



Ramsey County Regional Railroad Authority.  
Records.

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The Ramsey County Regional Railroad Authority met in regular session at 9:23 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 September 6, 2016 is Presented for Approval

VOTING

Motion by: Toni Carter

Second by: Mary Jo McGuire

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

3. Minutes of August 16, 2016 are Presented for Approval

VOTING

Motion by: Jim McDonough

Second by: Blake Huffman

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

ADMINISTRATIVE ITEMS

4. United States Bicycle Route 41 (B2016-19)

VOTING

Motion by: Blake Huffman

Second by: Victoria Reinhardt

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



WHEREAS, The Ramsey County Regional Railroad Authority purchased the Burlington Northern Railroad Corridor from Kellogg Boulevard to Beam Avenue, from the Burlington Northern Railroad on December 17, 1992; and,

WHEREAS, The Ramsey County Regional Railroad Authority approved the purchase of an extension of the corridor from Beam Avenue to I-694 on April 2, 2013 from the City of Maplewood; and,

WHEREAS, The Purchase of this property was made to preserve the corridor for future transit use; and

WHEREAS, on April 13, 1993 the Ramsey County Regional Railroad Authority entered into a Joint Powers Agreement with Ramsey County and the City of Saint Paul to allow for a multi-use trail, the Bruce Vento Regional Trail, to be placed upon the property; and

WHEREAS, The Bruce Vento Trail was subsequently placed upon the Ramsey County Regional Railroad Authority property via a Joint Powers Agreement between the Ramsey County Regional Railroad Authority, Ramsey County and the City of Saint Paul; and

WHEREAS, The United States Bicycle Route System is an effort to officially designate over 50,000 miles of bike routes throughout the country, with a goal of making cycling easier for cross-country travel, regional bicycle touring and commuting; and

WHEREAS, The American Association of State Highway and Transportation Officials has designated a corridor connecting Saint Paul to Grand Portage State Park, via Duluth, to be developed as United States Bicycle Route 41; and

WHEREAS, The Minnesota Department of Transportation in cooperation with road and trail authorities has proposed a specific route to be designated as United States Bicycle Route 41, a map of which is herein incorporated into this resolution by reference; and

WHEREAS, The Minnesota Department of Transportation has convened several public open houses and offered online public comment opportunities throughout the corridor to gather information and review route alternatives; and

WHEREAS, The proposed United States Bicycle Route 41 traverses through Ramsey County and is expected to provide a benefit to local residents and businesses; and

WHEREAS, The Route utilizes a portion of the Bruce Vento Regional Trail traveling along Ramsey County Regional Railroad Authority owned property from downtown Saint Paul to the Gateway State Trail in Maplewood; and

WHEREAS, The Ramsey County Regional Railroad Authority owned property was purchased for future transit use and is currently being analyzed for transit use through the Rush Line Corridor Pre-Project Development Study; and

WHEREAS, The Ramsey County Regional Railroad Authority is committed to co-locating the Bruce Vento Regional Trail and transit on its property wherever feasible; and

WHEREAS, The Minnesota Department of Transportation will continue to maintain statewide mapping and information regarding United States Bicycle Route 41, convene meetings and facilitate resolving issues and future alignment revisions within the State, including shifting a portion of the trail through Ramsey County to the Bruce Vento Regional Trail when adequate sections are completed and including any alignment changes necessitated by transit utilizing the Ramsey County Regional Railroad Authority property; and

WHEREAS, Ramsey County Regional Railroad Authority has duly considered said proposed route and determined it will be a suitable temporary route through Ramsey County and desires that the route be formally designated so that it can be appropriately mapped and signed, thereby promoting bicycle tourism locally and throughout Minnesota along the corridor; Now, Therefore Be It

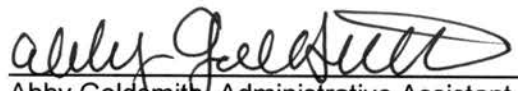
RESOLVED, The Ramsey County Regional Railroad Authority approves and supports the development of United States Bicycle Route 41; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority requests that the appropriate government officials take action to officially designate the route accordingly; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority requests that any designation of United States Bicycle Route 41 utilizing Ramsey County Regional Railroad Authority property identify that the property is being preserved for future transit use which may result in the co-location of transit and United States Bicycle Route 41.

CORRIDOR UPDATES – Discussion may be found on archived video.

ADJOURNMENT – Chair Ortega declared the meeting adjourned at 9:55 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, September 06, 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. **R2016-54      Agenda of September 6, 2016 is Presented for Approval**  
  
Approve the agenda of September 6, 2016.
  
  3. **R2016-55      Minutes of August 16, 2016 are Presented for Approval**  
  
Approve the minutes of August 16, 2016.
  
  4. **R2016-53      United States Bicycle Route 41**
    1. Approve and support the development of United States Bicycle Route 41
    2. Request that the appropriate government officials take action to officially designate the route accordingly.
    3. Request that any designation of United States Bicycle Route 41 utilizing Ramsey County Regional Railroad Authority property identify that the property is being preserved for future transit use which may result in the co-location of transit and United States Bicycle Route 41.

**Corridor Updates**

**Adjournment**

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-54

Committee: Regional Railroad Authority

Meeting Date: 9/6/2016

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**SUBJECT: Agenda of September 6, 2016 is Presented for Approval**

**REQUESTED ACTION**

Approve the agenda of September 6, 2016.

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-55

Committee: Regional Railroad Authority

Meeting Date: 9/6/2016

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**SUBJECT: Minutes of August 16, 2016 are Presented for Approval**

**REQUESTED ACTION**

Approve the minutes of August 16, 2016.

**ATTACHMENTS**

1. Draft Minutes

ST. PAUL, MINNESOTA

RAMSEY COUNTY, MINNESOTA  
Tuesday, August 16, 2016

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 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.

**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 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.

**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.

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Sandra Jacobson, Administrative Secretary

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

Requesting Department: Regional Railroad Authority / Economic Growth  
& Community Investment Service Team

R2016-53

Committee: Regional Railroad Authority

Meeting Date: 9/6/2016

**SUBJECT: United States Bicycle Route 41**

**REQUESTED ACTION**

1. Approve and support the development of United States Bicycle Route 41
2. Request that the appropriate government officials take action to officially designate the route accordingly.
3. Request that any designation of United States Bicycle Route 41 utilizing Ramsey County Regional Railroad Authority property identify that the property is being preserved for future transit use which may result in the co-location of transit and United States Bicycle Route 41.

**EXECUTIVE SUMMARY**

The United States Bicycle Route System is an effort to officially designate over 50,000 miles of bike routes throughout the country. The goal is to make cycling easier for cross-country travel, regional bicycle touring, and commuting. Additionally, by numbering the routes it will make the network more visible and encourage its use which is expected to grow bicycle tourism and local economies.

The American Association of State Highway and Transportation Officials has designated a corridor connecting Saint Paul to Grand Portage State Park, via Duluth, to be developed as United States Bicycle Route (USBR) 41. The Minnesota Department of Transportation (MnDOT), in cooperation with road and trail authorities, has proposed a specific route for USBR 41. The proposed route is based on comments received by MnDOT during public engagement activities and their work with owners of the facilities along the proposed route. Where practical the route will be a part of local bicycle networks. The route will be approximately 325 miles long.

The proposed USBR 41 traverses through Ramsey County from St. Paul along the Bruce Vento Regional Trail, east onto the Gateway Trail, through North St. Paul and eventually north along McKnight to White Bear Lake. The route then travels through White Bear Lake on various roads and trails to the Washington County Border. The future plan is to re-route the trail exclusively on the Bruce Vento Trail when viable. USBR 41 is expected to provide a benefit to local residents and businesses.

MnDOT will be responsible for maintaining statewide mapping and information regarding USBR 41, will convene meetings and facilitate resolving issues and future alignment revisions with the State, including shifting a portion of the trail through Ramsey County to the Bruce Vento Regional Trail when adequate sections are completed.

MnDOT has requested that all jurisdictions pass a resolution of support for USBR 41 so that they can work to designate the route. Maps of the proposed route between St. Paul and Grand Portage State Park and a Ramsey County specific map are attached. The Ramsey County Board will be bringing forward the same request for action by Parks & Recreation.

## United States Bicycle Route 41

Ramsey County Regional Railroad Authority (RCRRA) staff has considered the proposed route and determined that it impacts RCRRA property. Specifically, it impacts RCRRA property purchased in 1992 for transit use. This property from downtown St. Paul to the Gateway State Trail is currently being used by the Bruce Vento Regional Trail via a Joint Powers Agreement (JPA) between Ramsey County, City of Saint Paul and the RCRRA. It is also subject to the ongoing Rush Line Corridor Pre-Project Development Study between downtown St. Paul and Forest Lake. This study is analyzing the possibility of utilizing the RCRRA property for both bus and rail transit. While the RCRRA has expressed its commitment to co-locating transit and the trail together, it is important that USBR 41 not negatively impact the ability of the RCRRA to utilize its property for future transit use, the use it was purchased for in 1992. Where USBR 41 identifies use of the Bruce Vento Regional Trail for its route, it is important that it is clarified that the property was purchased and is being preserved for potential transit use.

### **FISCAL IMPACT**

No budgetary impact.

### **COUNTY MANAGER COMMENTS**

United States Bicycle Route (USBR) 41 identifies the use of a portion of the Bruce Vento Regional Trail which sits on property owned by the RCRRA. The RCRRA purchased the property to preserve it for potential transit use. This identified use could result in the need to co-locate transit and USBR 41 along RCRRA property. By collaborating on this designated bike route, the RCRRA is supporting the Ramsey County goals of strengthening individual, family and community health, enhancing the local economy, and improving neighborhoods and communities.

### **PREVIOUS ACTION**

None.

### **ATTACHMENTS**

1. Draft Resolution
2. Development of US Bicycle Route 41
3. Overall Route for US Bicycle Route 41
4. Ramsey County Route for US Bike Route 41

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority purchased the Burlington Northern Railroad Corridor from Kellogg Boulevard to Beam Avenue, from the Burlington Northern Railroad on December 17, 1992; and,

WHEREAS, The Ramsey County Regional Railroad Authority approved the purchase of an extension of the corridor from Beam Avenue to I-694 on April 2, 2013 from the City of Maplewood; and,

WHEREAS, The Purchase of this property was made to preserve the corridor for future transit use; and

WHEREAS, on April 13, 1993 the Ramsey County Regional Railroad Authority entered into a Joint Powers Agreement with Ramsey County and the City of Saint Paul to allow for a multi-use trail, the Bruce Vento Regional Trail, to be placed upon the property; and

WHEREAS, The Bruce Vento Trail was subsequently placed upon the Ramsey County Regional Railroad Authority property via a Joint Powers Agreement between the Ramsey County Regional Railroad Authority, Ramsey County and the City of Saint Paul; and

WHEREAS, The United States Bicycle Route System is an effort to officially designate over 50,000 miles of bike routes throughout the country, with a goal of making cycling easier for cross-country travel, regional bicycle touring and commuting; and

WHEREAS, The American Association of State Highway and Transportation Officials has designated a corridor connecting Saint Paul to Grand Portage State Park, via Duluth, to be developed as United States Bicycle Route 41; and

WHEREAS, The Minnesota Department of Transportation in cooperation with road and trail authorities has proposed a specific route to be designated as United States Bicycle Route 41, a map of which is herein incorporated into this resolution by reference; and

WHEREAS, The Minnesota Department of Transportation has convened several public open houses and offered online public comment opportunities throughout the corridor to gather information and review route alternatives; and

WHEREAS, The proposed United States Bicycle Route 41 traverses through Ramsey County and is expected to provide a benefit to local residents and businesses; and

WHEREAS, The Route utilizes a portion of the Bruce Vento Regional Trail traveling along Ramsey County Regional Railroad Authority owned property from downtown Saint Paul to the Gateway State Trail in Maplewood; and

WHEREAS, The Ramsey County Regional Railroad Authority owned property was purchased for future transit use and is currently being analyzed for transit use through the Rush Line Corridor Pre-Project Development Study; and

WHEREAS, The Ramsey County Regional Railroad Authority is committed to co-locating the Bruce Vento Regional Trail and transit on its property wherever feasible; and

52 WHEREAS, The Minnesota Department of Transportation will continue to maintain  
53 statewide mapping and information regarding United States Bicycle Route 41, convene  
54 meetings and facilitate resolving issues and future alignment revisions within the State,  
55 including shifting a portion of the trail through Ramsey County to the Bruce Vento Regional Trail  
56 when adequate sections are completed and including any alignment changes necessitated by  
57 transit utilizing the Ramsey County Regional Railroad Authority property; and  
58

59 WHEREAS, Ramsey County Regional Railroad Authority has duly considered said  
60 proposed route and determined it will be a suitable temporary route through Ramsey County  
61 and desires that the route be formally designated so that it can be appropriately mapped and  
62 signed, thereby promoting bicycle tourism locally and throughout Minnesota along the corridor;  
63 Now, Therefore Be It  
64

65 RESOLVED, The Ramsey County Regional Railroad Authority approves and supports  
66 the development of United States Bicycle Route 41; and Be It Further  
67

68 RESOLVED, The Ramsey County Regional Railroad Authority requests that the  
69 appropriate government officials take action to officially designate the route accordingly; and Be  
70 It Further  
71

72 RESOLVED, The Ramsey County Regional Railroad Authority requests that any  
73 designation of United States Bicycle Route 41 utilizing Ramsey County Regional Railroad  
74 Authority property identify that the property is being preserved for future transit use which may  
75 result in the co-location of transit and United States Bicycle Route 41.



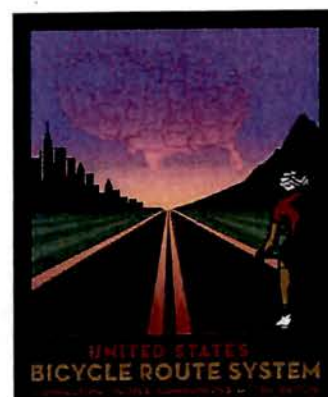


## DEVELOPING U.S. BICYCLE ROUTE 41 - ST. PAUL TO GRAND PORTAGE STATE PARK

### U.S. Bicycle Routes – Background



- The U.S. Bicycle Route System is an emerging network of numbered cross country bicycle routes developed to connect people to cities and places.
- The AASHTO (American Association of State Highway and Transportation Officials) Special Committee on Route Numbering officially designates each numbered route in the USBRS.
- MnDOT identified U.S. Bicycle Route 41 as a priority corridor in its Statewide Bicycle System Plan.
- The Statewide Bicycle System Plan illustrates routes people can use to travel to and between Minnesota cities by bicycle. The proposed routes were developed based on comments from a cross-section of people statewide.
- USBR 41 will be Minnesota's second USBR. USBR 45/Mississippi River Trail is the first. As of October 2015, 11,053 miles of U.S. Bicycle Routes have been established in 23 states.
- Adventure Cycling Association is working with all 50 states to develop the U.S. Bicycle Route System. A U.S. bicycle route can create more visibility for cycling across the country and help expand bicycle tourism and enhance local economies with little investment.



### Planning U. S. Bicycle Route 41

- USBR 41 will link St. Paul to Grand Portage State Park, via Duluth. It will be approximately 325 miles long.
- U.S. Bicycle Route 41 is a designation only; it is intended to complement—not compete—with local bicycle facility planning. It is intended to build upon communities' efforts and help move local bicycle plans forward.
- Using route-selection criteria prioritized through public input, MnDOT will work with partners to combine existing roads and trails to create a continuous bicycle route that's "ride-ready".
- USBR 41 will be planned with adjacent network connections in mind. It will connect to communities, points of interest, and businesses/services bicyclists need. USBR 41 will be developed to enhance local communities through:
  - **Network connections.** Where practical, USBR 41 will be part of a local bikeway network, connect to a local network, or enhance the network to serve visitors and residents for transportation and recreation.
  - **Serving bicyclists' needs.** Connects to or near local services, such as lodging/camping, grocery stores, restaurants, bike shops, hardware stores, libraries, etc.





- **Enhancing local economy.** Represents a modest opportunity for businesses to profit from new or more frequent bicyclists seeking local services.
- **Improving health.** Encourages healthy, active transportation and recreation. In addition, seek to reach a new audience of bicyclists, particularly those identified as “interested but concerned”, to help create a demographic mode shift.
- **Improving neighborhoods and communities.** Includes equity and diversity as factors in route planning and decision-making, with the intent to help increase bicycling in underserved/non-traditional neighborhoods.
- **Cost effectiveness.** Uses existing bicycle facilities, which require no additional land acquisition or development costs.
- **Adventure.** Introduces visitors and residents to exploration and new experiences.
- **State and national significance.** Connects communities to the state bikeway network and to routes designated within the [U.S. Bicycle Route System’s national corridor plan](#).
- For those most comfortable bicycling off-road, USBR 41 will include many segments of continuous trails and paths. Maps will clearly identify those segments.



### Designating and Promoting U. S. Bicycle Route 41



- MnDOT seeks willing partners; success depends on partnerships—from developing to promoting the route.
- Designation requires a resolution of support from local road and trail authorities where USBR 41 is located.
- USBR 41 will be part of Minnesota’s statewide bicycle network. MnDOT will continue to lead USBRS work. As part of the USBR 41 project, MnDOT is developing a Minnesota guide that will identify protocol for planning, implementing, managing and promoting state and U. S. bicycle routes.
- If all U.S. Bicycle Route 41 planning and map work is completed this summer, MnDOT intends to designate the route in October 2016. If not complete, MnDOT will submit an application to designate the route at the next scheduled date: May 2017.

