained by RCRRA staff under the [ramseycounty.us](http://ramseycounty.us) domain. A vanity URL may be used for the project, subject to approval by RCRRA.

The consultant will develop a plan and calendar for web-based engagement. This type of engagement may include e-newsletters, GIS-based maps, on-line surveys and other on-line feedback loops. GovDelivery will be the tool for e-newsletters and community email. The consultant will develop content and provide digital images as described above for use in web-based engagement. The consultant is responsible for generating the initial stakeholder email list.

#### **2.B.4.4 COMMUNITY MEETINGS AND OPEN HOUSES**

The number of meetings shall be sufficient to ensure an open, proactive public involvement process and facilitate consensus development. The consultant will plan and provide staff resources for two rounds of public open house meetings at up to two different locations within the project area to inform attendees about the project. In addition to open houses, meetings with district councils in St. Paul, other neighborhood groups and business groups will be important to host or attend. The consultant will be responsible for coordination with the Regional Railroad Authority regarding meeting materials and attendance for the additional meetings. It is not anticipated that the consultant will attend every meeting; however, the consultant should anticipate attendance at a limited number of additional meetings for each series of public open houses.

The consultant should anticipate needs for additional meetings or public hearings required as part of the National Environmental Policy Act (NEPA) or Minnesota Environmental Policy Act (MEPA) associated with the selected environmental course of action.

The consultant will develop and implement a plan for meeting notification, including a news release for distribution by the Regional Railroad Authority. The consultant will also prepare print and electronic versions of agendas, information packets, presentation exhibits, electronic presentations, and minutes for all PMT, TAC, public meetings and staff meetings. Additional consultant responsibilities include but are not limited to creation of presentation and display materials, take home materials and way-finding signage for meetings.

#### **2.B.4.5 COMMUNITY MILESTONE NOTIFICATION**

The consultant is responsible for, in consultation with the Regional Railroad Authority, developing and implementing a "community milestone notification" plan for the project. The PEP may include e-blasts via email, press releases, website notification, Facebook posts, postcards, and working with community organizations to notify the public of upcoming open houses, study decision points, and/or other items as necessary.

#### **AGENCY RESPONSIBILITIES:**

- Public Open House meeting facilities
- Website maintenance
- Social media distribution
- News release distribution
- E-newsletter distribution
- Communication and public engagement collaboration with consultant
- Timely review of plans, calendars, content, imagery and other items

#### **CONSULTANT DELIVERABLES:**

- Communication and Public Engagement Plan
- Stakeholder distribution list(s)
- Digital imagery
- Social media plan
- Content for all electronic and print materials
- Graphic design for electronic and print materials
- Adherence to brand
- Meeting preparation including agendas, information packets, presentation exhibits, electronic presentations (e.g.; PowerPoint) and meeting minutes for all PMT, SAG, RWG, public meetings, and staff meetings.

- Support materials for open house and community meetings including but not limited to presentation and display materials, take home materials and way-finding signage.
- Consultant project manager and consultant team attendance at open house and select community meetings
- Community Milestone Notification Plan
- Website content development (AP style, plain language, no formatting)
- On-going website content review and updating
- Spreadsheet tracking public comments, project team responses, and how the comment influenced study decision-making.
- Arrange for translation services and provide translation of written materials, as appropriate.
- On-time delivery of products
- Hold public meetings in compliance with the requirements of the National Environmental Policy Act (NEPA) and the Minnesota Environmental Policy Act (MEPA).

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## **2.B.5 CAPACITY IMPROVEMENT ANALYSIS**

The consultant will confirm the continued applicability of all of the identified improvements from the East Metro Study to the current freight and passenger conditions as well as forecast growth and proposed passenger service in the corridor. The consultant team will coordinate with stakeholders to determine whether improvements from the East Metro Study have been implemented or are included in stakeholders' near term capital improvement plans, and which improvements have not been advanced from the East Metro Study. Improvements within the Project area that have not been implemented or are not part of a near term capital improvement plan shall be advanced through the environmental process as part of the Project.

In addition to coordination with stakeholders, this review will include significant coordination with the impacted freight railroads. The consultant will provide recommendations for how to reanalyze the assumptions and findings based upon current conditions and identify areas where proposed capacity improvements may need to be reevaluated. These recommendations will be presented to the PMT and stakeholder railroads for comment/consent prior to the confirmation taking place. Following the review, the consultant will confirm the initial findings with the PMT and stakeholder railroads before proceeding to next steps in the Project.

### **2.B.5.1 CONFIRMATION OF EAST METRO STUDY CAPACITY IMPROVEMENTS**

The consultant will confirm the identified improvements within the vicinity of Union Depot to I-494 including Division St. Wye, Hoffman Interlocking and multiple freight rail yards owned by BNSF Railway, Canadian Pacific Railway and Union Pacific Railroad. The table below identifies the projects proposed as Option 1.5 from the East Metro Study. Although all projects from the East Metro Study are included in this list, several have already been eliminated for further study because they will be funded separately or are no longer required. This Project should evaluate and consider all remaining activities for further study. These improvements include:

|   |                                                               |
|---|---------------------------------------------------------------|
| A | Proposed Passenger Mainline                                   |
| B | Proposed Passenger Track Flyover (May no longer be necessary) |
| C | Upgrade of all Mainline Switches                              |
| D | Proposed BNSF "Duck Under" Track (May no longer be necessary) |
| E | Proposed CP "Duck Under" Track (May no longer be necessary)   |
| F | Proposed UPRR Second Mainline                                 |
| G | Proposed UP/CP Loop Interchange                               |
| H | Proposed BNSF Dayton's Bluff Yard Shift                       |
| I | Proposed CP St. Paul Yard Additional Departure Track          |
| J | Proposed BNSF Dayton's Bluff Yard Lead Extension              |
| K | Relocated BNSF Auto Facility Tail Track                       |
| L | Proposed Lower Afton Station (No longer necessary)            |
| M | Hoffman Interlocking Upgrade                                  |
| N | Proposed CP Auto Facility Siding                              |
| O | Proposed UP Second Mainline Extension                         |

### **2.B.5.2 GEOGRAPHIC LIMITS**

Geographical limits of the study area are generally assumed to be the Union Depot southeast to I-494. This study area, impacts portions of the following subdivisions.

- BNSF
  - St. Paul
  - Midway
  - St. Croix

- Canadian Pacific
  - River
  - Merriam Park
- Union Pacific
  - Albert Lea
  - Mankato
  - Altoona
- Union Depot Railroad
  - All Terminal Track

The potential improvements identified in 2.5.B.1 are within the primary study area as identified in Figure 1 and 2.

#### **2.B.5.3 FREIGHT RAIL**

The consultant will coordinate with the freight railroads (BNSF, Canadian Pacific, Union Pacific and Twin Cities and Western) to request most recent statistics related to their freight rail operations in the corridor. In consultation with the railroads, the consultant will determine appropriate growth factors for use in Task 2. B.6.

#### **2.B.5.4 PASSENGER RAIL**

All passenger trains are assumed to operate at a maximum speed of 79 mph in the project area to maximize the joint use potential of the capacity improvements. Passenger rail projects assumed to be part of the East Metro EA Study include:

- Amtrak Empire Builder (#7 and #8)
- Proposed Twin Cities to Chicago Second Frequency
- Proposed Twin Cities to Chicago High-Speed Rail

Consideration should be given to the following proposed projects, which may be implemented further into the future, but would likely require capacity improvements beyond those needed to implement the passenger rail projects identified above.

- Proposed Minnesota State Rail Plan Service between the Twin Cities and Eau Claire and the Twin Cities and Mankato
- Proposed Northern Lights Express from Target Field Station (Minneapolis) to Union Depot

#### **2.B.5.5 OPERATING PLAN**

The Project will utilize the operating plans for existing and future freight rail provided by the freight railroads and the operating plans for the existing and proposed passenger rail provided by Amtrak and MnDOT.

#### **CONSULTANT DELIVERABLES:**

- Technical Memorandum documenting the review of the East Metro Rail Study improvements, additional capacity improvements, the existing and proposed freight and passenger rail service and operating plans. The memo will confirm which improvements will be undertaken as part of the Project and why other improvements may no longer be necessary.

## **2.B.6 CAPACITY MODELING AND IMPROVEMENT IDENTIFICATION**

The consultant will coordinate with stakeholders to perform capacity modeling to confirm assumptions for freight and passenger rail growth and model potential rail improvements identified in 2.B.5. Model forecasting will be completed via Rail Traffic Controller (RTC) modeling. If modeling in addition to RTC is proposed, then the consultant will need to identify how it will be integrated with the RTC outputs. The compatibility of these elements will have a direct correlation with the quality and usefulness of key evaluation measures.

### **2.B.6.1 Rail Traffic Controller (RTC) Modeling:**

The consultant will create full Rail Traffic Controller (RTC) dispatching models, or utilize models created for MnDOT for the Twin Cities to Milwaukee High Speed Rail Corridor, to test various track infrastructure and train schedule variation between Union Depot and Hastings/Rosemount/St. Croix River. These models will utilize the following model runs.

1. Base Case. A base case of existing infrastructure and assenter and freight train schedules will be constructed (base year to be determined in consultation with freight railroads and FRA).
2. Base Case + Freight Growth projected for 20 years (or at an amount agreed two by the freight railroads) after the implementation date.
3. Base Case + Proposed Passenger Train Service (2<sup>nd</sup> Frequency, HSR to Chicago), no infrastructure added.
4. Potential Passenger + Freight Growth, infrastructure added.
5. Potential Passenger + Freight Growth, Randomized.
6. Potential Passenger + Freight Growth, Randomized, Maintenance outages.
7. Potential Passenger (All Services) + Freight Growth, Randomized and Maintenance outages.

### **2.B.6.2 Data Collection**

The Consultant modeling team will coordinate with RCRRA, MnDOT, host railroads (BNSF, Canadian Pacific, Union Pacific, Twin Cities and Western and Union Depot Railroad) and other key stakeholders to obtain the following data necessary to construct the model. The documents include:

- Track Charts or equivalent, including elevation data and signal location data as available.
- Wayside signal line diagrams.
- Employee timetables and applicable general orders.
- Transportation Service Plan, including the following information:
  - Current train schedules for passenger trains (including for proposed passenger service)
  - Train IDs and train consists including locomotive types
  - List of current and proposed crew change locations
  - List of current and anticipated rail-served customers (as applicable)
  - List of current and proposed train inspection location and fueling locations
- List of at-grade highway/rail crossings information with AAR/DOT number and existing warning devices.
- Operations Simulation Modeling kickoff meeting:
  - The Consultant will participate in an Operations Simulation Modeling kickoff meeting in St. Paul with RCRRA, MnDOT, Host Railroads, FRA, and other key stakeholders to discuss and finalize the methodology to be used in the RTC modeling.
- Familiarization Trip:

- The Consultant will participate in a hy-rail and/or road inspection trip of the Union Depot to Hastings/Rosemont/St. Croix River corridor. Due to the volume of traffic on the rail lines, it is unlikely that a hy-rail trip will be allowed on the majority of the track in the study area. As part of this trip, meetings will be scheduled with local representatives of the host railroads to facilitate a greater understanding of local railroad operations.