### Relationship to State and Local Trails and Bicycle Facilities

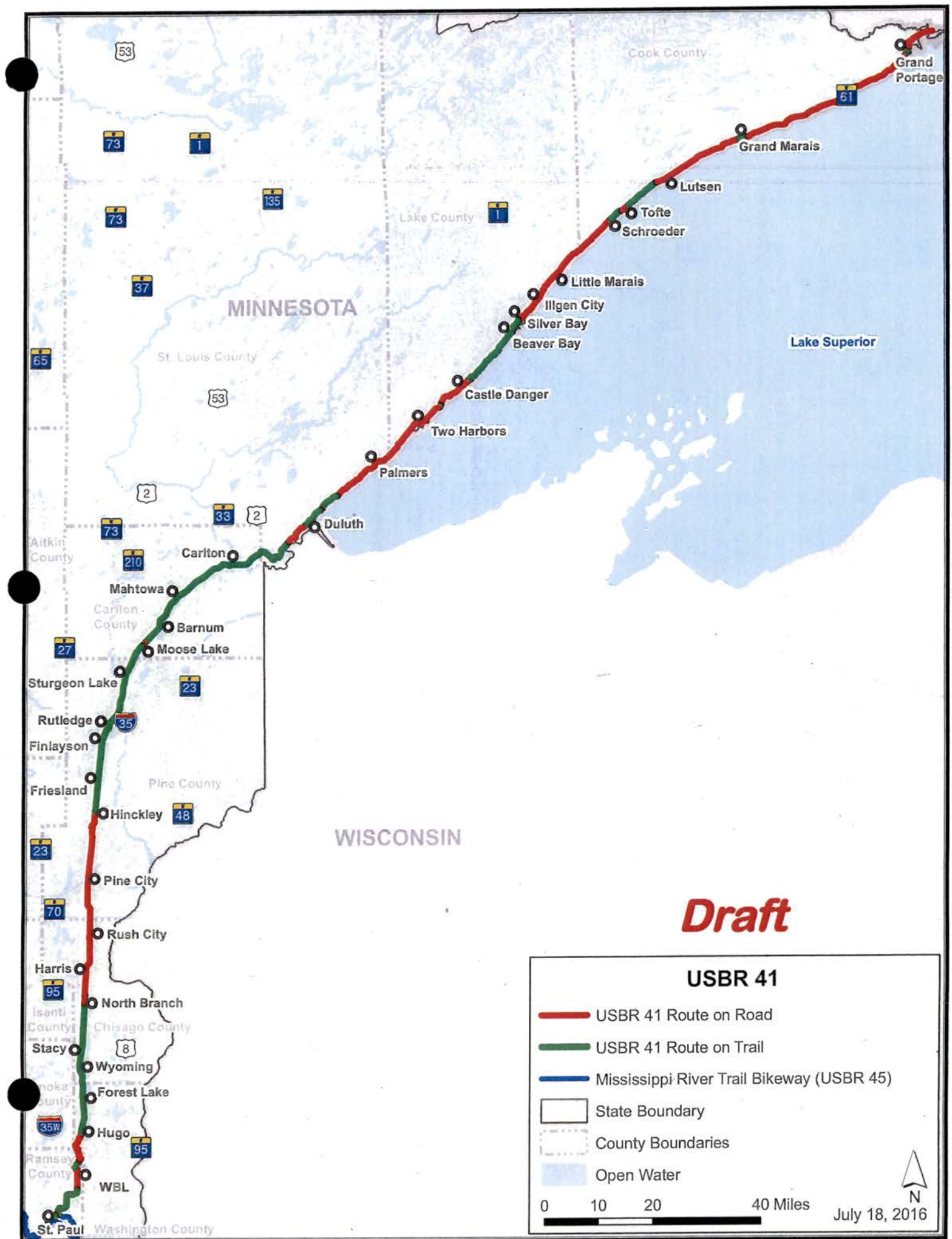
- U. S. Bicycle Route 41 will combine existing roads and trails. In some cases, USBR 41 may provide an interim roadway connection within a local or state bicycle trail network, closing a gap until funding is available to fully build continuous trail segments.
- USBR 41 may bring additional value to existing and planned bicycle facilities. For example, a local trail typically serves bicyclists from nearby, but if common with USBR 41, it also may serve bicyclists from afar or travelling long distances. By serving multiple users under a joint purpose, USBR 41 may help future local bicycle initiatives more easily raise funds and be constructed more quickly.
- USBR 41 will evolve. It will change as viable, locally-led improvements occur that are compatible with USBR 41 route criteria and better-serve a broad range of bicyclists.

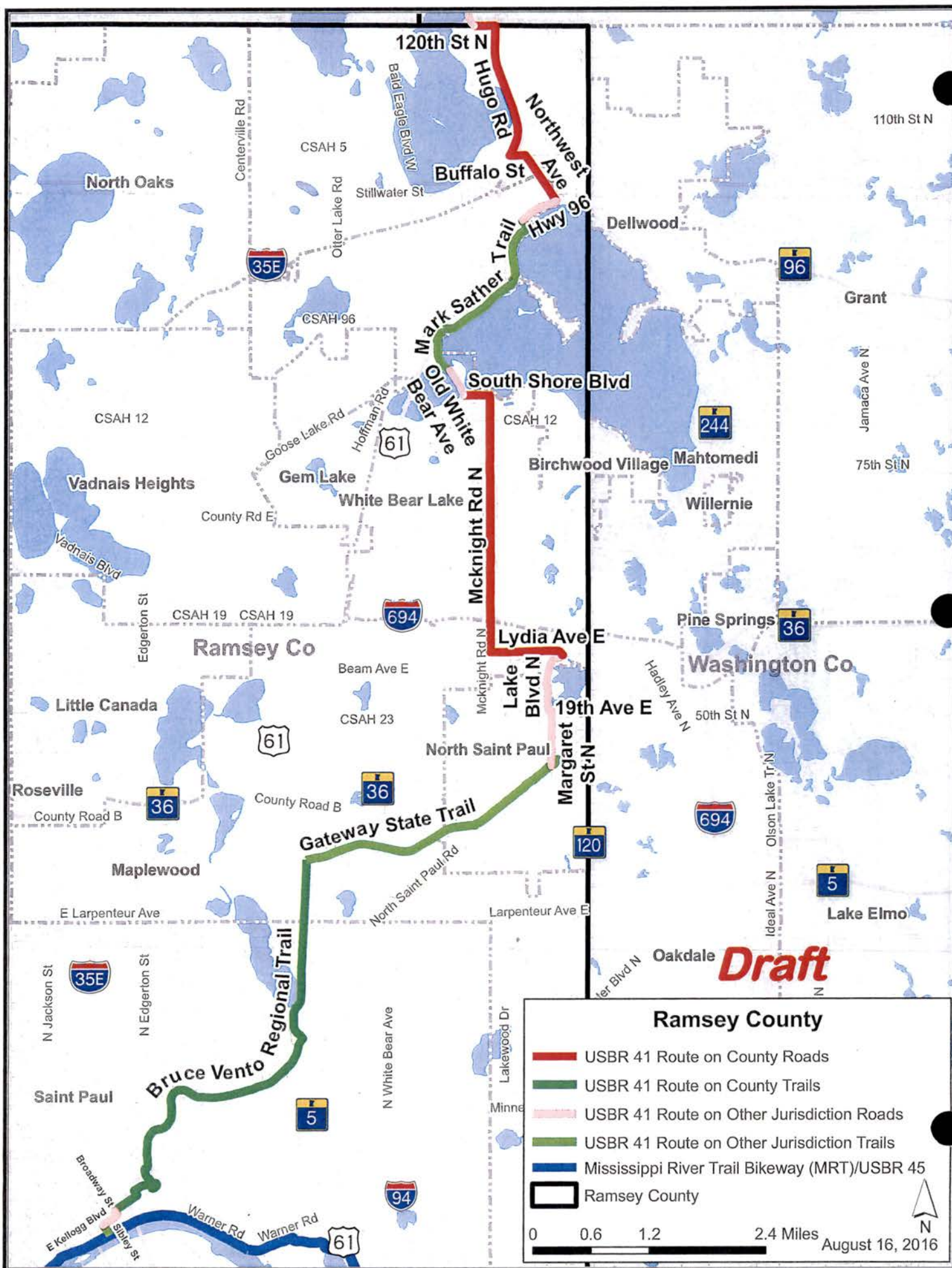


USBR 41 info: <http://www.dot.state.mn.us/bike/usbr41/>

Contact: Liz Walton; Minnesota Department of Transportation. [Liz.walton@state.mn.us](mailto:Liz.walton@state.mn.us); 651-366-4186









The Ramsey County Regional Railroad Authority met in regular session at 9:31 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 September 13, 2016 is 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   |    |        |        |

3. Minutes of September 6, 2016 are 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   |    |        |        |

ADMINISTRATIVE ITEM

4. Lease Agreement with The Hertz Corporation at Union Depot

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 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 transportation and retail; and

WHEREAS, The Ramsey County Regional Railroad Authority contracts with JLL for real estate broker services including advertising available leasable space at Union Depot, and

WHEREAS, The Ramsey County Regional Railroad Authority seeks to provide rental car services throughout the day to passengers and visitors as well as to the residents of the community; and

WHEREAS, The Hertz Corporation desires to lease space at Union Depot for their rental car business; and

WHEREAS, The Hertz Corporation and Ramsey County Regional Railroad Authority have agreed upon a rental rate structure consistent with market rates for "B" class buildings in downtown St. Paul for space to support the rental car business of The Hertz Corporation; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a two year lease agreement for 434 square feet of space and a license area in Union Depot, 214 4<sup>th</sup> St. E., Saint Paul, Minnesota, 55101, with The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928 for the anticipated period of November 1, 2016 through October 31, 2018, at the rate of \$1,000 per month, or a total of \$24,000, to operate their rental car business; and Be It Further

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

#### POLICY ITEM

5. Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2017 Budget

#### 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   |    |        |        |

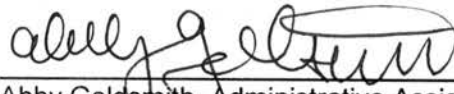
WHEREAS, The Proposed Property Taxes Law (M.S. 275.065) requires the Ramsey County Regional Railroad Authority (RCRRA), as a special taxing district, to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2016; and

WHEREAS, An important provision of the Proposed Property Taxes Law is that the approved tax levy for the 2017 RCRRA budget cannot be more than the proposed maximum tax levy certified by the RCRRA; and

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

RESOLVED, The Ramsey County Regional Railroad Authority approves the proposed maximum tax levy of \$21,180,710 to finance the 2017 Ramsey County Regional Railroad Authority Budget, which in accordance with the Proposed Property Taxes Law, must be certified to the Department of Property Records and Revenue by September 15, 2016.

6. CORRIDOR UPDATES – Discussion can be found on archived video.
7. Chair Ortega declared the meeting adjourned at 9:38 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, September 13, 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. R2016-57 Agenda of September 13, 2016 is Presented for Approval**

Approve the Agenda of September 13, 2016.

**3. R2016-58 Minutes of September 6, 2016 are Presented for Approval**

Approve the minutes of September 6, 2016.

**ADMINISTRATIVE ITEM**

**4. R2016-56 Lease Agreement with The Hertz Corporation at Union Depot**

1. Approve a two year lease agreement for 434 square feet of space and a license area in Union Depot, 214 4<sup>th</sup> Street East, Saint Paul, MN 55101 with The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928 for the anticipated period of November 1, 2016 through October 31, 2018, at the rate of \$1,000 per month, or a total of \$24,000, to operate their rental car business.
2. Authorize the Chair to execute the lease agreement.

**POLICY ITEM**

**5. R2016-52 Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2017 Budget**

Approve the proposed maximum tax levy of \$21,180,710 to finance the 2017 Ramsey County Regional Railroad Authority Budget, which in accordance with the Proposed Property Taxes Law, must be certified to the Department of Property Records and Revenue by September 15, 2016.

**6. CORRIDOR UPDATES**

**7. ADJOURNMENT**

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-57

Committee: Regional Railroad Authority

Meeting Date: 9/13/2016

---

**SUBJECT: Agenda of September 13, 2016 is Presented for Approval**

**REQUESTED ACTION**

Approve the Agenda of September 13, 2016.

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-58

Committee: Regional Railroad Authority

Meeting Date: 9/13/2016

---

**SUBJECT: Minutes of September 6, 2016 are Presented for Approval**

**REQUESTED ACTION**

Approve the minutes of September 6, 2016.

**ATTACHMENTS**

1. Draft Minutes from September 6, 2016.

The Ramsey County Regional Railroad Authority met in regular session at 9:23 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 September 6, 2016 is Presented for Approval

VOTING

Motion by: Toni Carter

Second by: Mary Jo McGuire

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

3. Minutes of August 16, 2016 are Presented for Approval

VOTING

Motion by: Jim McDonough

Second by: Blake Huffman

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

ADMINISTRATIVE ITEMS

4. United States Bicycle Route 41 (B2016-19)

VOTING

Motion by: Blake Huffman

Second by: Victoria Reinhardt

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

WHEREAS, The Ramsey County Regional Railroad Authority purchased the Burlington Northern Railroad Corridor from Kellogg Boulevard to Beam Avenue, from the Burlington Northern Railroad on December 17, 1992; and,

WHEREAS, The Ramsey County Regional Railroad Authority approved the purchase of an extension of the corridor from Beam Avenue to I-694 on April 2, 2013 from the City of Maplewood; and,

WHEREAS, The Purchase of this property was made to preserve the corridor for future transit use; and

WHEREAS, on April 13, 1993 the Ramsey County Regional Railroad Authority entered into a Joint Powers Agreement with Ramsey County and the City of Saint Paul to allow for a multi-use trail, the Bruce Vento Regional Trail, to be placed upon the property; and

WHEREAS, The Bruce Vento Trail was subsequently placed upon the Ramsey County Regional Railroad Authority property via a Joint Powers Agreement between the Ramsey County Regional Railroad Authority, Ramsey County and the City of Saint Paul; and

WHEREAS, The United States Bicycle Route System is an effort to officially designate over 50,000 miles of bike routes throughout the country, with a goal of making cycling easier for cross-country travel, regional bicycle touring and commuting; and

WHEREAS, The American Association of State Highway and Transportation Officials has designated a corridor connecting Saint Paul to Grand Portage State Park, via Duluth, to be developed as United States Bicycle Route 41; and

WHEREAS, The Minnesota Department of Transportation in cooperation with road and trail authorities has proposed a specific route to be designated as United States Bicycle Route 41, a map of which is herein incorporated into this resolution by reference; and

WHEREAS, The Minnesota Department of Transportation has convened several public open houses and offered online public comment opportunities throughout the corridor to gather information and review route alternatives; and

WHEREAS, The proposed United States Bicycle Route 41 traverses through Ramsey County and is expected to provide a benefit to local residents and businesses; and

WHEREAS, The Route utilizes a portion of the Bruce Vento Regional Trail traveling along Ramsey County Regional Railroad Authority owned property from downtown Saint Paul to the Gateway State Trail in Maplewood; and

WHEREAS, The Ramsey County Regional Railroad Authority owned property was purchased for future transit use and is currently being analyzed for transit use through the Rush Line Corridor Pre-Project Development Study; and

WHEREAS, The Ramsey County Regional Railroad Authority is committed to co-locating the Bruce Vento Regional Trail and transit on its property wherever feasible; and

WHEREAS, The Minnesota Department of Transportation will continue to maintain statewide mapping and information regarding United States Bicycle Route 41, convene meetings and facilitate resolving issues and future alignment revisions within the State, including shifting a portion of the trail through Ramsey County to the Bruce Vento Regional Trail when adequate sections are completed and including any alignment changes necessitated by transit utilizing the Ramsey County Regional Railroad Authority property; and



WHEREAS, Ramsey County Regional Railroad Authority has duly considered said proposed route and determined it will be a suitable temporary route through Ramsey County and desires that the route be formally designated so that it can be appropriately mapped and signed, thereby promoting bicycle tourism locally and throughout Minnesota along the corridor; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves and supports the development of United States Bicycle Route 41; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority requests that the appropriate government officials take action to officially designate the route accordingly; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority requests that any designation of United States Bicycle Route 41 utilizing Ramsey County Regional Railroad Authority property identify that the property is being preserved for future transit use which may result in the co-location of transit and United States Bicycle Route 41.

CORRIDOR UPDATES – Discussion can be found on archived video.

ADJOURNMENT – Chair Ortega declared the meeting adjourned at 9:55 a.m.

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Abby Goldsmith, Administrative Assistant  
County Manager's Office

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-56

Committee: Regional Railroad Authority

Meeting Date: 9/13/2016

---

**SUBJECT: Lease Agreement with The Hertz Corporation at Union Depot**

**REQUESTED ACTION**

1. Approve a two year lease agreement for 434 square feet of space and a license area in Union Depot, 214 4<sup>th</sup> Street East, Saint Paul, MN 55101 with The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928 for the anticipated period of November 1, 2016 through October 31, 2018, at the rate of \$1,000 per month, or a total of \$24,000, to operate their rental car business.
2. Authorize the Chair to execute the lease agreement.

**EXECUTIVE SUMMARY**

The Ramsey County Regional Railroad Authority (RCRRA) renovated Union Depot into a multi-modal transit and transportation hub with space for use by transit and transportation providers, a bike center, and a limited amount of retail. RCRRA through JLL, real estate broker, advertises the available leasable space at Union Depot. The Hertz Corporation responded to JLL to lease space at Union Depot for a car rental business and its operations in connection with that use. The Hertz Corporation will serve the rental car requirements of passengers at Union Depot as well as those of the surrounding community.

A two (2) year lease has been negotiated to provide 434 square feet of space for the rental counter and office, as well as a license area consisting of: a) six (6) parking stalls for rental car customers to pick up and drop off rental cars, b) ten (10) secure storage bays for up to twenty (20) rental vehicles accessible only by employees, and c) one (1) bay with electric power service for use in vacuuming vehicles rented at Union Depot.

The Hertz Corporation will take possession of the space following execution of the lease agreement. The Hertz Corporation will be responsible for completing and funding tenant improvements, within 30 days of possession, including furniture and fixture installation and installation of communications cabling and equipment. The anticipated opening of the car rental business and start of the two (2) year term is November 1, 2016. The monthly base rent throughout the two (2) year term is \$1,000 or \$24,000 for the two (2) year term. The rate structure is consistent with market rates for class "B" space in downtown Saint Paul. RCRRA will complete landlord work to provide electrical power to the license area, the one designated bay for use in vacuuming vehicles, in an estimated amount of \$3,000. There is no tenant improvement allowance. The lease termination date is expected to be October 31, 2018.

**FISCAL IMPACT**

The lease agreement with The Hertz Corporation will generate rental income in the amount of \$1,000 per month effective November 2016. Rental income over the term will be \$24,000.

Revenue associated with leases at Union Depot was estimated in the RCRRA 2016 and 2017 Union Depot operating budget. RCRRA will complete landlord work in the license area in an amount

Lease Agreement with The Hertz Corporation for Union Depot

estimated at \$3,000. Funds for this landlord work are available in the RCRRRA 2016 Union Depot operating budget.

**COUNTY MANAGER COMMENTS**

Ramsey County Regional Railroad Authority approval is required for all real estate transactions.

**PREVIOUS ACTION**

None.

**ATTACHMENTS**

1. Draft Resolution
2. Lease 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 transportation and retail; and

WHEREAS, The Ramsey County Regional Railroad Authority contracts with JLL for real estate broker services including advertising available leasable space at Union Depot, and

WHEREAS, The Ramsey County Regional Railroad Authority seeks to provide rental car services throughout the day to passengers and visitors as well as to the residents of the community; and

WHEREAS, The Hertz Corporation desires to lease space at Union Depot for their rental car business; and

WHEREAS, The Hertz Corporation and Ramsey County Regional Railroad Authority have agreed upon a rental rate structure consistent with market rates for "B" class buildings in downtown St. Paul for space to support the rental car business of The Hertz Corporation; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a two year lease agreement for 434 square feet of space and a license area in Union Depot, 214 4<sup>th</sup> St. E., Saint Paul, Minnesota, 55101, with The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928 for the anticipated period of November 1, 2016 through October 31, 2018, at the rate of \$1,000 per month, or a total of \$24,000, to operate their rental car business; and Be It Further

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

**LEASE AGREEMENT**

UNION DEPOT

SAINT PAUL, MN

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY,

AS LANDLORD

AND

THE HERTZ CORPORATION

AS TENANT



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## LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of \_\_\_\_\_, 2016 (the "Effective 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 The Hertz Corporation., a Delaware corporation ("Tenant").

### RECITALS:

A. Under the authority of Minnesota Statutes Chapter 398A Landlord has been given the authority to provide for the preservation and improvement of local rail service for agriculture, industry or passenger traffic (the "Governmental Program").

B. Landlord is the fee owner of the land (the "Real Property"), building and improvements located at 214 East 4<sup>th</sup> Street, Saint Paul, Minnesota, commonly known as "Union Depot".

C. Landlord has improved and operates Union Depot as a multi-modal transit and transportation hub in furtherance of and to conduct the Governmental Program.

D. Under the provisions contained in Laws of Minnesota 2001, Chapter 93, Sec. 11, Subd. 5 (the "G.O. Bonding legislation") the State of Minnesota has allocated \$10,267,500 under the grants (together, the "G.O. Grant"), given to Landlord (the "Public Entity") to assist in certain capital improvements and betterments of the Real Property as more particularly described and specified in the Amended and Restated Grant Agreement for Project No. 091-595-028 (\$9,767,500) dated November 10, 2014 and the Grant Agreement – Construction Grant (\$500,000) dated August 20, 2014 (together, the "Grant Agreement") and providing that Landlord, as the Public Entity, operate the Governmental Program at Union Depot and more specifically at the "Facility" as more particularly described in the Grant Agreement.

E. Landlord and Tenant desire and intend that in furtherance of the Governmental Program Tenant operate an area within the Facility by providing passenger vehicle rental services available to the multi-modal transportation users of and at Union Depot.

F. Landlord is entering into this Lease under the authority of Minnesota Statutes Chapter 398A for the purpose of operating the Governmental Program through having the multi-modal transportation hub including Tenant's use. Tenant's use is in support of and in conjunction with and an element of the Landlord's program for Union Depot.

G. Landlord and Tenant desire and intend that this Lease be in furtherance of and conform to the requirements of Use Contracts as defined in the Grant Agreement.

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

### DATA SHEET

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

- (a) "Union Depot": The multi-modal transit and transportation hub, including the Building and the Property, and all other improvements thereon, commonly known as the Union Depot and generally

located at 214 East 4<sup>th</sup> Street, Saint Paul, Minnesota 55101. The Facility as defined in the G.O. Agreement is located at Union Depot and encompasses a portion of Union Depot.

- (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 90, Union Depot, 214 4<sup>th</sup> Street East, Saint Paul, MN 55101. The Premises consists of 434 net leasable square feet. Tenant will also be allowed to utilize six (6) parking spaces in the taxi drop off area east of the Premises for customer pick up and drop off of vehicles as shown on Exhibit C, ten (10) parking bays in the fenced storage area south of the Premises for Tenant storage of up to twenty (20) vehicles accessible to employees only as shown on Exhibit C, and one (1) parking space near the fenced storage area south of the Premises for Tenant use in vacuuming vehicles, as shown on attached Exhibit C (the three parking areas are together, the "License Area") as further described in Section 1.2 below. The Premises are situated within the Facility in a portion sometimes referred to as the "Kellogg Building", as shown on attached Exhibit D, and having the street address of 240 E. Kellogg Boulevard, Saint Paul, MN 55101.
- (e) "Common Areas": The common areas and common facilities in Union Depot including hallways, public bathrooms, loading docks, common entrances, lobbies, other public portions of the Building, and as further provided in Section 4 below.
- (f) "Additional Rent": In addition to the Base Rent payable by Tenant under the terms and conditions of Section 3 of this Lease, Tenant shall pay to Landlord Additional Rent as provided in Section 3 of this Lease or as otherwise provided in this Lease.
- (g) "Rent": any and all amounts to be paid by Tenant to Landlord as provided in this Lease including, but not limited to, Base Rent and Additional Rent.
- (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) |
|-----------------|--------------------------------------------|------------------------------------------------|
| Lease Years 1-2 | \$1,000                                    | \$12,000                                       |

- (i) "Commencement Date": The later to occur of (a) the date the Landlord delivers vacant possession of the Premises to the Tenant and (b) the Tenant's receipt of City approval to operate and notice therefore to Landlord as further provided in Section 2.2 of this Lease. The anticipated date for (b) is approximately October 1, 2016.
- (j) "Lease Year": The term Lease Year shall mean each twelve month period of the Term commencing on the Rent Commencement Date, except if the Rent Commencement Date is not the first day of a calendar month. If the Rent Commencement Date is not the first day of a calendar month, the First Lease Year shall be the remainder of the month and the ensuing twelve month period and each Lease Year thereafter shall be twelve (12) months.

- (k) "Tenant Improvements": The improvements to the Premises to modify the Premises for Tenant's Use as shown on attached hereto as Exhibit E (the "Plans", as is defined in Section 2 below).
- (l) "Termination Date": September 30, 2018, except as adjusted as provided in Section 2.2 below of this Lease or at Landlord's discretion if Tenant fails to secure City approval to operate within 90 days of lease execution as provided in Section 2.2 below.
- (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 - Site Plan Showing the Parking Area for Use by Tenant  
Exhibit D - Kellogg Building  
Exhibit E - Plans  
Exhibit F - Landlord Rules and Regulations  
Exhibit G - Landlord Sign Criteria/Sign Plan  
Exhibit H - Form of Ratification Agreement

- (n) "Term": The term of this Lease is two (2) years ("Term" or "Lease Term").

- (o) Tenant's Address for Notice:

The Hertz Corporation  
8501 Williams Road  
Estero, Florida 33928  
Attn: Real Estate Department

- (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 an office and the parking area for car rental pick up and drop off for Tenant's business of passenger vehicle rental and for no other use other than what is outlined in this Lease, which use is in furtherance of the Governmental Program.
- (s) "Security Deposit": None.

## TERMS

### SECTION 1 - PREMISES AND TERM

1.1. Premises. Landlord hereby leases to Tenant and Tenant hereby takes from Landlord, subject to the terms and conditions of this Lease (including the Data Sheet) and for the Term set forth above, the Premises identified above, together with the right to use in common with other users of Union Depot the Common Areas, all subject to the reasonable rules and regulations supplied by Landlord as adjusted from time to time, as provided in Section 5 below. Tenant shall also have the right to use the License Area as provided in Section 1.2 below for the purposes and in the manner as provided in Section 6.2 below. The initial Rules and Regulations of Landlord are attached to this Lease as Exhibit F.

1.2. License Area. Tenant shall have access to and the right to use six (6) parking spaces in the taxi drop off area east of the Premises for Tenant's customers pick up and drop off of vehicles as shown on Exhibit C, ten (10) storage bays in the fenced storage area south of the Premises for Tenant storage of up to twenty (20) vehicles accessible to Tenant's employees only as shown on Exhibit C, and one (1) vacuum parking space near the fenced storage area south of the Premises for Tenant's use in vacuuming Tenant's vehicles as shown on attached Exhibit C at any one time for its passenger vehicle rental business (and no other purpose) located in the Common Area as shown on attached Exhibit C, in accordance with the reasonable Rules and Regulations of Landlord. The fenced storage area is not open to the general public and may be accessed only by Landlord, its employees, agents and contractors, including its property manager, and by other tenants of Union Depot and other permitted users as established by Landlord for storage or similar uses. Landlord will designate the bays available for use by Tenant and will provide for Tenant employees to have access using the security system Landlord establishes for controlling access to the fenced area. Landlord shall have the right to temporarily relocate all or portions of the License Area for maintenance and cleaning of the License Area by providing five (5) days written notice to Tenant. Landlord shall have the right to permanently relocate all or portions of the License Area due to business or operations requirements by providing thirty (30) days written notice to Tenant provided such permanent relocation does not impair Tenant business.

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

1.4 Early Termination. This Lease shall terminate upon the termination of the Government Program. If the Government Program is terminated, or changed in a manner that precludes the operation of the Government Program in the portion of Union Depot where the Premises are located, Landlord may, at its sole election, terminate this Lease.

### SECTION 2 - POSSESSION/CONSTRUCTION

2.1. Acceptance of the Premises. The Landlord has improved the Premises with the Tenant Improvements as shown on attached Exhibit B and Tenant takes and accepts the Premises in their "as is" condition, and that Tenant acknowledges that it has inspected the Premises and accepts them in their present condition as suitable for the purposes for which they are leased. Tenant further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by Landlord, except as may be provided in this Section 2 or elsewhere in this Lease. Except as provided in this Section 2, the taking of possession of the Premises by Tenant shall be conclusive evidence that the Premises were at that time in good and satisfactory condition. Prior to the Rent Commencement, Landlord shall install one duplex electrical outlet with locking cover on the south wall adjacent to the one parking space designated for Tenant use in vacuuming vehicles.



2.2 Delivery of Possession. Except as otherwise provided in this Section 2, Landlord shall deliver possession of the Premises on or within seven (7) days from the date Tenant receives City approval to operate as specified above in the Data Sheet as the Commencement Date. Delivery of possession prior to such Commencement Date shall not affect the Termination Date of this Lease. Failure of Landlord to deliver possession of the Premises by the date provided above for the Commencement Date due to any cause beyond Landlord's control, or time required for construction, delays due to material shortages, strikes, or force majeure, (as provided in Section 26.8 below of this Lease) shall automatically postpone the date of commencement of the Term. 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 Rent 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, and the Termination Date shall be adjusted accordingly to be two (2) years from the Rent Commencement Date; 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 Tenant first opens the Premises for business. If Landlord shall be delayed in delivery of the Premises to Tenant due to any delay caused by Tenant (except delays in the establishment of the Notice Date as defined below), or a party employed by Tenant or the agent of Tenant, then in such case the Rent shall be accelerated by the number of days of such delay, and the Rent shall commence the same as if occupancy had been taken by Tenant. Prior to the commencement of the Term, Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left on the Premises. By occupying the Premises as a Tenant, or to install fixtures, facilities or equipment, or to perform finishing work, Tenant shall be conclusively deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this Lease. The parties' obligations under this Lease are expressly contingent upon Tenant obtaining, at Tenant's sole cost and expense, the approvals of the City of St. Paul necessary for Tenant to conduct its car rental business at Union Depot ("Governmental Approval"). Tenant shall proceed in good faith and with due diligence to apply for and pursue the Governmental Approval. If Tenant does not obtain the Governmental Approval and provide Landlord with written notice therefore within ninety (90) days of the Effective Date this Lease, Landlord may at Landlord's discretion terminate the lease. The date Tenant obtains the Governmental Approval and notifies Landlord thereof shall be the "Notice Date" (which be the date notice as provided in Section 19 below) and the Commencement Date set forth in the Data Sheet shall be adjusted to be the Notice Date ("Adjusted Commencement Date"), and the term "Commencement Date" as used in this Section 2 shall mean the same date as the Adjusted Commencement Date.

2.3 Occupancy to Complete Tenant Work. Upon taking occupancy of the Premises, Tenant shall, at Tenant's sole cost and expense, complete the finishing work described on attached Exhibit E to prepare the Premises for Tenant's 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 thirty (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 promptly repair any damages to the Premises of Union Depot by Tenant, or its contractors or agents.

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

### SECTION 3 - RENT

3.1. Base Rent. In consideration of the leasing of the Premises, Tenant agrees to pay to Landlord without setoff, deduction or demand, unless specifically provided for herein, at the address set forth in the Data Sheet, or at such other place as Landlord from time to time may designate in writing, Base Rent as set forth in the Data Sheet, on the Commencement Date and continuing on the first day of each and every month thereafter for the next succeeding months during the balance of the Term, 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 [delivery]. 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 Additional Rent any and 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, furnishing, equipment and other personal property and the Premises to be assessed and billed separately from the property of Landlord ("Tenant's Taxes"). In the event any or all of Tenant's trade fixtures, furnishings, equipment or other personal property, or Tenant's occupancy of the Premises, shall be assessed and taxed with the property of Landlord, Tenant shall, within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's occupancy of the Premises, trade fixtures, furnishings, equipment or other personal property, pay to Landlord as Additional Rent 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 3.12 shall not relieve Tenant of the obligation to timely pay Rent or any amount due on or before the date due, nor any of Landlord's remedies under this Lease, including but not limited to, as provided in Section 16 below.

#### SECTION 4 - TAXES

4.1 Real Estate Taxes. Landlord shall pay all real property taxes and installments of special assessments payable therewith on any of the Union Depot land and improvements payable during the Lease Term, 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

5.1 Common Areas. The term "Common Areas" means that portion of Union Depot now or hereafter available for the common use, convenience or benefit of Landlord, Tenant, other tenants of Union Depot, Landlord's licensees, their employees, customers, and invitees; the general public and the intended users of Union Depot as a mixed use, multi-modal transportation facility, and as determined designated by Landlord (each a "Permitted User" and collectively the "Permitted Users"). The term Common Areas shall include restrooms (as designed by Landlord), parking areas, roadways, walkways, sidewalks, driveways, loading docks and areas, ramps, elevators, streets, stairways, and open and enclosed areas within the Union Depot. Landlord has made no representation as to identity, type, size or number of other tenancies at Union Depot, and Landlord reserves the unrestricted right to change the design or size of Union Depot, the driveways, parking areas, and identity and type of other tenants and add buildings and other structures, provided only that the size of the Premises, reasonable access to the Premises and parking spaces, as provided for in Section 1.2. above, 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 constructed, such use to be common with the Permitted Users (provided, however, that use of the structural elements of Union Depot is reserved to Landlord); and subject to such rules and regulations as may time to time be made by Landlord for the safety, comfort and convenience of the Permitted Users, and as consistent with the use of Union Depot as a mixed use, multi-modal transportation facility, as determined by Landlord (the "Rules and Regulations"). Tenant shall not at any time interfere with the rights of Landlord and other tenants, its and their employees, customers, and invitees, to use any part of the Common Areas. The initial Rules and Regulations are attached to this Lease as Exhibit F. 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. 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 or as the License Area, 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 thirty (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 for Tenant's car rental business and its operations in connection with that use, 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, and (ii) all laws, ordinances, and regulations pertaining to the generation, use, storage, removal, and disposal of hazardous substances. Landlord disclaims any warranty that the Premises are suitable for Tenant's Use. Tenant's use of the Premises shall be subject to the reasonable rules and regulations of Landlord as established from time to time including the initial Rules and Regulations attached hereto, provided that if modifications of the Rules and Regulations result in a material conflict with the terms and conditions expressly set forth in this Lease, or materially impair or interfere with Tenant's use of the Premises and its rights and obligations under this Lease (including the attached Rules and Regulations), this Lease and the attached Rules and Regulations shall control.

6.2 License Area. Tenant shall use the License Area for parking of Tenant's vehicles and for access to and use of those vehicles by Tenant, Tenant's customers, and third-party personnel using or acting in connection with Tenant's business as follows: 1) six (6) Tenant vehicles for Tenant's customers and third-party personnel using or acting in connection with Tenant's business for purposes of drop off and pick up, 2) ten (10) storage bays for up to twenty (20) Tenant vehicles by Tenant employees in a secured fenced area, and 3) one (1) designated vacuum location for Tenant's use to vacuum Tenant's vehicles used by Tenant's customers served out of the Premises. Tenant shall be responsible for the operation and insurance of the License Area as though a portion of the Premises. Tenant may, following review and approval by Landlord, place temporary signs upon the portion of the License Area designated as the six (6) parking spaces for Tenant's use for customer drop off and pick up of vehicles stating that the License Area is for the exclusive use of Tenant's customers. Tenant shall keep the License Area in good, clean condition, free of debris and hazards. Tenant shall maintain the License Area free of trash or rubbish generated from Tenant's vehicles and Tenant shall collect and dispose of vehicle trash and recycling in the receptacles designated at the loading dock. 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. 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, perform or allow performance of any vehicle maintenance other than that specifically identified in Section 6.2 above, conduct any auction, fire, closing-out or bankruptcy sales in or about the Premises, obstruct the Common Areas or use the same for business or display purposes, abuse Union Depot or any of the fixtures or personal property of Union Depot, use plumbing for any purpose other than that for which constructed; make or permit any loud noise or offensive odor to emit from the Premises; create, maintain or permit a nuisance thereon; do any act tending to injure the reputation of Union Depot; place or permit any radio, television, loud speaker or sound amplifier, or other devices similar to any of the foregoing outside of the Premises or at any place where the same may be seen or heard outside of the Premises; where loading and delivery facilities are provided, use or permit to be used entrances for delivery or pick-up of merchandise or supplies to or from the Premises; permit trucks or other delivery vehicles while being used for any such purpose to be parked at any place within Union Depot except at such facilities as are specifically provided for such purpose; nor permit any blinking or flashing light to emit from the Premises.

6.4 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 from 7:30 am through 6:00 pm Monday through Friday and 9:00 am through 1:00 pm Saturday, and at all additional times as Tenant deems beneficial and desirable for operating Tenant's car rental business at Union Depot. Tenant shall make cars available for Tenant's customers at a minimum of 7:30 am through 10:30 pm seven (7) days a week.

#### SECTION 7 – UTILITIES AND SERVICES

7.1 Tenant's Obligations. Tenant shall not install any utility services in the Premises and License Area and may only connect to electrical or other services provided in the Premises and License Area 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 License Area in a good, clean, sanitary and orderly condition. Tenant shall also remove trash, recycling, compost, and debris from the Premises and trash and recycling from the License Area and place in the designated receptacles at the location designated by Landlord for pick-up.

7.2 Landlord's Services. Landlord will provide electric, gas, water, and sewer utilities and services to the Premises commencing upon the date that Landlord first delivers possession of the Premises to Tenant and will provide electric utility and service to the License Area as provided in Section 2.1 above prior to the Rent Commencement Date 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. Landlord will provide for pick-up from the outdoor waste collection site 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 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, including the License Area, 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 and Landlord shall keep and maintain in good repair the electrical system within the License Area, 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 and License Area 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 and License Area in as good order, condition and repair as they were at the time Tenant took possession of the same, reasonable wear and tear and damage from fire and other casualties excepted, and except for Landlord's obligations as provided in Section 8.1 above. Tenant shall keep the Premises and License Area in a neat and sanitary condition and shall not commit any nuisance or waste on the Premises or License Area 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 License Area or Union Depot or by installation or removal of furniture, fixtures, equipment, devices or other property of Tenant, its agents, contractors, or employees, due to carelessness, omission, neglect, improper conduct, or other cause of Tenant, its employees, agents, visitors, or licensees, shall be repaired, restored and replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. All repairs, restorations and replacements shall be in quality and class equal to the original work. Except as provided in Sections 8.1 and 8.2 of this Lease, Landlord shall have the right at Tenant's cost and expense, but shall not be obligated, to make repairs, replacements or improvements of any kind upon the Premises, or any equipment, facilities or fixtures therein contained, or other equipment serving only the Premises even if located outside the Premises. If Landlord exercises its rights pursuant to this Section 8.3, Tenant shall reimburse Landlord for costs and expenses incurred hereunder upon demand. Tenant shall permit no waste, damage, or injury to the Premises 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 shall, except as initially provided by Landlord as shown on the plans, be solely responsible for all interior wall coverings and decorating.