#### **2.B.6.2 Train Performance Calculation (TPC) Runs and Schedule Development**

The consultant will work with MnDOT to acquire the most up-to-date Train Performance Calculation Runs and schedules developed as part of MnDOT's ongoing work related to the Twin Cities to Milwaukee Tier 1 Project.

#### **2.B.6.4 Dispatch Model**

The consultant will work with MnDOT to acquire the most up-to-date Dispatch Model information developed as part of MnDOT's ongoing work related to the Twin Cities to Milwaukee Tier 1 Project.

#### **2.B.6.5 RTC Modeling Runs (RTC Base Case, RTC Freight and Passenger Growth Rate Scenarios)**

##### **RTC Base Case**

The Consultant will develop a Base Case and Freight and Passenger Growth Rate dispatch models that will include the following:

- Horizontal and vertical track characteristics.
- Permanent speed restrictions developed from timetables and track charts and from initial conceptual infrastructure schematics developed by the Consultant.
- Station stops and planned work events for freight and passenger trains.
- Wayside signal locations and types developed from any data supplied by host railroads supplemented by field observations as necessary.
- Current passenger and freight train schedules and operating procedures.
- A 28-day period will be modeled for this and all other model cases, with a 2-day warm-up and 1-day cool down in addition to the 28 days.
- Calibration of the RTC model with the railroads' schedule data provided by host railroads. Calibration will include:
  - Train travel times and speeds along segments between control points
  - Meet and pass locations
  - Work events, crew changes, inspections, and refueling stops
  - Yard entry and exit
  - Train delay
  - On time performance index
  - Fuel Consumption
- Project increase in freight business from a base year to 20 years post-implementation of the convention service or to a point in time where a certain percentage growth is reached, as approved by RCRRA, freight railroads, MnDOT and FRA.
- Proposed second frequency passenger rail service to Chicago.
- Proposed high speed rail passenger rail service to Chicago.
- Any planned or anticipated infrastructure improvement by the host railroads to support their anticipated growth in business.

- Any planned infrastructure changes for Union Depot.
- Any planned or anticipated changes in train length, horsepower per ton, maximum speed, work events, or on-time performance as forecast by the host railroads.

#### **RTC Base Case Plus Passenger**

The Consultant will develop a base case plus passenger dispatch model that will include the following:

- Infrastructure as developed from the RTC Base Case Scenario.
- Existing passenger rail train schedules.
- Station tracks at Union Depot in St. Paul.
- Equipment moves to and from a hypothetical layover facility.

The Consultant will run the dispatch model with existing freight, passenger and the proposed passenger schedule and record train performance metrics for all train classes. This task will document the capability of the current infrastructure to accommodate additional proposed passenger trains. This task is an internal check with no separate deliverables. The results of this task (stringlines, metrics, dispatch model, and AVI recordings) will be incorporated into Task's deliverable.

The consultant should assume that the RTC model will be shared with host railroads and that they will provide comments/suggested modifications to it. Passenger service to be included shall be limited to Amtrak Empire Builder, Amtrak 2<sup>nd</sup> Frequency for High Speed Rail to Chicago. None of the passenger service shall be assumed to operate at speeds in excess of 79 mph. Additionally, the consultant will model trains into and out of Union Depot with the existing Empire Builder schedule in mind.

The Consultant should assume significant coordination with host railroads in developing the RTC model.

#### **RTC Freight Growth Plus Passenger and Potential Passenger Scenarios**

The Consultant will develop a Freight Growth plus Passenger and Potential Passenger Model that will include the following:

- Passenger-train required infrastructure as developed from the RTC Base Case Plus Passenger Scenario.
- Freight train files and operational characteristics as developed from the RTC Base Case Plus Freight and Passenger Growth Scenario.
- Proposed passenger rail train schedules consistent with passenger rail service proposed in the Minnesota State Rail Plan and with the Rush Line Corridor Pre-Project Development Study and the Riverview Corridor Pre-Project Development Study.
- The Consultant will add infrastructure as necessary until:
  - Freight train delay hours, velocity, on time performance and fuel consumption match the same output metrics from the RTC Base Case Plus Freight Growth Scenario.
  - Passenger trains have on time performance equal to or exceeding the 92% OTP goal mutually agreed to by MnDOT and Amtrak.

#### **RTC Freight Growth plus Passenger and Freight Randomized, Maintenance Outage Scenarios**

The Consultant will develop a Freight Growth plus Existing and Potential Passenger Randomized Model that will incorporate randomization of freight and passenger trains into the Freight Growth and Potential Passenger Rail Scenario developed in Task 6.3. This task will include:



- Operational variability will be incorporated in the case described above by randomization of trains as follows:
  - Freight Trains will be randomly seeded for entry into the modeled territory at any time within a plus/minus 8 hours of scheduled entry time for all freight trains, subject to discussion with host railroads. In addition, freight train length, tonnage and horsepower/ton ratio will be varied based on information provided by host railroads.
  - Passenger trains will be randomly seeded for entry into the modeled territory at any time within a plus/minus .5 hour of scheduled entry time (randomization may need to be more or less, depending upon the request of Amtrak and the FRA). In addition, randomization may consist of intermediate station delays, based on input from Amtrak.

In addition, one case will incorporate maintenance-of-way outages. A maintenance-of-way outage of eight hours duration from 7 a.m. to 3 p.m. for on main track between two adjacent control points will be incorporated. The location of this outage will be selected by observing choke points within the Freight Growth Plus Potential Passenger Rail Scenario and choosing the location where maximum congestion occurs.

The consultant will add infrastructure as necessary until:

- Freight train delay hours, velocity, on time performance and fuel consumption match the same output metrics from the RTC Base Case Plus Freight Growth Scenario.
- Passenger trains have on time performance equal to or exceeding the 92% On Time Performance goal mutually agreed to by MnDOT and Amtrak.

Two different scenarios will be modeled, one for train schedule randomization and one for randomization of maintenance of way outages, for two models total in this task.

#### **AGENCY RESPONSIBILITIES:**

- Train Performance Calculation and Schedule Development from the Twin Cities to Milwaukee Tier 1 EIS, which is currently underdevelopment.
- Dispatch Model from the Twin Cities to Milwaukee Tier 1 EIS.

#### **CONSULTANT DELIVERABLES:**

- RTC Modeling for the proposed improvements from Task 2.B.5 to confirm their ability to provide sufficient capacity for freight and passenger growth.
- RTC model approval/concurrence by BNSF, Canadian Pacific and Union Pacific.
- Technical Memorandum documenting the RTC modeling process including:
  - Methodology, assumptions, results and recommendations.
  - TPC Runs
  - Initial and Final Schedules
  - Information received in meetings and field trips and how it was incorporated
  - Stringlines for all cases
  - Schematic of the proposed infrastructure including signal locations and aspects
  - RTC Network Dispatch Models for all cases
  - AVI file recording of all casts

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## **2.B.7 ENGINEERING OF IDENTIFIED IMPROVEMENTS**

The consultant will be responsible for the completion of engineering plans for the capacity improvements identified in Task 2.B.5 at a level sufficient to obtain all necessary environmental and agency approvals. These engineering plans will inform Tasks 2.B.8 and 2.B.9. The consultant shall maximize the engineering completed as part of the East Metro Study. Generally, this engineering ranges from 5% to 30% design, based on the complexity of those improvements.

The work associated with this includes, but is not limited to:

- Design criteria
- Plans and specifications
- Survey as needed
- Utility coordination

### **AGENCY RESPONSIBILITIES:**

- RCRRA will participate in agency review of engineering plans.

### **CONSULTANT DELIVERABLES:**

- Design criteria and engineering plans at a level of detail sufficient to complete the environmental process.
- Coordinate agency review of engineering plans, track comments and make revisions to plans as necessary.
- Survey.

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## **2.B.7 CAPITAL AND OPERATING COST ESTIMATES**

### **2.B.7.1 CAPITAL COST ESTIMATES**

Capital cost estimates will be developed for the capacity improvements identified in Tasks 2.B.4 and 2.B.5. Cost estimates will include capital costs that are necessary to implement each of the improvements. Capital cost estimates will take into account engineering completed in Task 2.B.6 and environmental mitigation identified in Task 2.B.8. Costs should be presented by standard cost category. Costs for individual capacity improvements may be combined into a larger "project" that would include multiple interrelated capacity improvements. Total and annualized capital costs should be generated in current dollars and in dollars for the mid-year of construction.

Cost estimates will be documented in a technical methodology report. The cost estimate report will include the following information:

- Provide project cost estimates and documentation.
- Provide cost estimates supported by a detailed description of the methodology and assumptions used in developing the estimates including:
  - Provide unit costs for labor, materials and equipment
  - Provide overhead costs or other additives
  - Provide allocated and unallocated contingencies
  - Provide credit value of salvaged materials
  - Provide cost escalation factors
  - Provide contingencies no greater than 30%

### **2.B.7.2 OPERATING AND MAINTENANCE COST ESTIMATES**

Operating and Maintenance cost estimates will be developed for the capacity improvements identified in Tasks 2.B.4 and 2.B.5. Cost estimates will include operating and maintenance costs that are necessary to maintain each of the improvements on a yearly basis. Operating and maintenance cost estimates will take into account engineering completed in Task 2.B.6 and environmental mitigation identified in Task 2.B.8. Costs for individual capacity improvements may be combined into larger a larger "project" that would include the maintenance of multiple interrelated capacity improvements. Operating and maintenance costs should be generated in year of opening dollars.

Cost estimates will be documented in a technical methodology report. The cost estimate report will include the following information:

- Provide cost Methodology and Assumptions.
- Provide basis for estimation, documentation of key assumptions, and back-up data on how quantities and cost escalation were derived for:
  - Maintenance of way
  - Maintenance of equipment
  - Summary of Operating Costs
  - Capital Replacement Costs
- Provide detailed estimates of operating costs anticipated to be incurred due to lifecycle replacement or other factors.