9.2. Alterations. Subject to and except as provided in Section 2 above of this Lease with respect to the work described and as provided for therein, Tenant shall not make any improvements, alterations, additions

or installations in or to the Premises without Landlord's prior written consent. Along with any request for Landlord's consent to, and before commencement of, any such work, (the "Work") and before commencement of or delivery to Union Depot of any materials to be used in the Work, Tenant shall furnish Landlord with plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and except when Landlord, its agent or affiliate is the contractor, an indemnification in such form and amount as may be reasonably satisfactory to Landlord. Tenant agrees to defend and hold Landlord harmless from any and all claims and liabilities of any kind and description that may arise out of or be connected in any way with any such Work to the Premises by Tenant. All Work done by Tenant, its agents, employees, or contractors shall be done in such a manner as to avoid labor disputes. Tenant shall pay the cost of all such Work, and also the cost of painting, restoring, or repairing the Premises and the Union Depot occasioned by such Work. Upon completion of the Work, Tenant shall furnish Landlord with contractor's sworn affidavits and full and final waivers of liens, or receipted bills covering all labor and materials expended and used. The Work shall comply with all insurance requirements and all laws, ordinances, rules and regulations of all governmental authorities and shall be constructed in a good and workmanlike manner. Tenant shall permit Landlord to inspect construction operations in connection with the Work. Tenant shall not be allowed, without Landlord's reasonable approval, to perform such Work if such action results or would result in a labor dispute or otherwise would materially interfere with Landlord's operation of Union Depot, or the use of Union Depot by any authorized user, unless such interference is specifically approved by Landlord in each instance. Tenant shall promptly pay all contractors and 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 resulting from an alternation or change made by the Tenant, and 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 produce, provide and install one signage panel on each of two exterior monument signs (Tenant will provide the graphic only) and one flag sign at the entrance to the Premises for Tenant's signage to be displayed using Tenant's trademark logo/color consistent with the Sign Criteria and Plan on attached Exhibit G. Tenant shall be provided rights to place Tenant trademark logo/color parking space signs consistent with the size of other signage near the License Area, as approved by Landlord, designating the locations of the six (6) parking spaces designated for Tenant use for customer pickup and drop-off of vehicles. Landlord will provide signage designating specific storage bay numbers for Tenant's vehicle storage in the fenced area and will provide signage for the designated vacuum parking space indicating "authorized vehicles only" or other similar content at Landlord discretion. 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. All of Tenant's signage at Union Depot shall be subject to, shall conform to all legal requirements, including zoning laws, including historic preservation requirements, and shall not be installed without the prior written approval of Landlord, which consent shall not be unreasonably withheld. Tenant acknowledges that Union Depot is subject to historic preservation requirements and shall be solely responsible for obtaining any zoning and historic preservation approvals and permits for its signs required by zoning, historic preservation and other agencies, having jurisdiction with respect to the signs.

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

#### SECTION 11 - INSURANCE

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

11.2 Landlord's Liability Insurance. Landlord shall 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. Tenant is permitted to self-insure the following coverages. 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 agrees that it will look to its own property insurance for reimbursement for any loss, damage to or destruction of Tenant's property resulting from fire or other perils covered in the standard property insurance coverage.

(b) Commercial General Liability Insurance.

i. Amounts

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

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

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

(c) Automobile Insurance.

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

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

i. Workers' Compensation as required by Minnesota Statutes.

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

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

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

(g) Certificates of insurance must indicate if the policies are issued pursuant to these requirements. Tenant shall not occupy the Premises until Tenant has obtained the required



insurance and filed (an) acceptable Certificates of Insurance with Landlord. Copies of insurance policies shall be submitted to Landlord upon request.

- (h) Nothing in this Lease shall constitute a waiver by the Landlord or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.
- (i) Certificates shall specifically indicate if policy is written with an admitted or non-admitted carrier. Bests' Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

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

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

#### SECTION 12 – FIRE OR OTHER CASUALTY

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

12.2 Partial Damage to Union Depot. If the Premises are substantially destroyed or rendered wholly untenable for Tenant's Use, Union Depot is not totally damaged or destroyed, Landlord is able to provide Tenant with alternative space within Union Depot for Tenant's Use and Union Depot is suitable as a location for Tenant to provide its car rental business, 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 provided 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

Landlord represents and warrants that no knowledge of any plans by any agency with eminent domain authority to acquire Union Depot by use of eminent domain. For the purposes of this Section 13, the knowledge of Landlord means the actual knowledge of the director of the Ramsey County Regional Railroad Authority ("RCRRA") and the chair of the Board of RCRRA.

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

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

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

#### SECTION 14 - ASSIGNMENT AND SUBLETTING

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

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

#### SECTION 15 - ACCESS TO PREMISES

15.1 Landlord Access. Landlord shall have the right to enter upon the Premises and License Area immediately in the event of emergency and during all business hours for the purpose of inspecting the same or of making repairs, additions or alterations thereto or to Union Depot or for the purpose of exhibiting the same to prospective tenants, purchasers or others. At any time 90 days or less before the expiration of the Term, Landlord

may install and maintain a sign in the Premises that advertises the Premises as being available for lease. Landlord shall not be liable to Tenant in any manner for any expense, loss, or damage by reason thereof, nor shall exercise of such rights be deemed an eviction or disturbance of Tenant's use or possession. Landlord shall have the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises or License Area and serving other parts of the Union Depot in locations which will not materially interfere with Tenant's use of the Premises or the License Area. Landlord or its employees or agents shall have the right to enter the Premises and License Area at any reasonable time or times following notice to Tenant 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 and written notice from the Landlord;
- (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.

16.10 Default by Landlord. If the Landlord shall be in default in the performance of any covenant, condition or term herein contained, and the Landlord shall fail to (i) remedy such default within thirty (30) days after the receipt by the Landlord of a written notice from the Tenant specifying such default, or (ii) promptly commence within such thirty (30) day period, and thereafter proceed with reasonable diligence and in good faith to remedy such default (if such default shall be of such nature that it cannot be cured or corrected completely within such thirty (30) day period), such failure shall be deemed an "Event of Default by Landlord".

In the event of an Event of Default by Landlord, Tenant may perform any applicable work, or make any applicable payment, and otherwise comply therewith for the account and at the expense of Landlord, *provided* that Landlord, immediately upon receipt of an itemized invoice of the cost and expense thereof, hereby agrees to promptly pay the reasonable cost and expense incurred by Tenant in doing so, with interest at the rate of ten (10%) percent per annum accruing from the date Tenant first expends such monies to the date payment is received.

In addition to, and without impairing, any and all other rights and remedies available to the Tenant under this Lease, at law or in equity, Tenant shall have the right to withhold payment of all Base Rent until Tenant has recouped all such costs and expenses, with interest as aforesaid, to the date full payment is received.

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

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

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

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



## SECTION 18 - SUBORDINATION

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

## SECTION 21 - QUIET ENJOYMENT

Landlord covenants that it has full right and authority to enter into this Lease for the full Term hereof. Landlord further covenants that Tenant, upon performing the covenants and agreements of this Lease to be performed by Tenant, will have, hold and enjoy quiet possession of the Premises. Landlord warrants that there are no easements, restrictive covenants or rights granted to parties other than Tenant that limit Tenant's use of



the Premises for Tenant's use as long as Tenant uses the Premises in accordance with the terms and conditions of this Lease.

#### SECTION 22 – SECURITY INTEREST

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

#### SECTION 23 – RELATIONSHIP TO THE PARTIES

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

#### SECTION 24 – DATA AND AUDIT

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

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

#### SECTION 25 – WASTE REDUCTION

Tenant shall participate in Landlord's recycling program.

#### SECTION 26 – OTHER GENERAL

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

26.2 Prevailing Wage. With respect to any Alteration to the Premises or any service to maintain the Premises obtained or contracted by Tenant, Tenant and its contractors and subcontractors

shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. Tenant shall also submit evidence adequate in Landlord's determination that each contract provides that the contractor and each and all subcontractors of the contractor shall conform to the labor laws of the State of Minnesota, Ramsey County Prevailing Wage Ordinance No. 2013-329, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage rate must be paid under any contract with Ramsey County or under a subcontract to that contract with Ramsey County with an anticipated Project completion cost value of over \$25,000. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction. The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42. Pursuant to Minnesota Statutes §§177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

Each contract for which Ordinance No. 2013-329 requires that the Prevailing Wage Rate must be paid shall contain the following statement:

"Throughout the term of this Agreement, the contractor shall submit Certified Payroll Records within 14 days of the end of a pay period and in accordance with the requirements of Ramsey County Prevailing Wage Ordinance No. 2013-329. Failure of the contractor to submit the Certified Payroll Records in accordance with the Ordinance may result in criminal or civil enforcement by the Landlord, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages."

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

26.4 Debarment. Tenant acknowledges that Ramsey County has enacted Ordinance 2013-330, Ramsey County Debarment Ordinance, that prohibits Landlord from contracting with contractors who have been debarred or suspended by the State of Minnesota or by Ramsey County, and that Tenant shall not use any contractor for any or other work in or about the Premises who has been debarred or suspended by the State of Minnesota or by Ramsey County.

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

or fulfillment of conditions or obligations under the terms of this Lease or the foregoing by the Landlord of any of the rights or remedies arising under the terms of this Lease shall not constitute a waiver of Landlord's right to conforming performance or fulfillment of conditions or obligations or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Lease. The rights and remedies of the Landlord provided or referred to under the terms of this Lease are cumulative and not mutually exclusive.

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

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

26.8 Force Majeure. Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. The provisions of this Section 26.8 shall not operate to excuse Tenant from prompt payment of Rent, Additional Rent, or other monetary payments required by the terms of this Lease.

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

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

26.11 No Brokerage. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, except as listed below, and each of the parties agrees to indemnify the other against and hold the other harmless from, all liabilities arising from any such claim for which such party is responsible. Landlord has been represented by Jones Lang LaSalle Americas, Inc., as Landlord's broker and Tenant has not been represented by a broker.

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

26.13 Compliance with Law. Tenant agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Tenant's performance of the provisions of this Lease. It shall be the obligation of Tenant to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for Tenant to be able to operate its business and provide any services to be provided by Tenant.

26.14 Other Indebtedness. If Tenant is now obligated, or hereafter becomes obligated, to pay Landlord any sum of money according to one or more promissory notes or other agreements between Landlord

and Tenant, any default by Tenant in the prompt payment of such sum shall also constitute a monetary default by Tenant under this Lease.

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

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

26.17 Execution of Lease by Landlord and Entire Agreement. The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by Landlord and Tenant. This Lease constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements regarding the subject matter hereof, and this Lease may be modified or altered only by an agreement in writing between Landlord and Tenant and no act or omission of any employee or agent of Landlord or of Landlord's broker, if any, shall alter, change or modify any of the provisions of this Lease unless an alteration, variation, modification or waiver of or provisions of this Lease is reduced to writing and duly signed by both parties.

26.18 G.O. Grant. In furtherance of the Governmental program, as defined in the Rentals of this Lease, Landlord received the G.O. Grant. The term "G.O. Bonds" means the portion of the state general obligation bonds issues under the authority granted in Article XI, Section 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the G.O. Grant. Upon direction of the Commissioner of the Minnesota Department of Management and Budget, and any designated representative thereof, Landlord and Tenant shall, upon direction by the Commissioner, take such actions and furnish such documents to the Commissioner as the Commissioner determines to be necessary to ensure that the interest to be paid upon the G. O. Bonds is exempt from federal income taxation.

26.19 Workforce Centers. Tenant shall list any vacant or new positions it may have at Union Depot with State of Minnesota Workforce Centers as required by Minnesota Statutes, Section 116L.66, that exists as of the date of the Grant Agreement, and as it may be subsequently be amended, modified or replaced from time to time, for the term of this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease to be effective as of the day and year first above written (the Effective Date).

LANDLORD:

TENANT:

RAMSEY COUNTY  
REGIONAL RAILROAD AUTHORITY

THE HERTZ CORPORATION

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

\_\_\_\_\_  
Richard P. McEvily  
Senior Vice President & Deputy General Counsel

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

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

Approval Recommended

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

Approved as to form and insurance:

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



**Exhibit A**  
**LEGAL DESCRIPTION OF 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 Northwesterly corner thereof; thence Northeasterly along the Northwestern line of said Lot 3 to point of beginning.

"Fit Parcel"

Lot 9, Block 1, St. Paul Union Depot

"Leone Parcel"

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

**Post Office Parcel**

**Parcel A:**

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

Line "A":

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

Line "B":

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

degrees, 41 minutes, 52 seconds West a distance of 68.24 feet, more or less, to intersection with the Easterly line of Jackson Street. Except Second Street.

**Parcel B:**

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

**Parcel C:**

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

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

**Parcel D:**

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

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

Together with

**Parcel E:**

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

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

Together with

**Parcel F:**

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

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

Together with

**Parcel G:**

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

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

And also together with

**Parcel H:**

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

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

**Parcel I:**

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

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

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

Together with

**Parcel J:**

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

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

**HRA Parcel**

**SUBJECT TO CONSECO ROADWAY EASEMENT RSRVATION**

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



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

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

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

#### **Surface Lot Parcel**

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

Commencing in the Northeasterly line of Block 4, Hopkins Addition, which line is also the Southwesterly line of vacated Broadway Street in said City of St. Paul and bears South 34 degrees 05 minutes 48 seconds East from a point therein distant 54.12 feet from the Northerly corner of said Block 4; thence North 63 degrees 39 minutes 00 seconds East along the Southerly line of vacated Broadway Street (being the Southerly line of Water Street produced Westerly) for 40.37 feet to the center line of said vacated Broadway Street; thence North 34 degrees

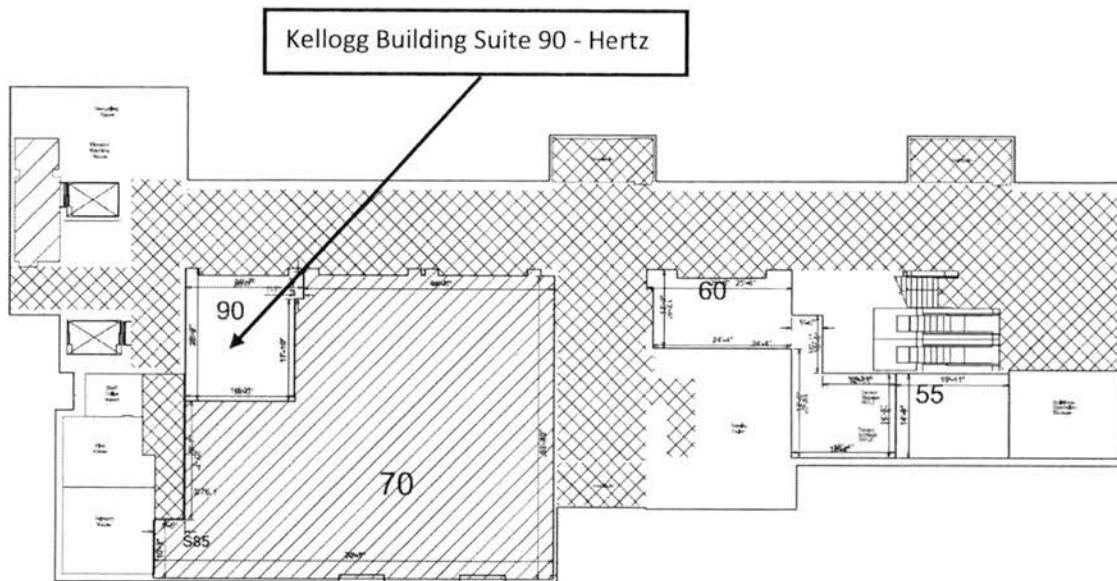


05 minutes 48 seconds West along said center line of vacated Broadway Street for 14.42 feet; thence North 77 degrees 07 minutes 25 seconds East 327.77 feet; thence North 69 degrees 58 minutes 15 seconds East 480.15 feet; thence North 62 degrees 49 minutes 05 seconds East 379.76 feet; thence along a curve to the left having a radius of 946.37 feet, and to which the last described course is tangent for 14.00 feet, delta angle 0 degrees 50 minutes 53 seconds, a long chord of 14.00 feet bears North 62 degrees 23 minutes 29 seconds East to the point of beginning of the lines to be herein described; thence continuing along a curve to the left 104.14 feet, delta angle of 6 degrees 18 minutes 17 seconds, a long chord of 104.08 feet bears North 58 degrees 49 minutes 04 seconds East for 348.92 feet; thence along a curve to the left having a radius of 398.86 feet, to which the last described course is tangent, 261.40 feet, delta angle of 37 degrees 32 minutes 59 seconds, a long chord of 256.75 feet bears North 36 degrees 53 minutes 25 seconds East to a point of compound curve; thence Northerly along a curve to the left having a radius of 622.44 feet, delta angle of 27 degrees 44 minutes 23 seconds, a long chord of 298.42 feet bears North 4 degrees 14 minutes 42 seconds East a distance of 301.35 feet to the Southeasterly line of Kellogg Boulevard (Third Street); thence South 55 degrees 52 minutes 11 seconds West along said Southeasterly line 880.92 feet; thence South 34 degrees 07 minutes 49 seconds East 313.34 feet to the point of beginning, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Abstract Property.