### **2.B.7.3 Public Benefits Analysis**

The consultant will provide an operational, transportation and output benefits relative to:

- Project in general
- User and non-user economic benefits
- Analyze monetized economic benefits to user and non-user generated by the project
- Benefits by rail service type

#### **AGENCY RESPONSIBILITIES:**

- RCRRRA will participate in agency review and comment on cost estimating methodologies.

#### **CONSULTANT DELIVERABLES:**

- Coordinate agency review of cost estimating methodologies, track comments and make revisions as necessary.
- Consultant will coordinate Capital Cost calculations and technical support materials in electronic format (Microsoft Excel).
- Capital Cost Technical Methodologies Report
- Operating and Maintenance cost calculations and technical support materials in electronic format (Microsoft Excel).
- Operating and Maintenance Cost Technical Methodologies Report
- Public Benefits Analysis Report.

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## **2.B.9 ENVIRONMENTAL ANALYSIS**

The consultant, in consultation with RCRRA and project stakeholders, will undertake the preparation of the appropriate level of environmental documentation in order to comply with the National Environmental Policy Act (NEPA), the Minnesota Environmental Policy Act (MEPA) and Federal Railroad Administration (FRA) environmental requirements.

It is assumed that the environmental analysis will include, at minimum, the following:

- Identification of the purpose of and need for the Project
- Identification and analysis of project build alternatives and a no-action alternative
- Existing conditions and environmental impacts

### **2.B.9.1 ENVIRONMENTAL REVIEW AND DOCUMENTATION**

The consultant will complete FRA-approved environmental analysis for the Project improvements. As identified in 2.B.5, the consultant should assess the proposed improvements and determine, in consultation with the FRA, the appropriate level of environmental action. The FRA is assumed to be the lead federal agency and will need to make the final determination of the appropriate class of action. The consultant will prepare the necessary environmental documentation and complete necessary studies in accordance with FRA's *Procedures for the Consideration of Environmental Impacts* (effective May 26, 1999) (Environmental Procedures). The environmental process will include any required public involvement activities as identified in 2.B.4, including public meetings and required distribution of documents and response to comments on documents as necessary. Depending on the level of documentation needed for projects, the consultants will prepare decision documents if required.

#### **AGENCY RESPONSIBILITIES:**

- RCRRA will submit all necessary environmental documentation for review as lead agency

#### **CONSULTANT DELIVERABLES:**

- Complete the appropriate level of environmental documentation for the capacity improvements identified in Task 2.B.5.

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## **2.B.9 MEMORANDUM OF UNDERSTANDING FRAMEWORK**

Upon completion of this study, engineering and environmental documentation will be completed for the improvements identified through Tasks 2.B.5 and 2.B.6. The large number of capacity improvements necessary to accommodate forecast freight growth and proposed passenger rail service lends itself to a phased implementation. However, the phasing of improvements over time presents continuity issues among partner organizations. Management, staff and policy maker changes can lead to revisiting previously completed and agreed-upon outcomes.

To conclude this Project, the consultant will summarize the identified projects and decisions that will form the framework of a future Memorandum of Understanding (MOU). The MOU framework will identify areas of anticipated agreement on improvements that will proceed, as well as additional work that will be required.

The MOU framework will be used to develop and execute the final MOU and provide a foundation that allows future work to move forward without the constant need to revisit the work completed previously. The MOU framework and future MOU is critical to maintaining momentum on the project so that the capacity improvements can be implemented.

At a minimum, the MOU framework should anticipate participation from BNSF Railway, Canadian Pacific Railway, Union Pacific Railroad, Ramsey County Regional Railroad Authority and the Minnesota Department of Transportation. The MOU framework will need to include the following:

- The improvements identified through this Project
- What the Project improvements provide for additional capacity
- What additional services can be run due to the additional capacity (freight and passenger)
- Anticipated Responsibilities of the parties to the agreement
- What the parties will be agreeing to by signing the MOU
- What future analysis and agreements are anticipated following the approval of the MOU and prior to the construction of the identified capacity improvements

### **AGENCY RESPONSIBILITIES:**

- Assistance with the drafting of the MOU framework

### **CONSULTANT DELIVERABLES:**

- Coordination with parties to the future MOU
- Memorandum of Understanding framework document

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## APPENDIX A

### DETAILED SUMMARY OF PREVIOUS AND WORK IN-PROGRESS INITIATIVES

#### **TWIN CITIES TO MILWAUKEE TIER I EIS, ONGOING:**

The Federal Railroad Administration in cooperation with MnDOT is in the process of preparing a Tier 1 Service Level Environmental Impact Statement for improved passenger rail service from the Twin Cities to Milwaukee. The study of the Twin Cities to Milwaukee High-Speed Rail Corridor to Chicago will analyze improvements required for the implementation of regional intercity passenger rail service in the Minneapolis-St. Paul to Milwaukee corridor. The proposed improvements will help complete the Midwest Regional Rail Initiative (MWRRI) vision for developing an improved and expanded passenger rail system in the Midwest. The proposed service will eventually link to the existing Amtrak Hiawatha service between Milwaukee and Chicago. This study will be a major step in advancing passenger rail service in this highly populated corridor and extending service from Chicago to the Twin Cities.

#### **RED ROCK CORRIDOR IMPLEMENTATION PLAN, ONGOING:**

The Implementation Plan will build off the recommendations from the Alternatives Analysis Update (AAU) to create financial, development, and service plans to lead towards the long-term goal of more transit service in the Corridor.

At the onset of the Implementation Plan, it was noted that stations along Highway 61 might miss some of the established development along the corridor. Thus, a second BRT alternative was introduced to focus more on the existing density in the corridor that would be more likely to support all day transit service. The second alternative included stations on the east side of Saint Paul within the Gateway Corridor, into the developed part of Cottage Grove, and further into Hastings. St. Paul Park did not have a station in the routing recommended in the AAU, so a station in St. Paul Park was added to both alternatives.

#### **RUSH LINE CORRIDOR PRE-PROJECT DEVELOPMENT STUDY, ONGOING:**

A Pre-Project Development (PPD) Study is underway that will analyze bus and rail alternatives in the Rush Line Corridor between Forest Lake and the Union Depot in downtown St. Paul. The study will identify one mode and alignment for adoption as the corridor's Locally Preferred Alternative (LPA). Following the adoption of the LPA, corridor planning will advance to environmental analysis and engineering stages prior to securing funding for construction.

#### **RIVERVIEW CORRIDOR PRE-PROJECT DEVELOPMENT STUDY, ONGOING:**

A Pre-Project Development (PPD) Study is underway that will analyze bus and rail alternatives in the Riverview Corridor between the Union Depot in downtown St. Paul and the Minneapolis-St. Paul International Airport and Mall of America in Bloomington. The study will identify one mode and alignment for adoption as the corridor's Locally Preferred Alternative (LPA). Following the adoption of the LPA, corridor planning will advance to environmental analysis and engineering stages prior to securing funding for construction.

#### **MINNESOTA STATEWIDE RAIL PLAN, 2015:**

An update to the 2010 plan, the purpose of the State Rail Plan is to guide the future of both freight and passenger (intercity) rail systems and rail services in the state. The development of the plan was jointly undertaken by MnDOT's Office of Freight and Commercial Vehicle Operations and Passenger Rail Office.

#### **TWIN CITIES TO CHICAGO SECOND FREQUENCY STUDY, 2015:**

MnDOT, in partnership with WisDOT and La Crosse County, Wisconsin, requested Amtrak to complete a feasibility study of adding a second daily intercity passenger train between the Twin Cities (or St. Cloud, Minnesota) and Chicago, Illinois. The proposed service would generally follow the existing Empire Builder route through Illinois and Wisconsin, but would terminate at Union Depot in St. Paul. A second daily train would offer more options to travelers in the corridor by providing better eastbound reliability and increased train frequency. The study included the development of high level, order-of-magnitude assessments of schedules, ridership, revenue, infrastructure investments, operating costs and equipment needs (railcars and locomotives). The study recommending continued study of the 2<sup>nd</sup> frequency service between Union Depot in St. Paul and Union Station in Chicago.

#### **EAST METRO RAIL CONTINUITY PROJECT TIGER APPLICATION, 2014**

The RCRRA with the support of BNSF, CP and UP submitted an application for \$1,000,000 in TIGER Planning Grant funds to complete the planning and design for the East Metro Rail Continuity Project. This project included a grade separation of UP traffic from the BNSF traffic between 7<sup>th</sup> Street and Westminster Junction along the BNSF St. Paul Subdivision. This grade separation would free up rail network capacity and reduce delay for BNSF, UP and CP. The application was not successful. However, RCRRA and the freight railroads continue to seek funding to complete this project.

#### **RED ROCK CORRIDOR ALTERNATIVES ANALYSIS UPDATE, 2013:**

The Red Rock Corridor Commission completed an update to its Alternatives Analysis in 2013. The Alternatives Analysis Update identified bus rapid transit, or BRT, as the best choice for the corridor. Commuter rail had been identified as the top alternative when the Alternatives Analysis was first released in 2007. The corridor would link downtown Minneapolis to downtown Hastings roughly parallel to I-94 and Hwy 61, with potential stops at Union Depot in St. Paul, Newport Transit Station, Cottage Grove Park and Ride and the depot in downtown Hastings.

#### **EAST METRO RAIL YARDS FLUIDITY PROJECT TIGER APPLICATION, 2013**

The RCRRA in coordination with BNSF and support of CP submitted an application for \$34,861,000 in TIGER Grant funds to complete the construction of improvements and design for the East Metro Rail Continuity Project. The project addresses existing and future capacity constraints to significant freight rail crossroads that sees five percent — 10,000 cars a day— of the nation's freight rail volume. The project will address these constraints by doubling the number of mainlines from two to four for a two miles between BNSF's Dayton's Bluff Yard and CP's Saint Paul Yard and raising the mainlines out of the 100-yr floodplain. Additionally, yard improvements will be made including the addition of tail track and wider track spacing to allow for increased yard efficiency and safety. The outcome of the project will be improved fluidity of rail traffic through this vital corridor, particularly as volumes grow. The additional capacity will minimize train delays and improve reliability as more trains are added to the network. Keeping freight rail service at acceptable levels will help retain freight shipments on rail, avoiding an unnecessary. The application was not successful. However, RCRRA and the freight railroads continue to seek funding to complete this project.

#### **GREAT RIVER PASSAGE MASTER PLAN, 2013:**

On April 10, 2013, Saint Paul City Council approved the Great River Passage Plan. The Great River Passage Master Plan is the City of Saint Paul's long-term plan for unifying the entire length of Saint Paul's Mississippi riverfront into one grand and comprehensive vision to be realized over the next 30 – 50 years. It sets the stage for sustainable parks and open spaces; ecological restoration; economic development; and connection of the city, its neighborhoods and people to the Mississippi River.

#### **EAST METRO RAIL CAPACITY AND ENGINEERING IMPROVEMENTS STUDY, 2012:**

The East Metro Rail Capacity and Engineering Improvements Study identified rail capacity improvements to the freight rail network owned by BNSF Railway, Canadian Pacific Railway, Union Pacific Railroad and the Ramsey County Regional Railroad Authority. Improvements provided capacity to account for 36% growth in freight traffic, the addition of 6 roundtrips for high-speed rail between the Twin Cities and

Chicago along the existing Amtrak Route and 4 roundtrips for commuter rail (Red Rock) between Hastings and Union Depot in St. Paul.

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-48

Committee: Regional Railroad Authority

Meeting Date: 8/16/2016

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**SUBJECT: Amendment 2 with URS Corporation for the Rush Line Corridor Pre-Project Development Study**

**REQUESTED ACTION**

1. Approve the Amendment with URS Corporation, 100 South Fifth Street, Suite 1500, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Rush Line Pre-Project Development Study, for the period of September 1, 2016 through May 31, 2017, in an amount not to exceed \$299,600.
2. Authorize the Chair to execute the Amendment.
3. Authorize the County Manager to transfer up to \$299,600 from the 2016 RCRRA operating budget to the 2016 RCRRA project budget for consulting services for public engagement and design activities for the Rush Line Pre-Project Development Study.
4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

**EXECUTIVE SUMMARY**

The Ramsey County Regional Railroad Authority (RCRRA) has worked to advance transit projects and corridors that benefit Ramsey County residents and businesses. The Rush Line Corridor is an 80-mile transportation corridor between St. Paul and Hinckley, consisting of urban, suburban and rural communities linked by the need to be mobile and connected.

The Rush Line Corridor is being analyzed for transit improvements from Forest Lake to Union Depot in downtown St. Paul, as part of a Pre-Project Development (PPD) Study. This transit study builds upon previous work completed for the corridor, and will identify a locally preferred alternative (LPA). The PPD study forecasts that the total population in the corridor will increase by 24 percent and employment by 30 percent by 2040, increasing the need for mobility in the corridor. This project will provide needed transit service to St. Paul's East Side, northeast Ramsey County and the northeast metro area, and will accommodate future growth and economic development. This project aims to increase mobility, stimulate economic development, and preserve community and environmental resources in the area.

On February 3, 2014, the RCRRA approved entering into a contract with URS for professional services for the PPD study for the corridor and initiated the study. The end date for the initial contract was December 31, 2015. On December 1, 2015, RCRRA and URS amended the contract (Amendment 1) to extend the term through December 31, 2016.

To ensure that all stakeholders are involved in the decision-making process, the PPD study has taken longer than initially expected, although significant progress has been made. The project's overall purpose and need has been approved and the initial universe of alternatives has been narrowed down by the Rush Line Corridor Policy Advisory Committee (PAC) based on the results of a technical analysis and extensive public engagement.



## Amendment 2 with URS Corp for the Rush Line Corridor PPD Study

In order to identify the locally preferred alternative and complete the PPD study, the PAC has determined that additional public engagement and technical analysis work is needed beyond what was included in the original scope of work and within the URS contract.

The anticipated completion date for the additional public engagement and technical analysis work is February 28, 2017. However, the requested amendment (Amendment 2) will extend the URS contract through May 31, 2017 to allow additional time to complete project close-out activities.

RCRRA staff requested that URS provide a list of additional public engagement and technical analysis work tasks and a revised schedule to accomplish the increased level of effort required for the study. URS and RCRRA staff have met to finalize these changes and prepare the Amendment to the contract to extend the term from December 31, 2016 through May 31, 2017 and to increase the budget from \$1,487,125 to \$1,786,725.

Staff requests approval from the RCRRA for an Amendment to the Rush Line Corridor PPD Study contract in the amount of \$299,600 to complete the study and all project close-out activities by May 31, 2017.

### **FISCAL IMPACT**

Funds for these services are included in the RCRRA 2016 project budget.

### **COUNTY MANAGER COMMENTS**

Completion of the Rush Line Pre-Project Development Study will be beneficial for the long-term development of a transitway network and implementation of transit improvements in Ramsey County. The PAC has determined that the additional public engagement and technical analysis work is needed in order to identify the locally preferred alternative and complete the PPD study.

### **PREVIOUS ACTION**

On December 1, 2015, the parties to this Agreement executed an Amendment (Amendment 1) which extended the terms of the Agreement through December 31, 2016.

On December 3, 2013, the Ramsey County Regional Railroad Authority approved the selection of URS to provide consulting services for the completion of the Rush Line Corridor PPD Study and authorized the Chair to execute a contract with URS in an amount not to exceed \$1,487,125 (R2013-14).

On September 10, 2013, the Ramsey County Regional Railroad Authority approved the release of a Request for Proposals for the Rush Line Corridor PPD Study (R2013-28).

### **ATTACHMENTS**

1. Draft Resolution
2. Amendment 2
3. Exhibit A to Amendment 2

**Draft Resolution**

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 a Pre-Project Development Study for the Rush Line Corridor; and

WHEREAS, The completion of Pre-Project Development Study for Rush Line Corridor will result in the selection of the best vehicle and route for the corridor, its Locally Preferred Alternative; and

WHEREAS, The Pre-Project Development Study was identified for completion by December 31, 2015; and

WHEREAS, The PPD study has taken longer than expected in order to ensure that all stakeholders are involved in the decision-making process; and

WHEREAS, In order to identify the locally preferred alternative and complete the PPD study, additional public engagement and technical analysis work is needed beyond what was included in the original scope of work and within the URS contract; and

WHEREAS, The requested amendment will extend the contract through May 31, 2017 to allow more time to complete the additional analysis and public engagement and along with all necessary project close-out activities; and

WHEREAS, The additional analysis and public engagement work will result in an increased cost of \$299,600. Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amendment with URS Corporation, 100 South Fifth Street, Suite 1500, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Rush Line Pre-Project Development Study, for the period of September 1, 2016 through May 31, 2017, in an amount not to exceed \$299,600; and Be It Further

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

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to transfer up to \$299,600 from the 2016 RCRRA operating budget to the 2016 RCRRA project budget for consulting services for public engagement and design activities for the Rush Line Pre-Project Development Study; 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 2 TO AGREEMENT BETWEEN RAMSEY COUNTY REGIONAL  
RAILROAD AUTHORITY  
AND URS CORPORATION FOR THE RUSH LINE CORRIDOR PRE-PROJECT  
DEVELOPMENT STUDY**

WHEREAS, Ramsey County Regional Railroad Authority, Minnesota, a political subdivision of the State of Minnesota, ("RCRRA") and URS Corporation, a Nevada corporation, 100 South Fifth Street, Suite 1500, Minneapolis, MN 55402 ("Contractor") entered into an Agreement dated February 3, 2014, for professional consulting services on the Rush Line Corridor Pre-Project Development Study from February 3, 2014 through December 31, 2015 in the ("Agreement"); and

WHEREAS, on December 1, 2015 the parties to this Agreement executed an Amendment (Amendment 1) which extended the terms of the Agreement through December 31, 2016; and

WHEREAS, the RCRRA and Contractor desire to further extend the term of the Agreement through May 31, 2017; and

WHEREAS, The RCRRA has determined that additional services are required; and

WHEREAS, the parties wish to amend the Agreement to include the additional services shown on Exhibit A to this Amendment 2, and to include the cost of the additional services of \$299,600 in the maximum not-to-exceed costs to be paid by the RCRRA to Contractor pursuant to the Agreement, as amended, to result in a total amount of \$1,786,725;

NOW THEREFORE, RCRRA and the Contractor hereby amend the Agreement as follows:

1. The Contractor shall provide the additional services shown on Exhibit A attached to this Amendment 2, which is incorporated into the Agreement, and the maximum not-to-exceed amount to be paid to the Contractor in accordance with the schedule of costs and other terms and conditions of the Agreement is increased by \$299,600 as shown on Exhibit A to increase the total maximum not-to-exceed amount of the Agreement from \$1,487,125,000 to the total amount of \$1,786,725.
2. The Agreement is amended to extend the term through May 31, 2017.

Except as modified herein, the parties reaffirm the terms and conditions of the Agreement and the Agreement remains in full force and effect.

WHEREFORE, the parties have executed this Amendment 2 on the last date written below.

**RAMSEY COUNTY REGIONAL  
RAILROAD AUTHORITY**

\_\_\_\_\_  
Julie Kleinschmidt, County Manager

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

Approval recommended:

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

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

Approved as to form:

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

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

**URS CORPORATION**

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

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

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

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

## Memorandum

|         |                                                                                                                                              |      |   |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------|------|---|
| To      | Andy Gitzlaff (RCRRA)                                                                                                                        | Page | 1 |
| CC      | Michael Rogers (RCRRA)                                                                                                                       |      |   |
| Subject | Rush Line PPD Study<br><b>FINAL</b> – Amendment request for additional work through February 28, 2017 and end date amendment to May 31, 2017 |      |   |
| From    | Dan Meyers                                                                                                                                   |      |   |
| Date    | August 8, 2016                                                                                                                               |      |   |

This memo documents the request for an increase in funding for additional public engagement and technical analysis work to be completed between August 1, 2016 through February 28, 2017. Additionally, this amendment will extend the term of the contract to May 31, 2017 (the current contract ends December 31, 2016) to allow additional time to complete project close-out activities.

Work on the Rush Line PPD Study began in February 2014 and work was to be completed over a 30 month period ending in July 2016. As detailed below in this memo, the end date of the project needs to be extended to February 28, 2017 in order to complete additional analyses and refinements on the alternatives; to engage the public more fully as the results of the study are released; and to receive the required committee approvals on the locally preferred alternative. Major work items that were scoped to be completed through July 2016 under the original contract included:

- |                                                                  |               |
|------------------------------------------------------------------|---------------|
| • Task 1 – Previous and Work In-Progress Transportation Planning | 100% Complete |
| • Task 2 – Project Management                                    | 70% Complete  |
| • Task 3 – Stakeholder and Public Involvement                    | 65% Complete  |
| • Task 4 – Transit Travel Demand Market Analysis                 | 100% Complete |
| • Task 5 – Purpose and Need, Goals and Objectives                | 100% Complete |
| • Task 6 – Development and Screening of Initial Alternatives     | 100% Complete |
| • Task 7 – Technical Evaluation of Alternatives                  | 45% Complete  |
| • Task 8 – Detailed Definition of Alternatives Report            | 85% Complete  |
| • Task 9 – Final Pre-Project Development Study                   | 2% Complete   |

As of April 15, 2016, \$1,050,145 (70%) of the \$1,487,125 budget has been spent on the project. All work that is in the original scope of work will be completed within the remaining budget. As detailed in this memo the requested amendment will be for additional public engagement and technical analysis work necessary to complete the tasks identified above and work that is necessary due to the schedule extension.