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

Exhibit B  
PREMISES



|                                                                        |  |                                                                                |
|------------------------------------------------------------------------|--|--------------------------------------------------------------------------------|
| <b>UNION DEPOT</b><br>400 East Parkway, Suite 100, Las Vegas, NV 89101 |  | <b>JOHN LAU</b><br>L.A.S.A.S.I.E.                                              |
| <b>KELLOGG BUILDING</b>                                                |  | 400 East Parkway, Suite 100, Las Vegas, NV 89101<br>702.735.1234<br>01/01/2014 |

Exhibit C  
SITE PLAN SHOWING THE PARKING AREA FOR USE BY TENANT

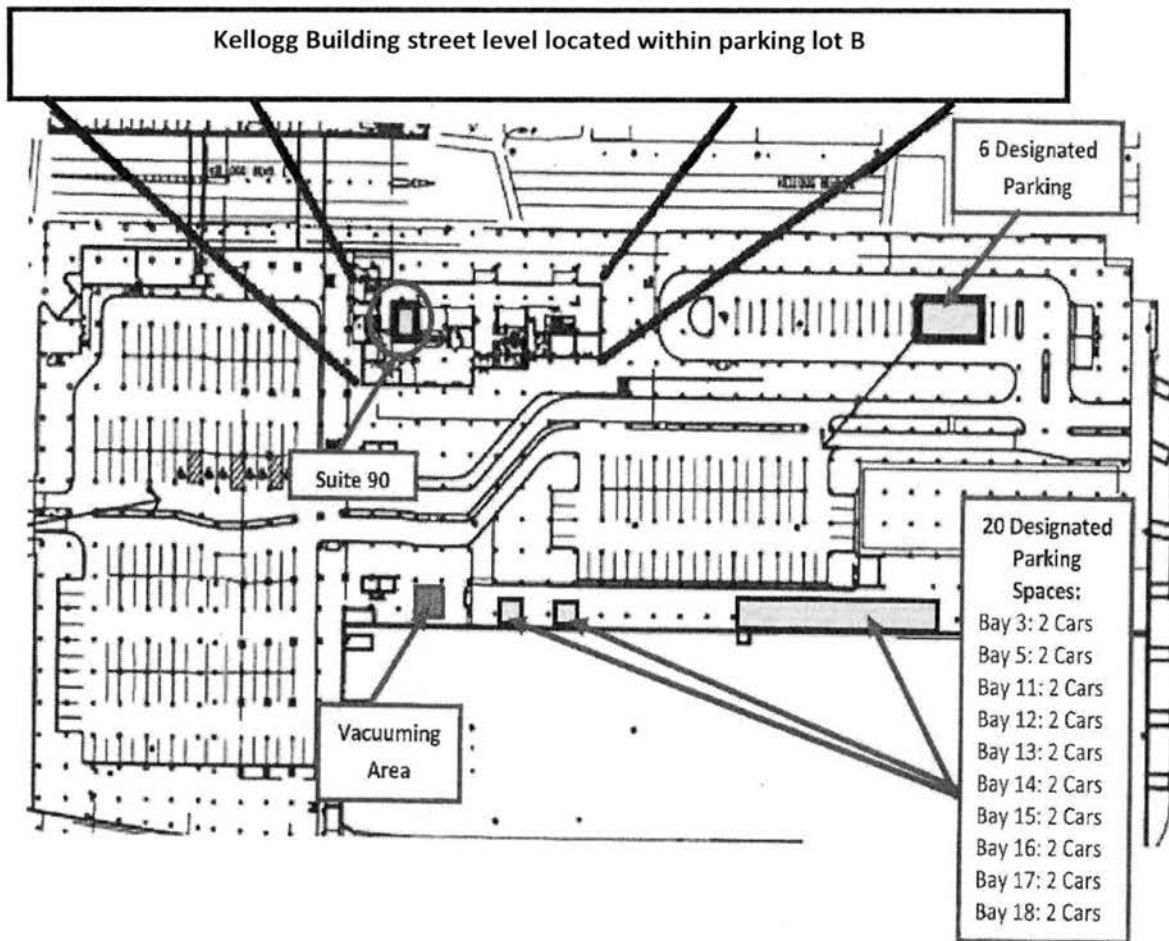
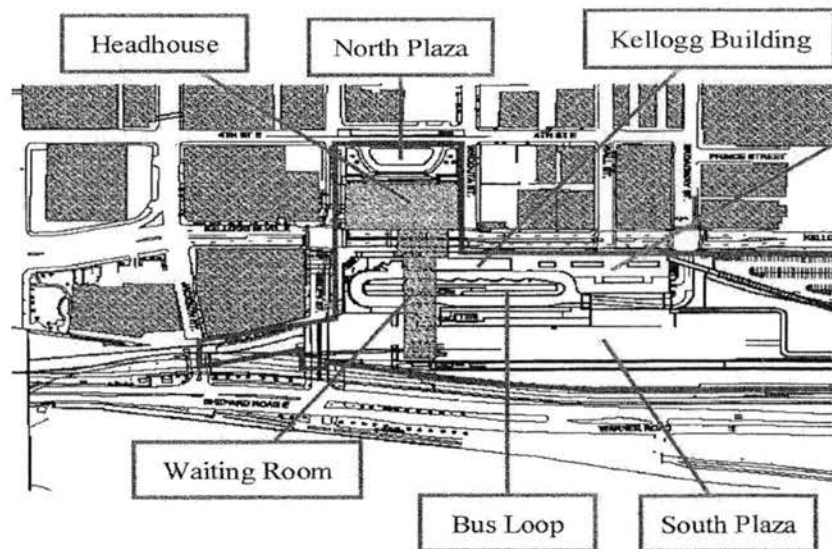


Exhibit D  
KELLOGG BUILDING



**Exhibit E**  
**PLANS**

1. Except for the work to be completed by Landlord as provided in Section 2.1 of the Lease, Tenant, at its sole cost and expense, shall perform, or cause to be performed, the Tenant's Work, as defined in Section 2.3 of the Lease in the Premises provided for in the Approved Plans described in this Exhibit E.
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 Tenant's similar locations for furniture and fixtures 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, and (ii) all necessary building permits have been applied for and obtained by Tenant.
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.



**Exhibit F**  
**LANDLORD 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.

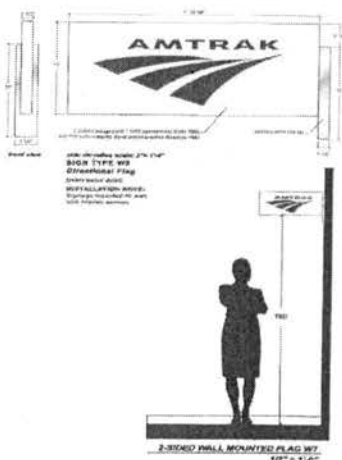
22. Tenant shall not cause or permit any odors of cooking or other processes, or any odors, whether deemed pleasant or unpleasant, to emanate from the Premises. No cooking shall be done in its Premises or except as is expressly permitted in the Lease of which these Rules and Regulations are a part.
23. 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 G** **LANDLORD SIGN CRITERIA AND SIGN PLAN**

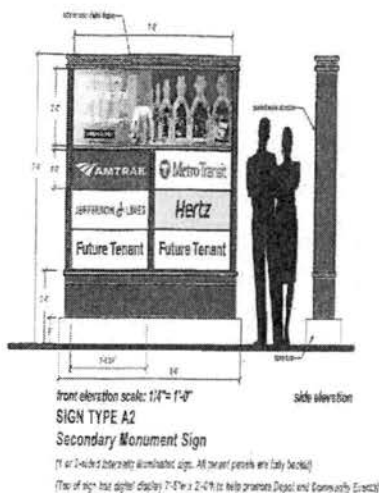
- A. Tenant may place logo signage on the outside of the Premises in the Kellogg Building, above the customer entry, consistent with the following sign type W8.

## **SIGN TYPES W7 & W8** Interior Signage | Secondary Directional Signage

FABRICATOR: MUELLER; FINISH: VENEER; HPS: 1; LUMINOUS: YES

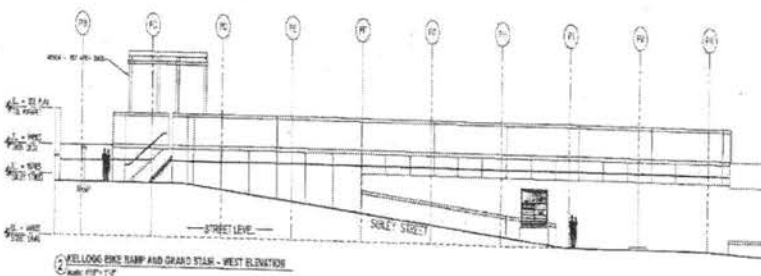
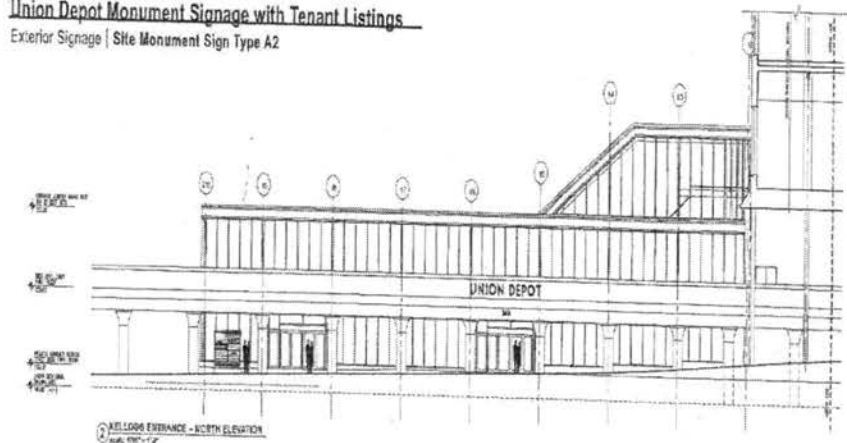


- B. Tenant's logo signage may be placed on two existing monument signs on the Property, consistent with the following sign type A2, with one located on Sibley St. and one located on Kellogg Blvd. as shown on the elevations that follow.





Union Depot Monument Signage with Tenant Listings  
 Exterior Signage | Site Monument Sign Type A2



UNION DEPOT



1000 Broadway St.  
 Saint Paul, MN 55106

UNION DEPOT SAINT PAUL, MN | Cont. | ADDITIONAL TENANT ID AND RAMPING SIGNAGE RECOMMENDATIONS | July 3, 2014 | Page 4  
 EMD Environmental Design, Inc. | 1000 Broadway St. | Saint Paul, MN 55106 | 651.552.4450 | jrd@emdinc.com

**Exhibit H**  
**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 The Hertz Corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into a lease dated \_\_\_\_\_, 2016 ("Lease") for certain premises located at Suite 90, 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 \_\_\_\_\_, 2018.

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

RAMSEY COUNTY REGIONAL RAILROAD  
AUTHORITY:

THE HERTZ CORPORATION

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

\_\_\_\_\_  
Richard P. McEvily  
Senior Vice President & Deputy General Counsel

Approved as to form:

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

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

---

Requesting Department: Regional Railroad Authority

R2016-52

Committee: Regional Railroad Authority

Meeting Date: 9/13/2016

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**SUBJECT: Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2017 Budget**

**REQUESTED ACTION**

Approve the proposed maximum tax levy of \$21,180,710 to finance the 2017 Ramsey County Regional Railroad Authority Budget, which in accordance with the Proposed Property Taxes Law, must be certified to the Department of Property Records and Revenue by September 15, 2016.

**EXECUTIVE SUMMARY**

The Proposed Property Taxes Law (M.S. 275.065) requires Ramsey County Regional Railroad Authority (RCRRA), as a special taxing district, to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2016.

An important provision of the Proposed Property Taxes Law is that the approved tax levy for the 2017 RCRRA budget cannot be more than the proposed maximum tax levy certified by the RCRRA.

The 2017 proposed levy for the RCRRA is \$21,180,710, which is an increase of \$721,263 or 3.5% from the 2016 levy of \$20,459,447.

The RCRRA will approve the 2017 Supplemental Budget, addenda, and levy on December 13, 2016.

**FISCAL IMPACT**

The proposed maximum tax levy must be certified by September 15, 2016 to comply with the Proposed Property Taxes Law.

**COUNTY MANAGER COMMENTS**

A legislative proposal to change the September 15 certification date to September 30 for Regional Railroad Authorities was not adopted in the 2016 legislative session.

**PREVIOUS ACTION**

None.

**ATTACHMENTS**

1. Draft Resolution

Draft Resolution

WHEREAS, The Proposed Property Taxes Law (M.S. 275.065) requires the Ramsey County Regional Railroad Authority (RCRRA), as a special taxing district, to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2016; and

WHEREAS, An important provision of the Proposed Property Taxes Law is that the approved tax levy for the 2017 RCRRA budget cannot be more than the proposed maximum tax levy certified by the RCRRA; and

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

RESOLVED, The Ramsey County Regional Railroad Authority approves the proposed maximum tax levy of \$21,180,710 to finance the 2017 Ramsey County Regional Railroad Authority Budget, which in accordance with the Proposed Property Taxes Law, must be certified to the Department of Property Records and Revenue by September 15, 2016.

The Ramsey County Regional Railroad Authority met in regular session at 9:30 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 September 27, 2016 is Presented for Approval**

**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   |    |        |        |

**3. Minutes of September 13, 2016 are 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   |    |        |        |

**4. 4th Street Market District Presentation**

For information and discussion only. Discussion can be found on archived video.

**5. Corridor Updates** - Discussion can be found on archived video.

**6.** Chair Ortega declared the meeting adjourned at 10:28 am.

  
Sandra Jacobson, Administrative Secretary



Regional Railroad Authority Meeting  
September 27, 2016 – ROLL CALL

Call to Order: 9:30 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 September 27, 2016 is presented for approval

Moved: JR Seconded: JM

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| 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"/> |
| 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"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3. Minutes from September 13, 2016 are presented for approval

Moved: TC Seconded: MM

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| 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"/> |
| 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"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

## PRESENTATION

### 4. 4<sup>th</sup> Street District Market Presentation

For information and discussion only.

## CORRIDOR UPDATES

## ADJOURNMENT

Meeting adjourned at 10:28 (am.)



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

## **AGENDA**

**Tuesday, September 27, 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. R2016-59 Agenda of September 27, 2016 is Presented for Approval**

Approve the Agenda of September 27, 2016.

**3. R2016-60 Minutes of September 13, 2016 are Presented for Approval**

Approve the minutes of September 13, 2016.

### **PRESENTATION**

**4. R2016-43 4th Street Market District Presentation**

None. For information and discussion only.

**5. CORRIDOR UPDATES**

**6. ADJOURNMENT**

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-59

Committee: Regional Railroad Authority

Meeting Date: 9/27/2016

---

**SUBJECT: Agenda of September 27, 2016 is Presented for Approval**

**REQUESTED ACTION**

Approve the Agenda of September 27, 2016.

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-60

Committee: Regional Railroad Authority

Meeting Date: 9/27/2016

---

**SUBJECT: Minutes of September 13, 2016 are Presented for Approval**

**REQUESTED ACTION**

Approve the minutes of September 13, 2016.

**ATTACHMENTS**

1. Draft Minutes from September 13, 2016



The Ramsey County Regional Railroad Authority met in regular session at 9:31 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 September 13, 2016 is 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   |    |        |        |

3. Minutes of September 6, 2016 are 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   |    |        |        |

ADMINISTRATIVE ITEM

4. Lease Agreement with The Hertz Corporation at Union Depot

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 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 transportation and retail; and

WHEREAS, The Ramsey County Regional Railroad Authority contracts with JLL for real estate broker services including advertising available leasable space at Union Depot, and

WHEREAS, The Ramsey County Regional Railroad Authority seeks to provide rental car services throughout the day to passengers and visitors as well as to the residents of the community; and

WHEREAS, The Hertz Corporation desires to lease space at Union Depot for their rental car business; and

WHEREAS, The Hertz Corporation and Ramsey County Regional Railroad Authority have agreed upon a rental rate structure consistent with market rates for "B" class buildings in downtown St. Paul for space to support the rental car business of The Hertz Corporation; Now, Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a two year lease agreement for 434 square feet of space and a license area in Union Depot, 214 4<sup>th</sup> St. E., Saint Paul, Minnesota, 55101, with The Hertz Corporation, 8501 Williams Road, Estero, Florida 33928 for the anticipated period of November 1, 2016 through October 31, 2018, at the rate of \$1,000 per month, or a total of \$24,000, to operate their rental car business; and Be It Further

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

#### POLICY ITEM

5. Certify Maximum Tax Levy for the Ramsey County Regional Railroad Authority 2017 Budget

#### 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 Proposed Property Taxes Law (M.S. 275.065) requires the Ramsey County Regional Railroad Authority (RCRRA), as a special taxing district, to certify a proposed maximum tax levy to the Property Records and Revenue Department (County Auditor) by September 15, 2016; and

WHEREAS, An important provision of the Proposed Property Taxes Law is that the approved tax levy for the 2017 RCRRA budget cannot be more than the proposed maximum tax levy certified by the RCRRA; and

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

RESOLVED, The Ramsey County Regional Railroad Authority approves the proposed maximum tax levy of \$21,180,710 to finance the 2017 Ramsey County Regional Railroad Authority Budget, which in accordance with the Proposed Property Taxes Law, must be certified to the Department of Property Records and Revenue by September 15, 2016.

6. CORRIDOR UPDATES – Discussion can be found on archived video.
7. Chair Ortega declared the meeting adjourned at 9:38 a.m.

---

Abby Goldsmith, Administrative Assistant  
County Manager's Office

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-43

Committee: Regional Railroad Authority

Meeting Date: 9/27/2016

---

**SUBJECT: 4th Street Market District Presentation**

**REQUESTED ACTION**

None. For information and discussion only.

**EXECUTIVE SUMMARY**

Joe Spartz, Saint Paul Downtown Alliance and BOMA President, Stephanie Weir, St. Paul Smart Trips/Women on Bikes, and Rich Pakonen, Pioneer Endicott & Jackson Ramp, will present the vision, process, considerations and challenges regarding the 4<sup>th</sup> Street Market District that extends from the James J. Hill Center on Washington Street to CHS Field on North Broadway Street. This project would create a more people-oriented East-West street that is safe and connects the diverse downtown population with bike & pedestrian thoroughfares, retail/restaurants, art and city streets.

**FISCAL IMPACT**

None.

**COUNTY MANAGER COMMENTS**

None.

**PREVIOUS ACTION**

None.