The amendment request by work task is as follows:

|                                                 |                  |
|-------------------------------------------------|------------------|
| Project Management                              | \$22,600         |
| Project Meetings                                | \$59,100         |
| Evaluation of the White Bear Avenue Alternative | \$72,400         |
| Use of a Graphic Design Firm                    | \$22,500         |
| Ridership Forecasting                           | \$59,500         |
| Public Engagement Outreach                      | \$57,500 **      |
| Expenses (Travel, Plotting, and Printing)       | \$6,000          |
| <b>TOTAL</b>                                    | <b>\$299,600</b> |

(\*\* - Most of the Public Engagement Outreach task (\$47,250) will be completed by Zan Associates – a certified DBE firm. Zan Associates will be receiving 15.6% of the amendment budget.)

#### **Task 2 – Project Management**

The Rush Line PPD Study was originally scheduled to be completed by the end of July of 2016. Due to additional work to be completed and the need to extend the schedule for committee approvals the project schedule has been extended to February 28, 2017. As a result of the 6 month (August 2016 to February 2017) schedule extension, URS will need to manage the project, write monthly progress reports, and coordinate work activities with RCRRA staff. It is assumed that the following project management hours by URS consultants will be needed through February 2017:

- Dan Meyers (Project Manager) – 10 hours per month for a total of 60 hours
- Julia Suprock (Deputy Project Manager) – 8 hours per month for a total of 48 hours
- Julie Miron (Project Assistant) – 10 hours per month for a total of 60 hours

#### **Task 2 – Project Meetings**

As a result of the schedule extension there will be the need for additional project meetings. These meetings include: weekly coordination between URS and RCRRA, bi-weekly Public Involvement Team, Project Management Team, Technical Advisory Committee, and Policy Advisory Committee. It is assumed that the following project meeting hours by URS consultants will be needed through February 2017:

- Dan Meyers (Project Manager) – 20 hours per month for a total of 120 hours
- Julia Suprock (Deputy Project Manager) – 30 hours per month for a total of 180 hours
- Nancy Stavish (Senior Planner) – 10 hours per month for a total of 60 hours
- Gavin Poindexter (Senior Planner) – 8 hours per month for a total of 48 hours
- Chris Patrick (Technician) – 4 hours per month for a total of 24 hours

### **Task 7 – Technical Evaluation of Alternatives**

Evaluation and the detailing of the results of the White Bear Avenue alternative is necessary due to the addition of this alternative at the end of the Tier 1 evaluation. URS was originally scoped to complete evaluation on two alternatives (the I-35E Corridor and the County/Rail Right-of-Way corridor). The resulting number of hours to complete the White Bear Avenue alternative by URS and SEH consulting staff is as follows:

- Dan Meyers (Project Manager) – 16 hours
- Julia Suprock (Deputy Project Manager) – 40 hours
- Andrea Nair (Planner) – 40 hours
- Gavin Poindexter (Senior Planner) – 40 hours
- Jen McNeil (Senior Planner) – 40 hours
- Tom McKerlick (Senior Engineer) – 40 hours
- John Schnick (Senior Engineer) – 40 hours
- Chris Hiniker (Senior Planner) – 40 hours
- Nikki Farrington (Planner) – 140 hours
- Kristen Peterson (Planner) – 70 hours
- Bob Kost (Senior Planner) – 39 hours

### **Task 9 – Final Pre-Project Development Study**

As the Tier 2 evaluation and refinement process is completed it will be necessary to graphically show the results in a way that is understandable to the public and to all stakeholders. During the Tier 1 work, The Image Shoppe (a graphic design firm), was added to the team to graphically display the evaluation results. The graphics they developed were very well received by the public and the committee members. The Image Shoppe will complete the Tier 2 graphics based on the past success in showing evaluation results in an understandable way. It is assumed that the cost of this service will not exceed \$22,500.

### **Task 7 – Technical Evaluation of Alternatives (Ridership Forecasting Sub-Task)**

Under the original scope of work a total of five (5) ridership forecasting model runs were to be completed. Due to efficiencies in coding and running the model, an additional four (4) model runs were completed with the original ridership budget of \$50,000. The table below documents the additional work that will be needed to be completed through February 28, 2017 in the development of the Locally Preferred Alternative.

| <b>Ridership Budget Analysis for Amendment</b>            |                                                                                                                                                                                                                                                                   |                 |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| A.                                                        | Sensitivity tests done on initial model results (9 additional model runs)                                                                                                                                                                                         | \$22,500        |
| B.                                                        | Additional sensitivity runs needed to develop range forecasts after discussing with Metropolitan Council ridership staff (shorter headways and run times for LRT and BRT for County ROW and White Bear Avenue – 4 runs) plus follow up meetings and documentation | \$15,000        |
| C.                                                        | LPA analysis (2 to 3 runs plus follow up meetings and documentation)                                                                                                                                                                                              | \$22,000        |
| <b>Total for Ridership for contract amendment (A+B+C)</b> |                                                                                                                                                                                                                                                                   | <b>\$59,500</b> |

### **Task 3 – Stakeholder and Public Involvement**

As a result of the schedule extension there will be the need of additional public engagement outreach. Zan Associates has provided a list of the work to be completed and schedule for the work to be completed (see attached) and the resulting cost. The cost for Zan Associates work will be \$47,250. It will be necessary for URS consulting staff to actively participate in the public engagement activities including coordinating with the Metropolitan Design Center at the University of Minnesota in developing visualizations to show the alternatives graphically. Additionally, URS consulting staff will coordinate with Boothe Transit Consulting related to transit operations for the different modes under consideration. The resulting number of hours to actively participate in the public engagement activities by URS consulting staff is as follows:

- Dan Meyers (Project Manager) – 24 hours
- Julia Suprock (Deputy Project Manager) – 24 hours
- Nancy Stavish (Senior Planner) – 24 hours

Please contact me if you have any questions at 612-839-9511.



June 15, 2016

To: Dan Meyers, URS  
Rush Line PPD Study Project Manager

From Joy Miciano, Zan Associates  
Public Engagement Manager

Re: Cost Estimate for Additional Scope and Schedule Extension for Rush Line Transit Study

As the Rush Line Transit Study project schedule has been extended through February 2017, below is the cost estimate for Zan Associates to continue providing public engagement work from August 2016 through February 2017. **The cost estimate to complete additional engagement activities through February 2017 is estimated at \$47,250.** Details of the tasks are included in **Table 1-1**. Any further schedule extensions past February 2017 will require additional budget.

In addition to the new scope of work, Zan will continue to provide engagement activities through the existing contract and remaining budget, including:

- Public/Community Meetings (3)
- Neighborhood/Mini-Open Houses Meetings (2)
- Pop-Up Tables/Events (11)
- Static Displays (5 locations)
- Website, online engagement and social media support (through July 2016)
- Assistance and attendance with PAC meetings (1)
- Assistance with TAC meetings (1)
- Participation in PMT meetings (1)
- Public Engagement Advisory Panel Meeting (1)

Table 1-1: New Out of Scope Tasks Due to Schedule Extension

| Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Estimated Cost |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Project Management</b> (budget from the original scope remain for these tasks through the end of July 2016; additional budget is due to schedule extension) <ul style="list-style-type: none"> <li>General management and administration</li> <li>Attendance at Project Management Team meetings (one staff; up to 4 meetings)</li> <li>Technical Advisory Committee (assist with presentation prep and engagement summary; no attendance; up to 3 meetings)</li> <li>Policy Advisory Committee (prep, one staff; no meeting notes; up to 3 meetings)</li> <li>Consultant/client team meetings/calls (1/month)</li> <li>Public engagement calls/meetings with RCRRA staff (bi-weekly); for 5 months)</li> <li>Meeting and coordination with the Strategic Communications Consultant, as needed</li> </ul> | \$9,900        |
| <b>Participation and Communication Plan</b> (budget from the original scope remain for these tasks through the end of July 2016; additional budget is due to schedule extension) <ul style="list-style-type: none"> <li>Maintain public engagement management plan/planning (2 hours/month); for 5 months</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$1,700        |
| <b>Materials and Graphic Development</b> <ul style="list-style-type: none"> <li>Handouts: content and design review and printing (up to two); assumes URS will design</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$1,500        |
| <b>Public Engagement Comment Tracking</b> (budget from the original scope remain for these tasks through the end of July 2016; additional budget is due to schedule extension) <ul style="list-style-type: none"> <li>Track public comments (1/2 hour/week)</li> <li>Respond to comments (1 hour/week)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$4,500        |
| <b>Public Engagement Advisory Panel</b> <ul style="list-style-type: none"> <li>No additional meetings requested; one meeting remains in original scope</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$0            |
| <b>Open Houses</b> (no additional meetings, 3 meetings remain in original scope; additional budget is for new tasks) <ul style="list-style-type: none"> <li>Door-to-door business engagement along downtown routing (up to 4 areas)</li> <li>Design, set-up and provide participation voting at Tier 2 public meeting</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$4,300        |
| <b>Presentations</b> <ul style="list-style-type: none"> <li>Coordination of presentations and attendance to be done by RCRRA staff.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$0            |
| <b>Pop-Up Information Tables</b> (11 events remain in original scope) <ul style="list-style-type: none"> <li>Coordinate and staff additional pop-up information tables (up to 7 events to cover Tier 2 and LPA outreach); 5 hours/event/staff</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$5,000        |
| <b>Mini-Open Houses</b> (no additional meetings, 2 remain in original scope, but mailing expenses needed for White Bear Ave and Maryland Ave meeting)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$0            |
| <b>Project Communications</b> (budget from the original scope remain for these tasks through the end of July 2016; additional budget is due to schedule extension) <ul style="list-style-type: none"> <li>Maintain email list</li> <li>Assist with email notifications/updates (1/month)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$3,150        |