**ATTACHMENTS**

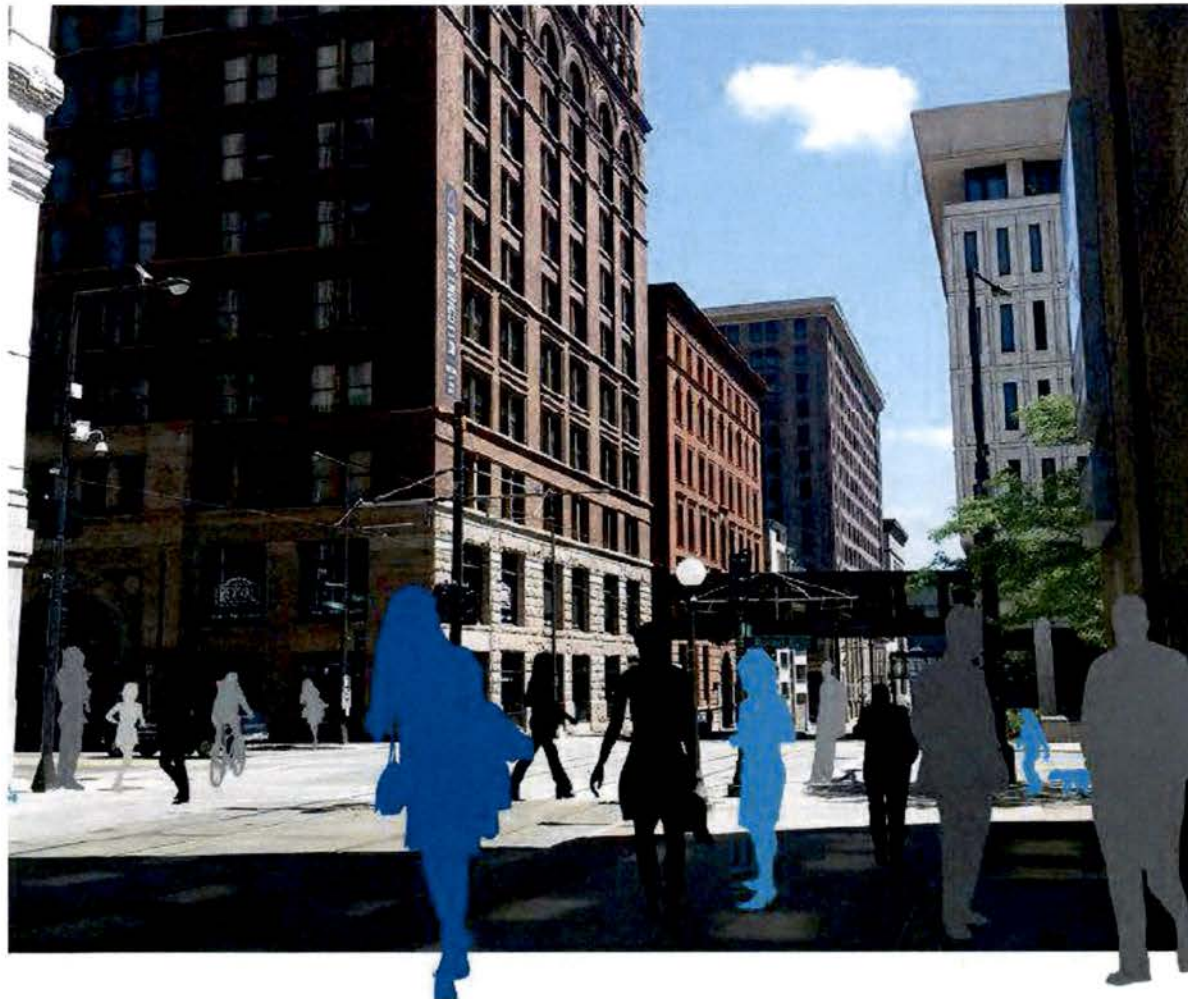
1. 4th Street Market District Presentation

# 4TH STREET MARKET DISTRICT

CONNECTIONS, RETAIL AND ART

FROM WASHINGTON STREET TO NORTH BROADWAY STREET

SAINT PAUL, MINNESOTA





# WHY 4TH STREET?

## Connections



## Retail



## Public Art







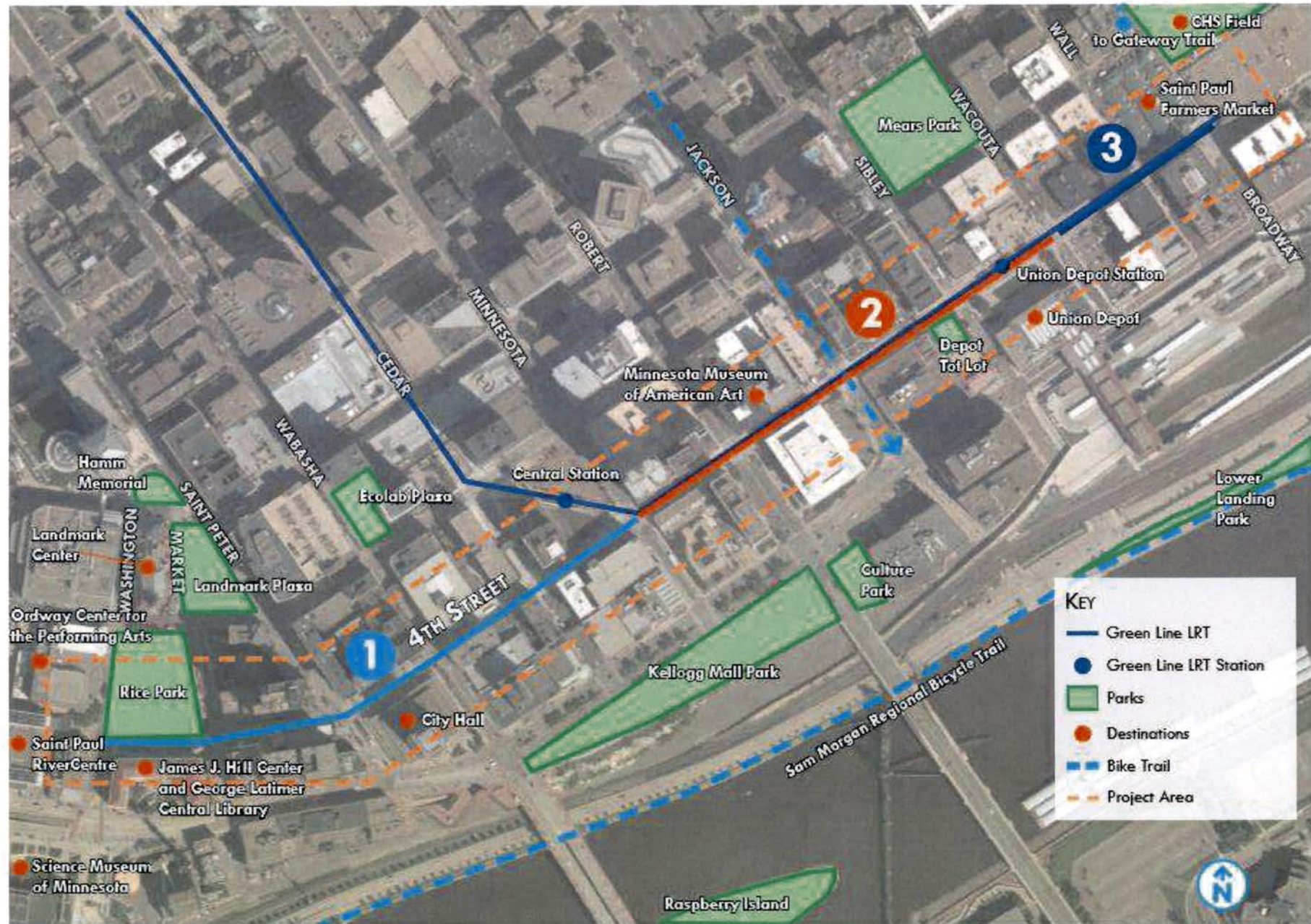


# 4TH STREET MARKET DISTRICT ENDORSEMENTS

- Patrick Baran, **Landmark Towers**
- Julie Bauch, **180 East 5<sup>th</sup>**
- Teg Bigos, **Kellogg Square**
- Bill Bisanz, **Lowertown Commons**
- Clint Blaiser, **Northwestern Building**
- Lorraine Dixon, **Legacy Chocolates**
- Todd Geller, **Grace Building and Victory Ramp**
- Jack Gerten, **Farmers' Market**
- Jim Golden, **Golden's Deli**
- Jeff Heegaard, **THC LLC**
- Brian Horst, **Details Salon**
- Jim Ivey, **Grand Avenue Software**
- Kristin Makholm, **Minnesota Museum of American Art**
- Rich Pakonen, **Pioneer Endicott and Jackson Ramp**
- John Rupp, **Saint Paul Athletic Club**
- Ryan Sailer, **Sibley Square**
- Nate Stencil, **Pioneer Press Building**
- Tom Whaley, **CHS Field**

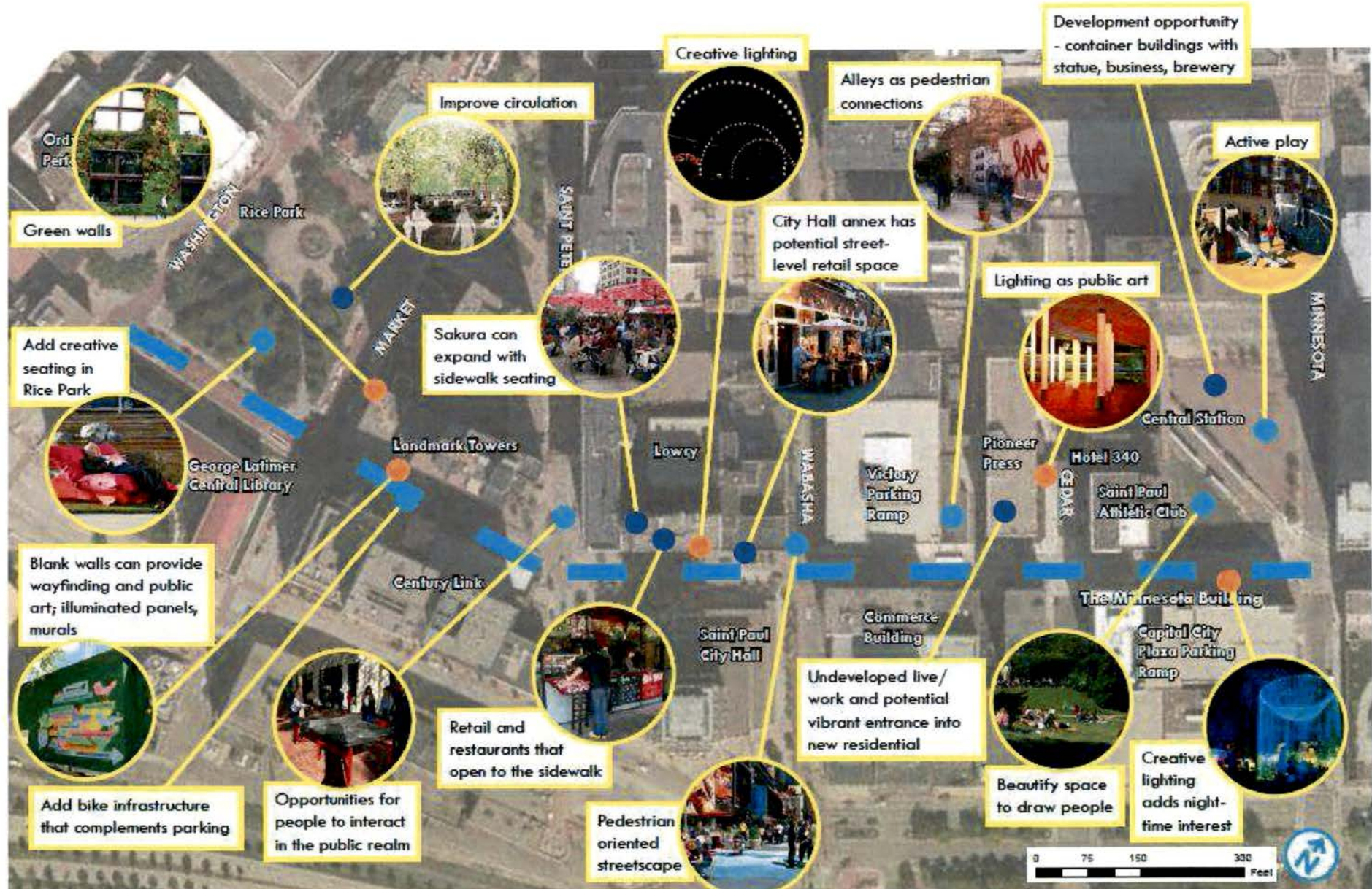


# WORKSHOP RECOMMENDATIONS





# WASHINGTON TO MINNESOTA





# WASHINGTON TO MINNESOTA

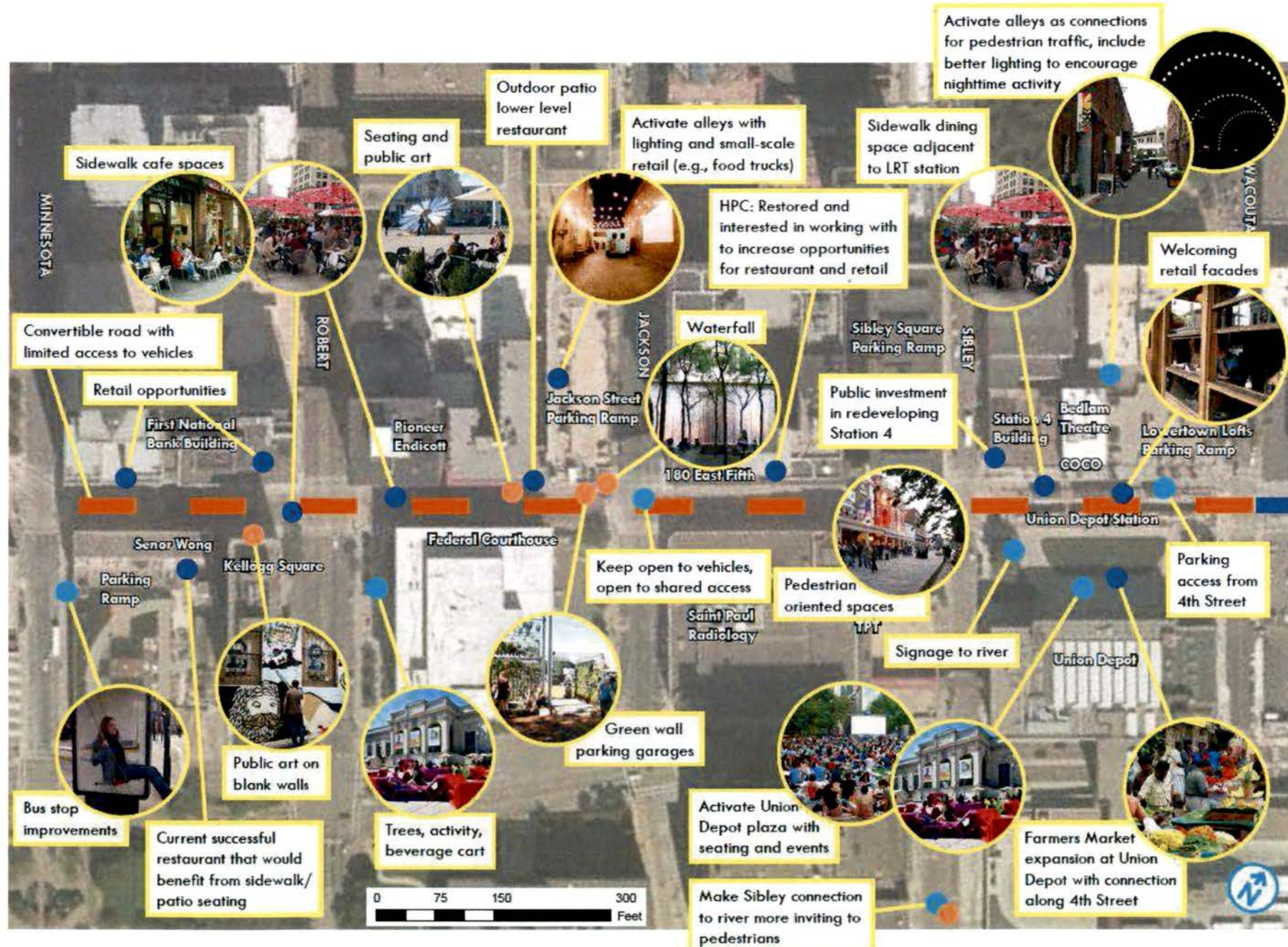
## Bicycle Treatment Recommendations



Add bike infrastructure that complements parking.



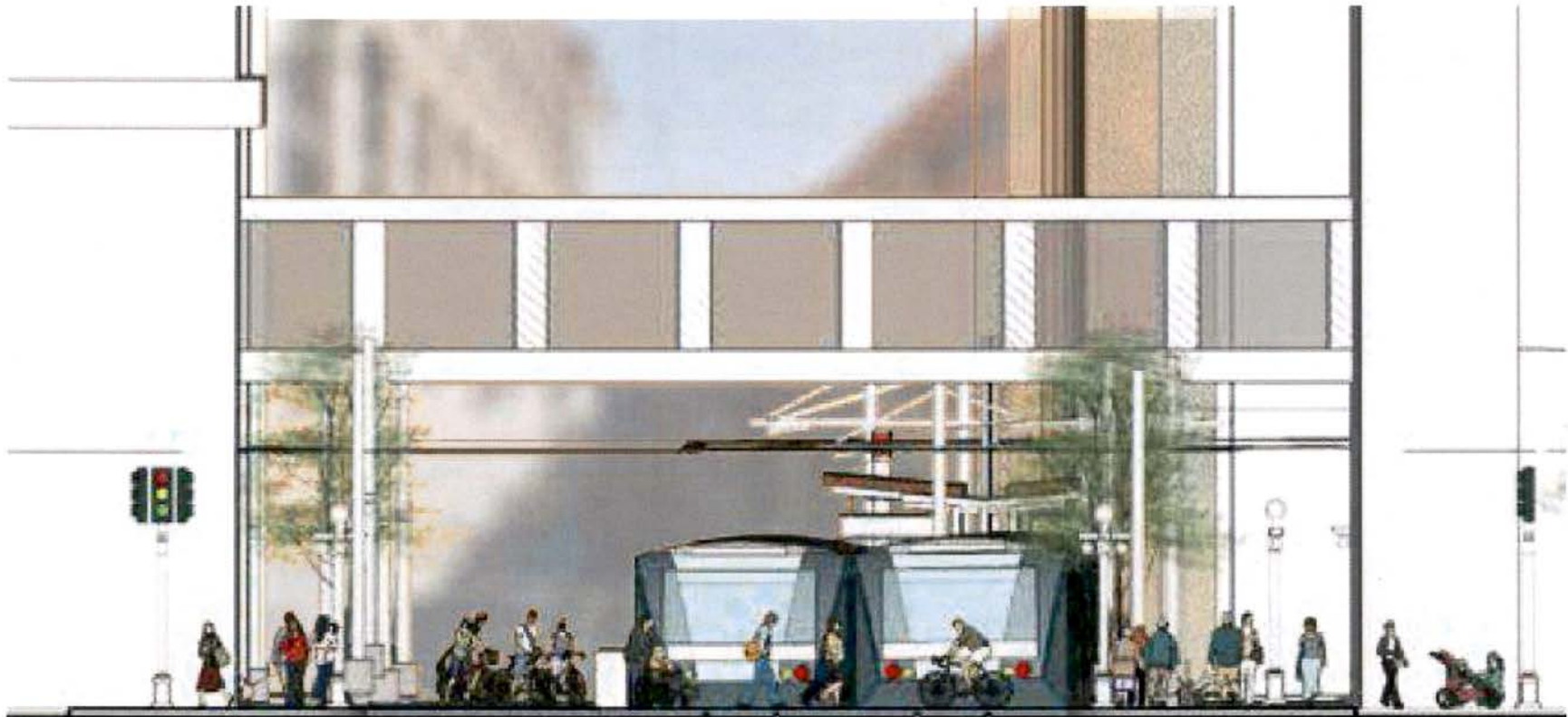
# MINNESOTA TO WACOUTA





# MINNESOTA TO WACOUTA

## Bicycle Treatment Recommendations



Share the road with pedestrians and bicyclists by making it a convertible road with limited access for vehicles.