|                                                                                                                                                                                                                                                                                                                                                                                                     |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <ul style="list-style-type: none"> <li>Assist with Strategic Communications newsletter (up to 3)</li> <li>News releases (up to 2)</li> <li>Text message updates (1/month)</li> </ul>                                                                                                                                                                                                                |                 |
| <b>Project Website</b> (budget from the original scope remain for these tasks through the end of July 2016; additional budget is due to schedule extension) <ul style="list-style-type: none"> <li>Monitor and update (2 hours/month)</li> <li>Accessibility review of project materials, PAC meeting packets, reports, handouts and announcements posted on the website (4 hours/month)</li> </ul> | \$4,600         |
| <b>Web-Based Communication Tool</b> (budget from the original scope remain for these tasks for the Tier 2 public meetings) <ul style="list-style-type: none"> <li>Coordinate, monitor and update MindMixer site for LPA outreach</li> </ul>                                                                                                                                                         | \$1,800         |
| <b>Social Media</b> (budget from the original scope remain for these tasks through the end of July 2016; additional budget is due to schedule extension) <ul style="list-style-type: none"> <li>Develop social media communications calendar (2 hours/month)</li> <li>Post and monitor social media accounts (2 hours/month)</li> </ul>                                                             | \$2,700         |
| <b>Public Engagement Summary Reports</b> (budget from the original scope remain for the Tier 2 PE Summary report; additional budget is due to additional activity for Tier 2 and for additional activity for the LPA) <ul style="list-style-type: none"> <li>Include additional activities for Tier 2 in PE Summary report</li> <li>Provide summary report for PE activities for LPA</li> </ul>     | \$1,900         |
| <b>Total Labor Costs</b>                                                                                                                                                                                                                                                                                                                                                                            | <b>\$41,050</b> |
| <b>Direct Expenses</b>                                                                                                                                                                                                                                                                                                                                                                              |                 |
| Direct expenses related to the activities include the following:                                                                                                                                                                                                                                                                                                                                    |                 |
| <ul style="list-style-type: none"> <li>Website Hosting</li> </ul>                                                                                                                                                                                                                                                                                                                                   | \$175           |
| <ul style="list-style-type: none"> <li>Text Messaging Service</li> </ul>                                                                                                                                                                                                                                                                                                                            | \$460           |
| <ul style="list-style-type: none"> <li>Translation Services/Interpreting Services</li> </ul>                                                                                                                                                                                                                                                                                                        | -               |
| <ul style="list-style-type: none"> <li>Constant Contact Email Marketing Service</li> </ul>                                                                                                                                                                                                                                                                                                          | -               |
| <ul style="list-style-type: none"> <li>Mentimeter subscription (participation voting)</li> </ul>                                                                                                                                                                                                                                                                                                    | \$500           |
| <ul style="list-style-type: none"> <li>Venues/Room Rentals/Event Equipment</li> </ul>                                                                                                                                                                                                                                                                                                               | \$400           |
| <ul style="list-style-type: none"> <li>Event fees</li> </ul>                                                                                                                                                                                                                                                                                                                                        | \$400           |
| <ul style="list-style-type: none"> <li>Refreshments</li> </ul>                                                                                                                                                                                                                                                                                                                                      | \$500           |
| <ul style="list-style-type: none"> <li>Printing (info card, handouts)</li> </ul>                                                                                                                                                                                                                                                                                                                    | \$1,500         |
| <ul style="list-style-type: none"> <li>Printing (mini-open houses; 1 mailings)</li> </ul>                                                                                                                                                                                                                                                                                                           | \$1,250         |
| <ul style="list-style-type: none"> <li>Postage (mini-open houses; 1 mailings)</li> </ul>                                                                                                                                                                                                                                                                                                            | \$500           |
| <ul style="list-style-type: none"> <li>Travel/Mileage/Parking</li> </ul>                                                                                                                                                                                                                                                                                                                            | \$500           |
| <b>Total Direct Expenses</b>                                                                                                                                                                                                                                                                                                                                                                        | <b>\$6,200</b>  |
| <b>Total Estimated Cost</b>                                                                                                                                                                                                                                                                                                                                                                         | <b>\$47,250</b> |

## Rush Line Corridor Pre-Project Development Study: Amendment Budget Proposal Worksheet - URS Team

|                                 |                                         | Subtotal by Task | URS   | Zan Assoc* | SEH | Total Hours by Task |
|---------------------------------|-----------------------------------------|------------------|-------|------------|-----|---------------------|
| <b>Estimated Hours</b>          | C.1.1 Project Management                | 457              | 168   | -          | 289 | 457                 |
|                                 | C.1.2 Project Meetings                  | 432              | 432   | -          | -   | 432                 |
|                                 | C.1.3 Evaluation of the WBA Alternative | 256              | 256   | -          | -   | 256                 |
|                                 | C.1.4 Ridership Forecasting             | 286              | 286   | -          | -   | 286                 |
|                                 | C.1.5 Public Engagement                 | 464              | 72    | 392        | -   | 464                 |
|                                 | 0 x                                     | -                | -     | -          | -   | 0                   |
|                                 | 0 x                                     | -                | -     | -          | -   | 0                   |
|                                 | 0 x                                     | -                | -     | -          | -   | 0                   |
|                                 | 0 x                                     | -                | -     | -          | -   | 0                   |
|                                 | 0                                       | 0                | -     | -          | -   | 0                   |
|                                 | 0                                       | 0                | -     | -          | -   | 0                   |
|                                 | 0                                       | 0                | -     | -          | -   | 0                   |
|                                 | 0                                       | 0                | -     | -          | -   | 0                   |
|                                 | 0                                       | 0                | -     | -          | -   | 0                   |
|                                 | 0                                       | 0                | -     | -          | -   | 0                   |
| Subtotal Hours - Base Work Plan |                                         | 1,895            | 1,214 | 392        | 289 |                     |
| <b>Total hours</b>              |                                         | <b>1,895</b>     |       |            |     |                     |

|                                        |                                         | Subtotal by Task     | URS           | Zan Assoc*   | SEH          | Total Cost by Task |
|----------------------------------------|-----------------------------------------|----------------------|---------------|--------------|--------------|--------------------|
| <b>Estimated Costs</b>                 | C.1.1 Project Management                | \$ 62,500.00         | \$ 22,600.00  | \$ -         | \$ 39,900.00 | \$ 62,500.00       |
|                                        | C.1.2 Project Meetings                  | \$ 59,100.00         | \$ 59,100.00  | \$ -         | \$ -         | \$ 59,100.00       |
|                                        | C.1.3 Evaluation of the WBA Alternative | \$ 32,500.00         | \$ 32,500.00  | \$ -         | \$ -         | \$ 32,500.00       |
|                                        | C.1.4 Ridership Forecasting             | \$ 59,500.00         | \$ 59,500.00  | \$ -         | \$ -         | \$ 59,500.00       |
|                                        | C.1.5 Public Engagement                 | \$ 51,300.00         | \$ 10,250.00  | \$ 41,050.00 | \$ -         | \$ 51,300.00       |
|                                        | 0 x                                     | \$ -                 | \$ -          | \$ -         | \$ -         | \$ -               |
|                                        | 0 x                                     | \$ -                 | \$ -          | \$ -         | \$ -         | \$ -               |
|                                        | 0 x                                     | \$ -                 | \$ -          | \$ -         | \$ -         | \$ -               |
|                                        | 0 x                                     | \$ -                 | \$ -          | \$ -         | \$ -         | \$ -               |
|                                        | 0                                       | \$ -                 | \$ -          | \$ -         | \$ -         | \$ -               |
|                                        | 0                                       | \$ -                 | \$ -          | \$ -         | \$ -         | \$ -               |
|                                        | 0                                       | \$ -                 | \$ -          | \$ -         | \$ -         | \$ -               |
|                                        | 0                                       | \$ -                 | \$ -          | \$ -         | \$ -         | \$ -               |
|                                        | 0                                       | \$ -                 | \$ -          | \$ -         | \$ -         | \$ -               |
| Estimated Labor Cost - Base Work Plan  |                                         | \$ 264,900.01        | \$ 183,950.01 | \$ 41,050.00 | \$ 39,900.00 |                    |
| Estimated Direct Cost - Base Work plan |                                         | \$ 34,700.00         | \$ 28,500.00  | \$ 6,200.00  | \$ -         |                    |
| Total Estimated Budget                 |                                         | \$ 299,600.01        | \$ 212,450.01 | \$ 47,250.00 | \$ 39,900.00 |                    |
| <b>Total Estimated Budget</b>          |                                         | <b>\$ 299,600.00</b> |               |              |              |                    |
| <b>DBE Percentage</b>                  |                                         | <b>15.8%</b>         |               |              |              |                    |

### Classification & Rates

### Job Classification

| Job Classification | Project Manager and Ridership | Deputy Project Manager | Senior Planner / Engineer | Mid-Level Planner | Planner / Engineer | Technician | Clerical |
|--------------------|-------------------------------|------------------------|---------------------------|-------------------|--------------------|------------|----------|
| Base Rate          | \$ 85.00                      | \$ 45.00               | \$ 63.00                  | \$ 45.00          | \$ 41.00           | \$ 43.00   | \$ 33.00 |
| Overhead           | \$ 100.51                     | \$ 53.21               | \$ 74.50                  | \$ 53.21          | \$ 48.48           | \$ 50.85   | \$ 39.02 |
| Profit             | \$ 22.26                      | \$ 11.79               | \$ 16.50                  | \$ 11.79          | \$ 10.74           | \$ 11.26   | \$ 8.64  |
| Total Hourly Rate  | \$ 207.77                     | \$ 110.00              | \$ 154.00                 | \$ 110.00         | \$ 100.22          | \$ 105.11  | \$ 80.67 |

Total Hourly Rate

|             |           |              |                |               |              |               |
|-------------|-----------|--------------|----------------|---------------|--------------|---------------|
| Gavin       |           |              |                |               |              |               |
| Jen McNeil  |           | Polindexter, | Andrea Nair,   |               |              |               |
| Don Maynard | Pat Cohen | Adia Sursock | Tom McKendrick | Nancy Slavish | John Schnick | Chris Patrick |
|             |           |              |                | Julia Minn    |              |               |

[illegible]

*Total hours by classification*

|             |       |
|-------------|-------|
| Total hours | 1,214 |
|-------------|-------|

[illegible]

*Total cost by classification*

|            |               |
|------------|---------------|
| Total cost | \$ 183,950.00 |
|------------|---------------|

### Direct Costs

| Expense type/Unit type                     | Expense per unit    | Units | Estimated Expenses |
|--------------------------------------------|---------------------|-------|--------------------|
| Mileage                                    | \$ 0.66             | 500   | \$ 277.50          |
| Printing                                   | \$ 1,018.50         | 1     | \$ 1,018.50        |
| Postage/delivery                           | \$ 200.00           | 0     | \$ -               |
| Airfare and other non-local transportation | \$ 500.00           | 5     | \$ 2,500.00        |
| Hotel                                      | \$ 121.00           | 10    | \$ 1,210.00        |
| Meals                                      | \$ 71.00            | 14    | \$ 994.00          |
| Data                                       |                     |       | \$ -               |
| Web site hosting                           | \$ -                |       | \$ -               |
| The Image Shoppe Graphic Design            | \$ 22,500.00        | 1     | \$ 22,500.00       |
| <b>Total direct costs</b>                  | <b>\$ 28,500.00</b> |       |                    |