# Minnesota to Wacouta: Woonerf Concept





# Minnesota to Wacouta: Woonerf Concept

## THE 4 PRINCIPLES OF A WOONERF

VISIBLE  
ENTRANCES

PHYSICAL  
BARRIERS

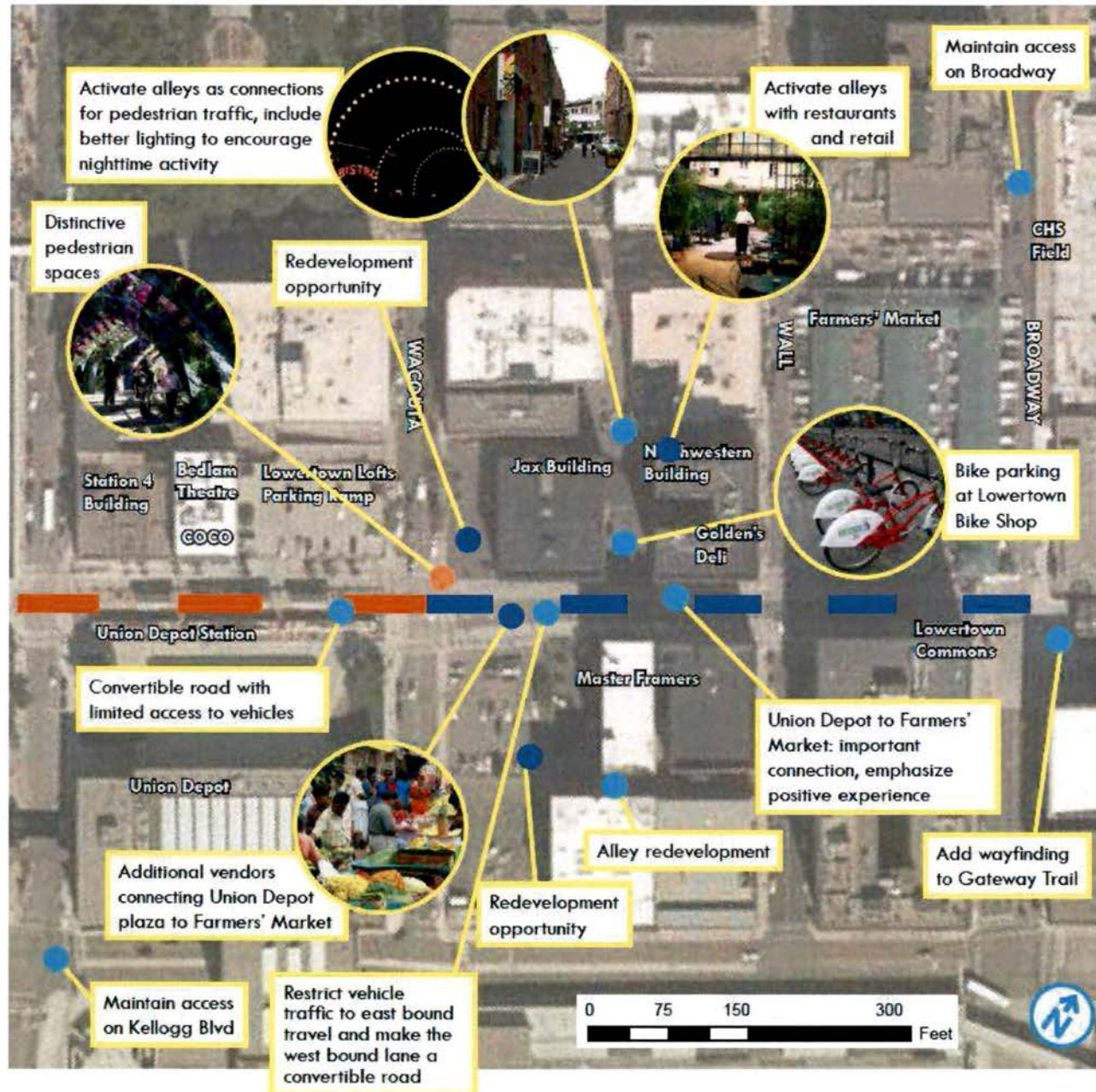
SHARED AND  
PAVED SPACE

LANDSCAPING AND  
STREET FURNITURE





# WACOUTA TO BROADWAY





# WACOUTA TO BROADWAY

## Bicycle Treatment Recommendations



Restrict unimpeded vehicle traffic to east bound travel and make the west bound lane a convertible road that would share the road with pedestrians and bicyclists by making access limited for vehicles.



# CHALLENGES





# QUESTIONS?

Joe Spartz

Greater Saint Paul Building Owners and  
Managers Association (BOMA)

651-291-2521

[joe.spartz@bomastpaul.org](mailto:joe.spartz@bomastpaul.org)

Stephanie Weir

St. Paul Women on Bikes, St. Paul Smart Trips

651-224-8555 x 26

[stephanie@smart-trips.org](mailto:stephanie@smart-trips.org)



The Ramsey County Regional Railroad Authority met in regular session at 9:50 AM with the following members present: Carter, Huffman, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

# 1. ROLL CALL

| Commissioners       |  |  | ABSENT | RECUSE |
|---------------------|--|--|--------|--------|
| Ortega, Rafael      |  |  |        |        |
| Carter, Toni        |  |  |        |        |
| Huffman, Blake      |  |  |        |        |
| McDonough, Jim      |  |  | x      |        |
| McGuire, Mary Jo    |  |  | x      |        |
| Reinhardt, Victoria |  |  |        |        |
| Rettman, Janice     |  |  |        |        |

# 2. Agenda of November 22, 2016 is Presented for Approval

## VOTING

Motion by: Blake Huffman

Second by: Victoria Reinhardt

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

# 3. Minutes of September 27, 2016 are Presented for Approval

## VOTING

Motion by: Blake Huffman

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   |    |        |        |

**4. Agreement with TranSystems Corporation Consultants for Consulting Services for East Metro Rail Yards Improvement Project (Resolution R2016-22)**

**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   |    |        |        |

WHEREAS, The Ramsey County Regional Railroad Authority 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 East Metro Rail Yards Improvement Project will utilize the proposed improvements identified in the 2012 East Metro Rail Capacity and Engineering Improvements Study (East Metro Study); and

WHEREAS, The Intent of the current Yards Improvement 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 to seek construction funding; and

WHEREAS, The Completion of this Project is critical to the economic competitiveness of Ramsey County, the Twin Cities, and Minnesota; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of TranSystems Corporation Consultants, 1475 East Woodfield Road, Suite 600, Schaumburg, IL 60173, for engineering, modeling, financial planning and environmental analysis consultant services for the East Metro Rail Yards Improvement Project; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement with TranSystems Corporation Consultants for engineering, modeling, financial planning and environmental analysis consultant services for the East Metro Rail Yards Improvement Project for the period of November 22, 2016 through November 21, 2018, in the not to exceed amount of \$998,905; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to extend the term of the agreement in accordance with the provisions of the agreement and 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. Corridor Updates – Discussion may be found on archived video.

Chair Ortega declared the meeting adjourned at 9:59 a.m.

  
Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting  
November 22, 2016 – ROLL CALL

Call to Order: 9:50 AM

Minutes  
created in  
agenda.net  
11.28.16

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 November 22, 2016 is presented for approval

Moved: BH

Seconded: TC VR

|                    | YEA                                 | NAY | ABSENT                              |
|--------------------|-------------------------------------|-----|-------------------------------------|
| 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"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> |     |                                     |
| Rafael Ortega      | <input checked="" type="checkbox"/> |     |                                     |

3. Minutes from September 27, 2016 are presented for approval

Moved: BH

Seconded: TC

|                    | YEA                                 | NAY | ABSENT                              |
|--------------------|-------------------------------------|-----|-------------------------------------|
| 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"/> |
| Victoria Reinhardt | <input checked="" type="checkbox"/> |     |                                     |
| Rafael Ortega      | <input checked="" type="checkbox"/> |     |                                     |



4. Agreement with TranSystems Corporation Consultants for Consulting Services for East Metro Rail Yards Improvement Project

|                    | 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 type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Mary Jo McGuire    | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" 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

1st  
JR  
Janice

VR  
Victoria

ADJOURNMENT

Meeting adjourned at

9:59 am.



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

## AGENDA

**Tuesday, November 22, 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. **R2016-62      Agenda of November 22, 2016 is Presented for Approval**  
  
Approve the agenda of November 22, 2016.
  
3. **R2016-63      Minutes of September 27, 2016 are Presented for Approval**  
  
Approve the minutes of September 27, 2016.
  
4. **R2016-61      Agreement with TranSystems Corporation Consultants for Consulting Services for East Metro Rail Yards Improvement Project**
  1. Approve the selection of TranSystems Corporation Consultants, 1475 East Woodfield Road, Suite 600, Schaumburg, IL 60173, for engineering, modeling, financial planning and environmental analysis consultant services for the East Metro Rail Yards Improvement Project.
  2. Authorize the Chair to execute the agreement with TranSystems Corporation Consultants, for engineering, modeling, financial planning and environmental analysis consultant services for the East Metro Rail Yards Improvement Project for the period of November 22, 2016 through November 21, 2018, in the not to exceed amount of \$998,905.
  3. Authorize the County Manager to approve and execute amendments to extend the term of the agreement in accordance with the provisions of the agreement and 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. **Corridor Updates**
  
6. **Adjournment**

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-62

Committee: Regional Railroad Authority

Meeting Date: 11/22/2016

---

**SUBJECT: Agenda of November 22, 2016 is Presented for Approval**

**REQUESTED ACTION**

Approve the agenda of November 22, 2016.

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-63

Committee: Regional Railroad Authority

Meeting Date: 11/22/2016

---

**SUBJECT: Minutes of September 27, 2016 are Presented for Approval**

**REQUESTED ACTION**

Approve the minutes of September 27, 2016.

**ATTACHMENTS**

1. Draft Minutes



The Ramsey County Regional Railroad Authority met in regular session at 9:30 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 September 27, 2016 is Presented for Approval**

**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   |    |        |        |

**3. Minutes of September 13, 2016 are 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   |    |        |        |

**4. 4th Street Market District Presentation**

For information and discussion only. Discussion can be found on archived video.

**5. Corridor Updates** - Discussion can be found on archived video.

**6.** Chair Ortega declared the meeting adjourned at 10:28 am.

Sandra Jacobson, Administrative Secretary

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-61

Committee: Regional Railroad Authority

Meeting Date: 11/22/2016

---

**SUBJECT: Agreement with TranSystems Corporation Consultants for Consulting Services for East Metro Rail Yards Improvement Project**

**REQUESTED ACTION**

1. Approve the selection of TranSystems Corporation Consultants, 1475 East Woodfield Road, Suite 600, Schaumburg, IL 60173, for engineering, modeling, financial planning and environmental analysis consultant services for the East Metro Rail Yards Improvement Project.
2. Authorize the Chair to execute the agreement with TranSystems Corporation Consultants, for engineering, modeling, financial planning and environmental analysis consultant services for the East Metro Rail Yards Improvement Project for the period of November 22, 2016 through November 21, 2018, in the not to exceed amount of \$998,905.
3. Authorize the County Manager to approve and execute amendments to extend the term of the agreement in accordance with the provisions of the agreement and 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**

On August 16, 2016, the Ramsey County Regional Railroad Authority (RCRRA) approved a Request for Proposals (RFP) for East Metro Rail Yards Improvement Project for a consultant to complete engineering, modeling, financial planning and environmental analysis services (Resolution R2016-51). The RFP was released on August 17, 2016 and responses were due on September 22, 2016. There were a total of 465 suppliers who were notified of the RFP.

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 Yards Improvement Project is to complete the modeling, engineering, planning and environmental documentation needed to make these improvement projects shovel-ready to enable RCRRA to seek construction funding. The completion of the Yards Improvement Project is critical to the economic competitiveness of Ramsey County, the Twin Cities, and Minnesota.

RCRRA received three proposals. The Proposal Evaluation Committee (PEC) was made up of representatives from RCRRA, Minnesota Department of Transportation (MnDOT), Washington County, City of Saint Paul, and Union Pacific Railroad. Proposals were reviewed based upon the following criteria in the competitive solicitation:

- Contractor qualifications
- Key personnel qualifications
- Project understanding and approach
- Cost

The PEC interviewed the top two firms and determined that the proposal from TranSystems Corporation Consultants provided the best value in terms of experience of the firm, persons assigned, ability to meet the timeline, project requirements, and cost. The PEC recommends that

Agreement with TranSystems Corporation Consultants for Consulting Services for East Metro Rail YIP

TranSystems Corporation Consultants be selected as the consultant for the Yards Improvement Project.

RCRRA staff recommends entering into an agreement with TranSystems Corporation Consultants for a not to exceed amount of \$998,905 for a period of two years. The contract will commence November 22, 2016.

**FISCAL IMPACT**

The Ramsey County Regional Railroad has funding to cover this cost in its Passenger and Freight Rail budget. The Yards Improvement Project will be reimbursed for the cost of the Yards Improvement Project for up to \$1,000,000 through a grant agreement with the Minnesota Department of Transportation.

**COUNTY MANAGER COMMENTS**

Ramsey County Regional Railroad Authority approval is required to enter into a contract from the Request for Proposals process.

**PREVIOUS ACTION**

On August 16, 2016, Ramsey County Regional Railroad Authority authorized staff to issue an RFP for consultant services for the Yards Improvement Project (Resolution R2016-51).

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 (Resolution R2014-30).

**ATTACHMENTS**

1. Draft Resolution
2. Professional Services Agreement
3. Exhibit A
4. Exhibit B

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority 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 East Metro Rail Yards Improvement Project will utilize the proposed improvements identified in the 2012 East Metro Rail Capacity and Engineering Improvements Study (East Metro Study); and

WHEREAS, The Intent of the current Yards Improvement 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 to seek construction funding; and

WHEREAS, The Completion of this Project is critical to the economic competitiveness of Ramsey County, the Twin Cities, and Minnesota; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of TranSystems Corporation Consultants, 1475 East Woodfield Road, Suite 600, Schaumburg, IL 60173, for engineering, modeling, financial planning and environmental analysis consultant services for the East Metro Rail Yards Improvement Project; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement with TranSystems Corporation Consultants for engineering, modeling, financial planning and environmental analysis consultant services for the East Metro Rail Yards Improvement Project for the period of November 22, 2016 through November 21, 2018, in the not to exceed amount of \$998,905; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to extend the term of the agreement in accordance with the provisions of the agreement and 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 4th Street East, Suite 200, Saint Paul, MN 55101  
St. Paul, MN 55101 ("RCRRA") and TranSystems Corporation Consultants, 1475 East Woodfield Road, Suite 500, Schaumburg, IL 60173, registered as a Corporation in the State of Minnesota ("Contractor").

### **1. Term**

#### **1.1.**

The term of this Agreement shall be from November 22, 2016 through November 21, 2018 and may not be renewed.

### **2. Scope of Service**

1.1. RCRRA agrees to purchase, and the Contractor agrees to furnish, services described as follows:

#### **2.1.**

Services described in Exhibit A, attached to this Agreement.

#### **2.2.**

Services shall be provided at 214 4th Street East, Saint Paul, MN 55101. If services are provided at any other locations, it shall be deemed an alteration of this Agreement that must be reduced to writing.

#### **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 in accordance with the Project Schedule in Exhibit A.

### **4. Cost**

#### **4.1.**

RCRRA shall pay the Contractor a not to exceed fee of \$ 998,905.00 over the life of the contract according to the agreed to rates.

**4.2.**

RCRRA shall pay the Contractor the following unit rates:  
Rates shown in Exhibit B, attached to this Agreement, on a time and materials basis.

**4.3.**

The maximum not to exceed contract sum is \$998,905.00.

**4.4.**

Reimbursement of expenses will be made consistent with RCRRA policies. RCRRA 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 RCRRA 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.

**5. General Contract/Agreement Terms and Conditions**

**5.1. Payment**

**5.1.1.**

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

**5.1.2.**

Payment shall be based on a negotiated payment schedule.

**5.2. Application for Payments**

**5.2.1.**

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

**5.2.2.**

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

**5.2.3.**

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.

**5.2.4.**

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.

**5.2.5.**

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

**5.2.6.**

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.

**5.2.7.**

Reimbursement of expenses will be made consistent with RCRRA policies. RCRRA 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 RCRRA 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.

**5.3. 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.

**5.4. Successors, Subcontracting and Assignment**

**5.4.1.**

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.

**5.4.2.**

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 RCRRA and subject to such conditions and provisions as RCRRA may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

**5.5. Compliance With Legal Requirements**

**5.5.1.**

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.

**5.5.2.**

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.

## **5.6. Data Practices**

### **5.6.1.**

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.

### **5.6.2.**

The Contractor designates Charles Stenzel 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.

### **5.6.3.**

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.

## **5.7. Security**

### **5.7.1.**

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.

### **5.7.2.**

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.



**5.7.3.**

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.

**5.7.4.**

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.

**5.7.5.**

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.

**5.8. Indemnification**

The Contractor shall indemnify and hold harmless RCRRA and Ramsey County, its officials, agents, and employees against losses, costs, damages, expenses, or claims, 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 negligent act or negligent omission or fault 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.

**5.9. Contractor's Insurance**

**5.9.1.**

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.

**5.9.2.**

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 RCRRA contracting department evidencing such coverage to RCRRA throughout the term of this Agreement.

**5.9.3.**

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.

**5.9.3.1.**

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.

**5.9.3.2.**

The Contractor is required to add RCRRA and Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

**5.9.4.**

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

**5.9.4.1.**

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.

**5.9.4.2.**

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.

**5.9.5.**

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

**5.9.6.**

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.

**5.9.7.**

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.

**5.9.8.**

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.

**5.9.9.**

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-.

**5.9.10.**

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.

**5.9.11.**

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.

**5.9.12.**

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

**5.9.13.**

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.

**5.10. 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.

**5.11. 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:**

Andrew Gitzlaff  
214 4th Street East, Suite 200, St. Paul, MN 55101

**Contractor:**

Charles Stenzel  
1475 East Woodfield Road, Suite 600, Schaumburg, IL 60173

**5.12. 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.

### **5.13. 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.

### **5.14. 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.

### **5.15. 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.

### **5.16. 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.

### **5.17. 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.

### **5.18. Termination**

#### **5.18.1.**

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.

#### **5.18.2.**

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.

**5.18.3.**

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.

**5.19. Interpretation of Agreement; Venue**

**5.19.1.**

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.

**5.19.2.**

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.

**5.20. 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.

**5.21. Infringement**

**5.21.1.**

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.

**5.21.2.**

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.

#### **5.22. 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.

#### **6. 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.

#### **7. 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.

#### **8. 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.

November 2, 2016

## OVERALL APPROACH

### PROJECT UNDERSTANDING

The freight rail network through East Metro is a critical component of the national rail network, carrying 5% of the nation's freight volume, as well as Amtrak's Empire Builder passenger trains. In 2010, RCRRA foresaw challenges with the rail network's ability to accommodate future freight volume that could thwart proposed new commuter rail service and increased intercity passenger trains in the area, so it wisely commissioned the East Metro Rail Capacity Study. The TranSystems/Kimley-Horn team, working closely with the stakeholder railroads and RCRRA, determined that forecasted growth in freight volumes would result in a deterioration of service reliability and speed. Growth of about 50% appeared to be the tipping point beyond which the current East Metro rail network would not readily accommodate additional growth.