Total direct costs

|                                      |                      |
|--------------------------------------|----------------------|
| <b>Total Project Budget Estimate</b> | <b>\$ 212,450.00</b> |
|--------------------------------------|----------------------|

## Rush Line Corridor Pre-Project Development Study: Budget Proposal Worksheet - Zan Associates -- (DBE Firm)

| Classification & Rates |  | Job Classification | Project Manager | Core Task Manager | Sr. Engineer/ Planner | Mid-Level Engineer/ Planner | Engineer/ Planner | Technician | Clerical |
|------------------------|--|--------------------|-----------------|-------------------|-----------------------|-----------------------------|-------------------|------------|----------|
| Base Rate              |  |                    |                 |                   |                       |                             |                   |            |          |
| Overhead               |  |                    |                 |                   |                       |                             |                   |            |          |
| Profit                 |  |                    |                 |                   |                       |                             |                   |            |          |
| Total Hourly Rate      |  |                    | \$ -            | \$ 125.00         | \$ -                  | \$ 75.00                    | \$ -              | \$ 50.00   | \$ -     |

|                   |                                   | Joy Milano      |                   | Cristina Diaz         |                             | Dan Edgerton      |            |          |                     |
|-------------------|-----------------------------------|-----------------|-------------------|-----------------------|-----------------------------|-------------------|------------|----------|---------------------|
|                   |                                   | Project Manager | Core Task Manager | Sr. Engineer/ Planner | Mid-Level Engineer/ Planner | Engineer/ Planner | Technician | Clerical |                     |
| EXPENDITURE HOURS | C.1.1 Project Management          |                 |                   |                       |                             |                   |            |          | Total hours by task |
|                   | C.1.2 Project Meetings            |                 |                   |                       |                             |                   |            |          | 0                   |
|                   | Evaluation of the WBA Alternative |                 |                   |                       |                             |                   |            |          | 0                   |
|                   | C.1.3                             |                 |                   |                       |                             |                   |            |          | 0                   |
|                   | C.1.4 Ridership Forecasting       |                 |                   |                       |                             |                   |            |          | 0                   |
|                   | C.1.5 Public Engagement           |                 | 232               |                       | 160                         |                   |            |          | 392                 |
|                   | 0 X                               |                 |                   |                       |                             |                   |            |          | 0                   |
|                   | 0 X                               |                 |                   |                       |                             |                   |            |          | 0                   |
|                   | 0 X                               |                 |                   |                       |                             |                   |            |          | 0                   |
|                   | 0 X                               |                 |                   |                       |                             |                   |            |          | 0                   |
|                   | 0                                 |                 |                   |                       |                             |                   |            |          | 0                   |
|                   | 0                                 |                 |                   |                       |                             |                   |            |          | 0                   |
|                   | 0                                 |                 |                   |                       |                             |                   |            |          | 0                   |
|                   | 0                                 |                 |                   |                       |                             |                   |            |          | 0                   |
|                   | Total hours by classification     |                 |                   | 232                   |                             | 160               |            |          |                     |
| Total hours       |                                   |                 | 392               |                       |                             |                   |            |          |                     |

|                 |                                   | Project Manager | Core Task Manager | Sr. Engineer/ Planner | Mid-Level Engineer/ Planner | Engineer/ Planner | Technician | Clerical | Total cost by task |
|-----------------|-----------------------------------|-----------------|-------------------|-----------------------|-----------------------------|-------------------|------------|----------|--------------------|
| ESTIMATED COSTS | C.1.1 Project Management          | \$ -            | \$ -              | \$ -                  | \$ -                        | \$ -              | \$ -       | \$ -     | \$ -               |
|                 | C.1.2 Project Meetings            | \$ -            | \$ -              | \$ -                  | \$ -                        | \$ -              | \$ -       | \$ -     | \$ -               |
|                 | Evaluation of the WBA Alternative | \$ -            | \$ -              | \$ -                  | \$ -                        | \$ -              | \$ -       | \$ -     | \$ -               |
|                 | C.1.4 Ridership Forecasting       | \$ -            | \$ -              | \$ -                  | \$ -                        | \$ -              | \$ -       | \$ -     | \$ -               |
|                 | C.1.5 Public Engagement           | \$ -            | \$ 29,000.00      | \$ -                  | \$ 12,000.00                | \$ -              | \$ -       | \$ -     | \$ 41,000.00       |
|                 | 0 X                               | \$ -            | \$ -              | \$ -                  | \$ -                        | \$ -              | \$ -       | \$ -     | \$ -               |
|                 | 0 X                               | \$ -            | \$ -              | \$ -                  | \$ -                        | \$ -              | \$ -       | \$ -     | \$ -               |
|                 | 0 X                               | \$ -            | \$ -              | \$ -                  | \$ -                        | \$ -              | \$ -       | \$ -     | \$ -               |
|                 | 0 X                               | \$ -            | \$ -              | \$ -                  | \$ -                        | \$ -              | \$ -       | \$ -     | \$ -               |
|                 | 0                                 | \$ -            | \$ -              | \$ -                  | \$ -                        | \$ -              | \$ -       | \$ -     | \$ -               |
|                 | 0                                 | \$ -            | \$ -              | \$ -                  | \$ -                        | \$ -              | \$ -       | \$ -     | \$ -               |
|                 | 0                                 | \$ -            | \$ -              | \$ -                  | \$ -                        | \$ -              | \$ -       | \$ -     | \$ -               |
|                 | 0                                 | \$ -            | \$ -              | \$ -                  | \$ -                        | \$ -              | \$ -       | \$ -     | \$ -               |
|                 | 0                                 | \$ -            | \$ -              | \$ -                  | \$ -                        | \$ -              | \$ -       | \$ -     | \$ -               |
|                 | Total cost by classification      |                 | \$ -              | \$ 29,000.00          | \$ -                        | \$ 12,000.00      | \$ -       | \$ -     | \$ -               |
| Total cost      |                                   | \$ 41,050.00    |                   |                       |                             |                   |            |          |                    |

| Expense type/Unit type             | Expense per unit | Units | Estimated Expenses |
|------------------------------------|------------------|-------|--------------------|
| Mileage                            | \$ 0.56          | 893   | \$ 515.00          |
| Printing                           | \$ 2,750.00      | 1     | \$ 2,750.00        |
| Postage/delivery                   | \$ 500.00        | 1     | \$ 500.00          |
| Event Fees                         | \$ 400.00        | 1     | \$ 400.00          |
| Mentimeter Subscription            | \$ 500.00        | 1     | \$ 500.00          |
| Venues/Room Rentals/Event Tables   | \$ 400.00        | 1     | \$ 400.00          |
| Catering/Food                      | \$ 500.00        | 1     | \$ 500.00          |
| Web site hosting (\$100 per month) | \$ 175.00        | 1     | \$ 175.00          |
| Text Messaging Service             | \$ 460.00        | 1     | \$ 460.00          |
| Total direct costs                 |                  |       | \$ 6,200.00        |

|                               |              |
|-------------------------------|--------------|
| Total Project Budget Estimate | \$ 47,250.00 |
|-------------------------------|--------------|

### Classification & Rates

Job Classification

| Job Classification | Project Manager | Core Task Manager | Senior Planner | Mid-Level Planner | Planner   | Technician | Clerical |
|--------------------|-----------------|-------------------|----------------|-------------------|-----------|------------|----------|
| Base Rate          | \$ -            | \$ -              | \$ 59.00       | \$ 43.00          | \$ 38.00  | \$ -       | \$ -     |
| Overhead           | \$ -            | \$ -              | \$ 101.45      | \$ 73.94          | \$ 65.34  | \$ -       | \$ -     |
| Profit             | \$ -            | \$ -              | \$ 16.05       | \$ 11.69          | \$ 10.33  | \$ -       | \$ -     |
| Total Hourly Rate  | \$ -            | \$ -              | \$ 176.50      | \$ 128.63         | \$ 113.68 | \$ -       | \$ -     |

|               |            |          |
|---------------|------------|----------|
| Bob Kost,     | Nikki      | Kristen  |
| Chris Hiniker | Farrington | Peterson |

[illegible][illegible]

### Direct Costs

| Expense type/Unit type                     | Expense per unit | Units | Estimated Expenses |   |
|--------------------------------------------|------------------|-------|--------------------|---|
| Mileage                                    | \$ 0.56          | -     |                    |   |
| Printing                                   | \$ 1,500.00      | -     | \$ -               | - |
| Postage/delivery                           | \$ 200.00        | -     | \$ -               | - |
| Airfare and other non-local transportation |                  | -     | \$ -               | - |
| Hotel                                      |                  | -     | \$ -               | - |
| Meals                                      |                  | -     | \$ -               | - |
| Data                                       |                  | -     | \$ -               | - |
| Web site hosting                           |                  | -     | \$ -               | - |
| Translation and interpreter services       |                  | -     | \$ -               | - |
| <b>Total direct costs</b>                  | <b>\$ -</b>      |       |                    |   |

|                                      |                     |
|--------------------------------------|---------------------|
| <b>Total Project Budget Estimate</b> | <b>\$ 39,900.00</b> |
|--------------------------------------|---------------------|



**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-44

Committee: Regional Railroad Authority

Meeting Date: 8/16/2016

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**SUBJECT: RCRRA 2016 Funding Commitment to Minnesota High Speed Rail Commission**

**REQUESTED ACTION**

1. Accept the Minnesota High Speed Rail Commission's 2016 budget.
2. Approve the Ramsey County Regional Railroad Authority's payment of \$15,795 to the Minnesota High Speed Rail Commission as its funding commitment to the 2016 budget.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

**EXECUTIVE SUMMARY**

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

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

RCRRA is a Financial Party to the Joint Powers Agreement and agreed to pay a portion of the Commission's yearly activities. The annual dues are based on a formula defined in the Joint Powers Agreement that includes population, high speed rail route mileage, and commuter or passenger rail stations within the jurisdiction of each Financial Party member, plus a base amount shared equally among all the Financial Party members. RCRRA serves as the Commission's fiscal agent.

The Commission adopted its 2016 Work Plan and budget of \$115,000 on November 5, 2015. The Commission identified \$26,325, as RCRRA's 2016 funding commitment. The Commission will use \$26,000 in unexpended previous years' appropriations to offset 2016 member funding commitments. The offset reduces RCRRA's 2016 commitment by \$10,530, resulting in a total funding commitment for RCRRA for 2016 of \$15,795. The Commission's Bylaws require that each Financial Party's funding commitment be approved by the respective Financial Party's board.

The 2016 Work Plan and Budget includes a \$50,000 contribution to the Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service Phase 1 Study by the Commission to be used as contingency funds. These funds are available from the Commission's unexpended previous years'

## RCRRA 2016 Funding Commitment to Minnesota High Speed Rail Commission

appropriations, and will be held by the Commission until needed and requested by MnDOT, the lead agency for the study.

### **FISCAL IMPACT**

RCRRA's financial commitment to the Minnesota High Speed Rail Commission for 2016 is \$15,795. Funding is available in RCRRA's 2016 operating budget.

### **COUNTY MANAGER COMMENTS**

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

### **PREVIOUS ACTION**

On September 22, 2015, RCRRA approved a payment of \$15,795 to the Minnesota High Speed Rail Commission for its portion of the 2015 Commission budget (Resolution R2015-16). The RCRRA joined the Commission as a financial party in 2009. The RCRRA Board has approved payment of its dues to the Commission annually by resolution since 2009.

### **ATTACHMENTS**

1. Draft Resolution
2. 2016 Final Work Plan and Budget

DRAFT RESOLUTION

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

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

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

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

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

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

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

WHEREAS, The Minnesota High Speed Rail Commission adopted its 2016 Work Plan and total budget of \$115,000 on November 5, 2015; and identified \$26,325, or 40.50% as the Ramsey County Regional Railroad Authority funding commitment; and

WHEREAS, The Minnesota High Speed Rail Commission identified the use of \$26,000 in the Commission's fund balance to offset 2016 member funding commitments; and

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

RESOLVED, The Ramsey County Regional Railroad Authority hereby accepts the Minnesota High Speed Rail Commission's 2016 Budget; And Be It Further

47               RESOLVED, The Ramsey County Regional Railroad Authority approves a  
48 payment of \$15,795 to the Minnesota High Speed Rail Commission as its funding  
49 commitment to the 2016 Budget; And Be It Further  
50

51               RESOLVED, The Ramsey County Regional Railroad Authority authorizes the  
52 County Manager to make all necessary budget adjustments including increasing  
53 estimated revenues and appropriations.  
54  
55



## Agenda Item #6

**MEMORANDUM**

**TO:** Minnesota High Speed Rail Commission Members

**FROM:** Staff

**DATE:** October 29, 2015 (Revised November 2, 2015 underlined text)

**RE:** Final 2016 Work Plan and Budget

The MN HSR Commission discussed the draft 2016 Work Plan and Budget at its meeting on September 3, 2015. Given the discussion and direction regarding the commission's contribution toward the Second Chicago-Saint Paul Passenger Train Environmental Assessment, the impact on the commission's funding reserves and replenishment of the reserve, staff has prepared a final 2016 Work Plan and Budget. Due to discussions among members following the September 3 meeting and at the direction of the Chair, staff has revised the revenue table to be identical to that of the 2015 Work Plan and Budget.

The commission's work as an advocacy organization for development of high speed passenger rail in the River Route is done largely through the scope of services in contract with our public relations firm. The commission's public engagement and advocacy was updated during the recent issuance of a RFIQ. The 2016 Work Plan and Budget reflects the updated public engagement work scope and the additional advocacy efforts by the commission and its member organizations. Below are several bullet points highlighting the 2016 Work Plan and Budget.

- Desire to adopt a work plan and budget similar to what was adopted for 2015.
- Focus on traditional efforts of advocacy and outreach through the High Speed Rail website, printed materials, e-newsletters and social media.
- Continue to provide logistical support for Jerry Miller's advocacy efforts.
- Continue to budget funds for insurance.
- Consider having a larger presence at the state capitol during the legislative session.
- Continue to track the progress of the Chicago to Twin Cities Tier 1 EIS and other important studies affecting passenger rail service in Minnesota.
- Contribution of \$50,000 toward the Second Chicago-Saint Paul Passenger Train Environmental Assessment to be used as contingency funding.
- Continue to maintain a contingency amount for unforeseen advocacy opportunities.
- Apply unspent appropriations from previous years to offset membership dues.

**Action Requested:** Approval



## **Minnesota High-Speed Rail Commission**

### **Final 2016 Work Plan and Budget**

#### **1. General Activities**

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

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

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

#### **2. Advocacy and Legislative Coordination**

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

- Inform legislators about the benefits of high speed rail projects implemented in the United States.
- Inform legislators about the benefit of and need for high-speed rail service along the River Route.
- Inform legislators about the benefit of and need for increased freight rail capacity along the River Route.
- Advocate for increased funding to improve and expand the existing Amtrak passenger rail service along the River Route.
- Advocate for increased funding to improve freight rail infrastructure along the River Route.

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

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

### **3. Public Engagement**

The Commission's public involvement activities will be developed to increase public awareness of high speed rail, high-speed rail along the River Route, the Commission, the larger Midwest Regional Rail Initiative, the importance of investing in high-speed rail and existing passenger rail service. These activities will be separate from, but coordinated with the MnDOT's public involvement activities related to the implementation of the completed Minnesota State Rail Plan, the ongoing Tier One Environmental Impact Statement for the Twin Cities to Milwaukee corridor and the Environmental Assessment of a second Amtrak train between Chicago and Saint Paul. Specific Commission activities will include:

- Implement a Public Communications strategy that builds upon the Commission's Strategic Communications Plan. This strategy will guide the Commission's public involvement activities including:
  - Public Information
  - Community Relations
  - Media Relations

- Corridor Positioning
  - Website Presence
  - Social Media (Facebook)
  - Supporter Distribution List
  - Materials Development and Production
- Revise the Strategic Communications Plan as needed
- Coordination with partner agencies on high-speed rail and River Route advocacy
- Presentations to civic and community groups throughout the Corridor
- Support for similar organizations (e.g. Midwest High Speed Rail Association)
- Media recognition of Commission meetings and events through print, radio, and public access television
- Coordination and recruitment of supporters, including those in the business community, to advanced high-speed rail and passenger rail along the River Route.

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

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

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

- Prepare and adopt the 2017 Work Plan and Budget.
- Review insurance needs and procure appropriate insurance.
- Provide Commission and staff administration.
- Manage Commission expenses.

Management, Policy, and Administrative Activities will be led by Commission staff. The deliverables will continue to be brought before the Commission for their approval.

## 2016 Expenditures

| <b>Expenditure Category</b>                                 | <b>Amount</b>    |
|-------------------------------------------------------------|------------------|
| Advocacy and Legislative Coordination                       |                  |
| - Publications                                              | \$2,000          |
| - Materials                                                 | \$3,000          |
| - Special Events/Mileage <sup>1</sup>                       | \$1,000          |
| Subtotal                                                    | \$6,000          |
| Public Engagement                                           |                  |
| - Strategic Counsel Services                                | \$9,000          |
| - Media Relations/Communications                            | \$3,500          |
| - Public Information Materials and Production               | \$17,000         |
| - Corridor Advocacy                                         | \$4,000          |
| - Expenses                                                  | \$1,500          |
| Subtotal                                                    | \$35,000         |
| Management/Administration                                   |                  |
| - Materials                                                 | \$3,000          |
| - Insurance                                                 | \$2,000          |
| Subtotal                                                    | \$5,000          |
| Second Amtrak Train Milwaukee to Saint Paul                 |                  |
| - Contribution toward Environmental Assessment <sup>2</sup> | \$50,000         |
| Subtotal                                                    | \$50,000         |
| Contingency                                                 | \$19,000         |
| <b>Total</b>                                                | <b>\$115,000</b> |

<sup>1</sup> Travel to out of state events/conferences would be the responsible of each individual member.

<sup>2</sup> MnDOT will be the lead agency conducting an Environmental Assessment of the current Amtrak route from Milwaukee to Saint Paul that will identify needed capital improvements that will be eligible for federal funding. MNHSR Commission funding will come from unexpended previous year's appropriations.

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

## 2016 Revenue

| Revenue Source               |                         | Amount            |
|------------------------------|-------------------------|-------------------|
| Federal Appropriations       |                         | \$0               |
| Subtotal                     |                         | \$0               |
| State Appropriations         |                         | \$0               |
| Subtotal                     |                         | \$0               |
| Regional Railroad Authority: |                         | 2016 Contribution |
|                              | Percentage <sup>1</sup> |                   |
| - Ramsey County              | 40.50%                  | \$26,325          |
| - Dakota County              | 27.00%                  | \$17,550          |
| - Winona County              | 13.50%                  | \$8,775           |
| - Goodhue County             | 11.50%                  | \$7,475           |
| - Wabasha County             | 7.50%                   | \$4,875           |
| <b>TOTAL</b>                 |                         | <b>\$65,000</b>   |

<sup>1</sup> Per the Joint Powers Agreement, the Financial Parties' contribution is based on the following formula: 50% based on the proportionate share of population among all Financial Parties; 10% based on the proportionate share of corridor mileage among all Financial Parties; 31% based on the location of existing or planned high speed and commuter rail stations within the Financial Parties' jurisdiction; and 9% allocated equally among the Financial Parties.



## 2016 Revenue

| Revenue Source              |            | Amount            |                              |                            |
|-----------------------------|------------|-------------------|------------------------------|----------------------------|
| Federal Appropriations      |            | \$0               |                              |                            |
| Subtotal                    |            | \$0               |                              |                            |
| State Appropriations        |            | \$0               |                              |                            |
| Subtotal                    |            | \$0               |                              |                            |
| Regional Railroad Authority | Percentage | 2016 Contribution | Proposed Offset <sup>1</sup> | Adjusted 2016 Contribution |
| - Ramsey County             | 40.50%     | \$26,325          | <u>\$10,530</u>              | <u>\$15,795</u>            |
| - Dakota County             | 27.00%     | \$17,550          | <u>\$7,020</u>               | <u>\$10,530</u>            |
| - Winona County             | 13.50%     | \$8,775           | <u>\$3,510</u>               | <u>\$5,265</u>             |
| - Goodhue County            | 11.50%     | \$7,475           | <u>\$2,990</u>               | <u>\$4,485</u>             |
| - Wabasha County            | 7.50%      | \$4,875           | <u>\$1,950</u>               | <u>\$2,925</u>             |
| <b>TOTAL</b>                | 100%       | \$65,000          | <u>\$26,000</u>              | <u>\$39,000</u>            |

<sup>1</sup> Proposed offset to reduce Financial Party contributions. The offset amount approved in the 2015 Work Plan and Budget was \$26,000.

Fiscal Note: By the end of CY 2015, the commission is expected to have approximately \$65,000 in unexpended previous year's appropriations plus receipt of \$39,000 for the 2015 dues assessment, for a total of \$104,000.