While these findings were disconcerting, our team identified also significant opportunities for addressing the worst bottlenecks with infrastructure improvements. The group of projects with the most potential, "Option 1.5 – Northern Upgrades", were projected to not only maintain current network performance with 36% growth, but to slightly increase it. ***Perhaps an even more significant development was the team's achievement of cooperation and consensus from the stakeholder railroads.*** The Class I railroads—normally fierce competitors—demonstrated interest in pursuing mutually beneficial improvements by pledging matching funds and co-sponsoring two TIGER grant applications with RCRRA. Furthermore, the railroads demonstrated confidence in the Study's findings by advancing some of the improvements on their own.

Since the East Metro Study (2010-2012), total national rail volumes have declined predominantly due to a drop in the United States' coal consumption, but agricultural products have not shown a marked downturn and particular commodities' volumes have actually grown. The freight rail tonnage related to "fracking" has ballooned: crude petroleum grew from less than 5 million tons in 2010 to over 45 million tons in 2014 at its peak and crude industrial sand more than doubled between 2010 and 2015. Due to proximity to farm country and oil fields in North Dakota, many of these carloads pass through East Metro, so it is likely that certain commodities' rail volume in the area has increased since the East Metro Study concluded. Conditions from the public side have also changed. While additional intercity passenger trains between the Twin Cities and Chicago are still planned, commuter rail service along the Red Rock Corridor is no longer on the table.

While the circumstances are somewhat changed since 2012, the need for improving freight movements through East Metro is still vital, not only so that continued freight growth is accommodated, but also so that additional passenger traffic to Union Depot can be implemented. As we identified in the benefit-cost analyses that supported RCRRA's TIGER grant applications, freight rail's superior fuel-efficiency over trucks benefits the public more than is often realized. The TranSystems/Kimley-Horn East Metro team, with our intimate knowledge of the project and our established and successful relationships with the stakeholders, will efficiently advance Option 1.5 projects through NEPA clearance. We will leave RCRRA poised to apply for federal funding with "shovel ready" projects that can improve fluidity of this significant freight crossroads.



## APPROACH TO ADVANCE EAST METRO

Similar to the initial East Metro Study, TranSystems sees that the key to a successful East Metro Yards Improvement Project is to gain and keep the trust and cooperation of the railroad stakeholders and to balance the viewpoints of the freight railroads with those of the public agencies and citizens. Our team holds that key. We will rely on our team members who maintain ongoing relationships with the railroads—David Simpson with CP, Jamie Hamm with BNSF, Paul Hentschke with UP, and Ted Coffey with Amtrak—to smooth the transition to new Class I railroad contacts. We will introduce the initial East Metro Study to these new railroad contacts and to listen and learn about developments on their lines. The highest priority for the railroad stakeholders before was to “hold freights whole”. We will determine if that is still the case or whether priorities have changed. We will confirm the changes the railroads have implemented since 2012 and learn how the traffic has changed. We will ascertain RCRRA’s objectives, as well. Early on we will obtain consensus from the key stakeholders over the objectives of the Study and, if appropriate, tailor the scope of tasks to best achieve these objectives.

*Key is to gain  
and keep trust  
of the railroads.*

### *Leverage success generating stakeholder support using TMS modeling to quickly regain railroads’ enthusiasm*

Next, we will leverage the success we had generating stakeholder support for the East Metro projects using our own Transportation Modeling Studio (TMS) to quickly regain the railroads’ enthusiasm. Since we have the TMS model in hand, we will promptly refresh it with physical and operational changes that developed since the initial Study and use it to quickly confirm the benefits of Option 1.5 projects. The changes in circumstances may suggest that some of the Option 1.5 proposed improvements be dropped from current consideration. For instance, as RCRRA points out, without Red Rock commuter service, the proposed station at Lower Afton is not necessary. Similarly, the need for a passenger track flyover—by far the single most costly improvement in Option 1.5—is greatly reduced without the prospect of commuter service, so will likely be a lower priority. By using the TMS model in an iterative process, we will suggest a prioritization within the Option 1.5 listing. The team will collaborate with RCRRA and the railroad stakeholders to adjust the prioritization as needed and build consensus about it. Based on our past experience, we anticipate that improvements to the Hoffman Interlocking, the most significant bottleneck identified, will top the list. We will then consider what subset of the Option 1.5 list can realistically be advanced through NEPA with the current level of funding and the project’s timeline. We will jointly determine with the East Metro stakeholders if funding constraints change the selection of projects to advance.

Once consensus is achieved on the project list, our design team will commence high-level design to confirm that the improvements are physically feasible. While this was done in the initial Study, conditions may necessitate changes. For instance, if the proposed passenger flyover will not be advanced currently, cross-overs will be needed instead. The design team will perform conceptual design to ensure that the new improvements can work. We will also create an RTC model to verify that the proposed infrastructure will create the fluidity improvements suggested by the TMS model. Since RTC is routinely used by the railroads, confirmation with this platform will increase stakeholders’ confidence in the recommendations.

After the feasibility and effectiveness of the selected projects is confirmed, the study team will commence environmental review (led by Kimley-Horn, with assistance from Mead & Hunt and Cross-Spectrum Acoustics). We anticipate that the selected projects will be eligible for a Categorical Exclusion class of action. Concurrently with the environmental review, we will progress plans through preliminary engineering (led by TranSystems, with survey performed by Rani Engineering). We will use survey data previously obtained to the extent possible and obtain supplemental survey data, as needed, to facilitate the design effort.

As we progress the Study, our team will keep notes about what we learn about RCRRA’s and the railroad stakeholders’ objectives and priorities—and add them to the list we have already started. We will refer to memorandums of understanding (MOU) with which our team members have had experience and utilize the



most effective and pertinent language as a base for a MOU between RCRRA, MnDOT, Amtrak and the freight railroads. We will share the draft document and gather feedback from the parties to the proposed MOU and edit the MOU framework, as needed. RCRRA can then use this framework as a starting point for negotiations toward finalizing the MOU.

## PROJECT SCHEDULE

The key personnel assigned to this project are all of high quality and experience. The assignment of these key staff members coupled with our current staff levels, along with our team member firms, will ensure the timely and successful completion of the project. Our integrated team approach allows us to:

- ▶ Provide the needed capacity
- ▶ Supply multiple experts to complete the various tasks
- ▶ Complete a full operational analysis, preliminary engineering and NEPA documentation
- ▶ Be self-sufficient and communicate succinctly

We feel that the timeline for the project can be condensed from your desired 24-month schedule into 18 months. It is important to identify the potential risks that could slow down the project. The following are potential risks:

- ▶ Railroad coordination and MOU negotiations
- ▶ Resource agency coordination and reviews, such as MnHPO
- ▶ Opposition by the public or businesses, such as those adjacent to project improvements

The key is managing these risks and identifying ways to mitigate them or avoiding them from occurring. For example, having early and frequent communications with the Railroads, as we did in the initial Study, will identify key issues at the front of the process and allow the team to develop solutions. Our team has tremendous experience in managing the risks associated with this type of project and will put the skills to use throughout the project study.

| TASK                                     | 2016-2018 |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
|------------------------------------------|-----------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|
|                                          | 1         | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| Review Previous Projects                 |           |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| Project Management and Coordination      |           |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| Study Advisory Group                     |           | ★ |   |   |   |   |   |   | ★ |    |    |    | ★  |    |    |    | ★  |    |
| Railroad Working Group                   |           | ★ |   |   | ★ |   | ★ |   | ★ |    | ★  |    | ★  |    |    | ★  | ★  | ★  |
| Communication and Public Involvement     |           |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| Public meeting                           |           |   |   |   |   |   |   |   | ● |    |    |    |    |    |    |    | ●  |    |
| Capacity Improvement Analysis            |           |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| Capacity Modeling                        |           |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| Engineering of Improvements              |           |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| Capital and Operating Cost Estimates     |           |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| Environmental Analysis and Documentation |           |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |
| MOU Framework                            |           |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |

★ Meeting

● Public Meeting

## **BASE WORK PLAN** //////////////////////////////////////////////////////////////////

The TranSystems/Kimley-Horn team understands the need and purpose for advancing the Option 1.5 projects. Our team can efficiently and effectively execute the project work plan based on our knowledge gained during the initial East Metro Study. We will divide the project according to our respective strengths – TranSystems will focus on modeling and railroad design while Kimley-Horn will focus on environmental review and public engagement. Our staff will share perspectives and collaborate to deliver a cohesive and coordinated planning effort.

### **1. PREVIOUS & WORK IN PROGRESS TRANSPORTATION PLANNING INITIATIVES PLAN**

The interconnected nature of the transportation system demands that there be an awareness of the multitude of initiatives that are ongoing in the Twin Cities region. The TranSystems/Kimley-Horn team is well versed in capturing the many moving pieces in a region to ensure that our work fits into the greater perspective.

Our team is familiar with all the projects referenced in the RFP, in fact our team members have led and participated in many of the initiatives. The Kimley-Horn staff's intimate knowledge of regional efforts will allow for an accelerated review of the relevant components of the initiatives outlined below:

- ▶ 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

In the initial review of these initiatives, we would seek details related to the study area, such as:

- ▶ Availability of operational data on freight movements
- ▶ Existing RTC models that could be modified for this project
- ▶ Environmental resource data and considerations made in other initiatives
- ▶ Community input of project benefits and impacts
- ▶ Benefit-cost analysis results and methodologies
- ▶ Relevant stakeholder agreements

We would ensure that our technical experts are fully versed on the relevant elements of each initiative so that is reviewed with a critical eye toward this project's needs.

#### **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. PROJECT MANAGEMENT AND COORDINATION**

TranSystems, a national leader providing engineering for freight railroads, will lead the East Metro Rail yards Improvement Project. Our project manager, Sara Clark, has extensive experience managing projects that marry the public interest in efficient transportation solutions with private sector infrastructure. She has worked closely

with Brian Smalkoski from Kimley-Horn, and together they will apply their project management expertise to successfully deliver engineering and environmental clearance for the East Metro Project.

### **Project Management Team/Stakeholder Advisory Group**

The TranSystems/Kimley-Horn team's approach is to work collaboratively with the RCRRA and the Project Management Team (PMT) to understand the issues and facilitate coordination. TranSystems and Kimley-Horn believe in a seamless approach to engineering and environmental clearance. We believe that continuous conversation is most important in order for a project to go smoothly, as well as completing the project on time and within budget. With our experience working on the initial East Metro Study, we know it is important to be flexible, responsive, and comprehensive.

The cornerstone to producing high quality, cost-effective products is clear communication between RCRRA, the PMT and the TranSystems/Kimley-Horn team. To facilitate this communication, TranSystems will prepare a monthly status report that describes work completed, any issues encountered, and remaining budget for any authorized services. These items, along with any potentially contentious study issues, will be discussed on regularly scheduled conference calls with the PMT to confirm direction and set a course for addressing issues.

The Stakeholder Advisory Group (SAG) will meet four times over the 18-month schedule to receive updates on progress and provide technical input into the study findings. These workshop-style meetings will allow for participants to share their views and help direct the study toward implementation.

### **Railroad Coordination**

A key to engaging the freight railroads is to understand and respect the railroads operations as their primary activity. All railroads have public relations and governmental affairs departments that have traditionally been the entryway into the railroad organizations. Most line staff of the railroads (e.g., dispatchers, roadmasters) is completely engaged in the primary functions of the railroads—moving trains from origin to destination. Strategic planning managers look at investments in their infrastructure based on its return on investment for the railroad. Getting to real, meaningful discussion that leads to priorities requires a modified approach. Following proper protocol and communicating the benefits of discussions is critical to successful project involving rail investments and changes to infrastructure. Amtrak, BNSF Railway, Canadian Pacific Railway, Twin Cities and Western Railroad, Union Pacific Railroad, and Union Depot Railroad (RCRRA) are all potentially impacted by the Option 1.5 projects. Therefore, all of these stakeholders will be part of the Railroad Working Group.

TranSystems will use a multi-level approach to communicating with the railroads. The primary portal is through the locally established government affairs staff in Minnesota. Secondly, we will engage on the ground with the day to day line staff, through close observations of infrastructure changes, local train operations and operating philosophy. When we have all the facts and are ready for discussions on concepts of operating and infrastructure changes we will engage strategic planning staff through the Railroad Working Group (RWG) in a series of nine meetings. TranSystems will focus on credible options and win-win priorities that build consensus with the project stakeholders.

### **Agency Coordination**

Coordination with MnDOT and FRA is required to advance this project's engineering and environmental clearance objectives. Both of these agencies, along with other federal, state and local agencies, will need to be engaged on specific issues throughout the project.

Our team will establish a communication protocol with RCRRA early in the project schedule. RCRRA must be fully engaged and participate in the coordination efforts as RCRRA is ultimately going to lead project implementation.



### Quality Management Plan

Our Quality Manager in cooperation with our Project Manager prepares a job-specific Quality Management Program (QMP) that incorporates QA/QC procedures for both TranSystems and our subconsultants' quality management. Our program will consist of policies, procedures, and the organization necessary to provide necessary quality control and assurance. Our program will also have provisions that allow RCRRA to audit both TranSystems and our subconsultants to verify compliance with our plan.

We present our QMP to RCRRA for review and comment. Your comments are incorporated into our program. A revised program will be presented back to you for review and approval. This approach enables us to make sure our QMP meets both your requirements and will be in place from the beginning of the project. Quality applies to planning, preliminary design, oversight and management, accounting, administration, and project control. As your Consultant, we see two major elements of the overall project QA/QC, including:

- ▶ Internal QA/QC procedures for TranSystems as your prime consultant
- ▶ QA/QC procedures used by our subconsultants

Our Quality Manager will be responsible to implement the QMP for this project and will work with RCRRA staff during quality assurance audits. We have an independent staff check the work of the task staff and mark up the plan sheets (or report) with any comments and/or exceptions. Then, the task staff makes the appropriate corrections and crosschecks the marked up plan sheets (or report) to indicate the corrections have been made. The third step is to check the plan sheets (or report) once more to verify that all corrections are complete.

### QA/QC Levels Summary



### 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 RCRRA project manager meetings in hard copy and electronic formats.

## 3. COMMUNICATION AND PUBLIC ENGAGEMENT

### Communication and Public Engagement Plan

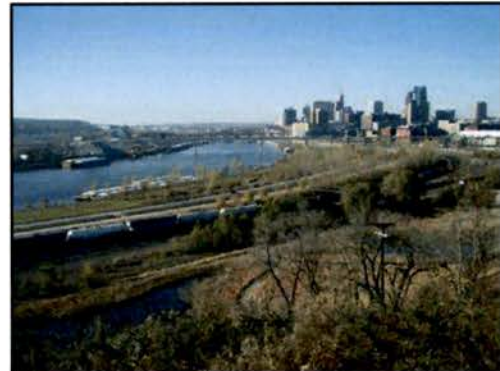
The TranSystems/Kimley-Horn team, led by our local public involvement task manager, Jessica Laabs, AICP, will develop a communication and public engagement plan (CPEP) that educates, informs, and builds consent for the East Metro Rail Yards Improvement Project. Jessica, working with RCRRA and the rest of the project team, will develop accessible, effective, and timely public engagement activities. At the kick-off meeting we will listen, discuss and document RCRRA's public engagement goals for the project, then begin to define the CPEP. Building off your goals and our knowledge from the initial East Metro Study, we will work with you to identify key audiences and critical partner agencies, identify timelines and frequencies in concert with key project milestones, and refine the techniques proposed below. We will draft a section of the CPEP dedicated to the identification of populations typically underrepresented in the planning process, such as minority, low-income, immigrant, non-English speaking, and/or disabled communities, and will outline specific techniques to address concerns of these populations, as appropriate. We will capture all this information in the CPEP, a living document that we will revisit and update throughout the project.



### **Social Media, Website Support and Web-Based Engagement**

Our team will utilize and build upon RCRRA's existing East Metro project website, GovDelivery and social media accounts to communicate with the public and to generate public input and support for the project. We will develop a plan for social media that includes general guidelines for social media content, targeted promotional partners, general project posts that can be used universally, and a timeline of scheduled posts based on project milestones and will incorporate this plan into the overall CPEP. We will create a similar plan for web content.

Our trained team will design the format and content of these messages not only to be clear and uniform in order to facilitate sharing throughout social media by other organizations, but also persuasive and appealing to encourage sharing and "likes". We will provide web, email, and social media content that is web ready, in plain language, and in compliance with Minnesota's Accessibility Standard, Web Content Accessibility Guidelines 2.0 (Level AA), and Section 508 of the Rehabilitation Act. We will also create for RCRRA a project GovDelivery template that resonates with the project branding and provides a consistent and familiar look to each update.



*High quality photography will create interest and enhance web engagement.*

We will prepare content for each website, GovDelivery, and social media update in tandem, not only to encourage a consistent message regardless of platform, but also to minimize the cost to RCRRA. We expect that 12 social media posts and website updates and 8 GovDelivery messages throughout the course of the project will sufficiently communicate and publicize the project's progress and have planned accordingly.

### **Community Meetings and Open Houses**

While the anticipated Categorical Exclusion level of documentation does not require a public hearing under the federal (NEPA) process, TranSystems/Kimley-Horn team proposes two rounds of open house meetings to satisfy area residents' high interest in local projects and to provide a public forum for sharing ideas. At the first open house, held early in the process, we will reintroduce the East Metro project to the public, present alternatives, and gather initial input. At the second, held before final decisions are made, we will present potential impacts and alternatives for the public's review and comment. This second open house will meet the requirements under Minnesota's environmental process (MEPA).

Our team will produce informative and visually appealing display materials that tell a clear story about the East Metro project's progress and issues faced. Where it makes sense, we will incorporate interactive activities to promote a greater level of engagement and ownership among project stakeholders. We will prepare all meeting materials and notices, staff the meetings alongside RCRRA, and summarize all public comments received. TranSystems/Kimley-Horn will assist RCRRA in preparation for up to 12 additional stakeholder meetings over the course of the project; including staffing of up to six such meetings. We recommend that up to four of these separate meetings focus on typically underrepresented populations. Understanding that a broader event held elsewhere would likely attract less participation, we will choose meeting sites close to those populations or at existing events in these communities to encourage involvement.



One of the key challenges we see with engagement on this and other freight projects is communicating the many public benefits of freight transportation and convincing the public that freight improvements are an important use of government time and money. We propose production of a highly graphical, informative video for RCRRA to use in its outreach effort. The video would lay the foundation for the importance of freight, the importance of the East Metro area to the success of the region, and answer questions such as “What is the East Metro project?”, “Why is the project needed?”, and “When will the project happen?” A tool like this can also be used and/or built upon in future phases of the project. Kimley-Horn would keep the video to under two minutes and prepare the script, graphics, animation, and voiceover for RCRRA’s approval. RCRRA could use the video both online and for in-person presentations.

#### SEE OUR VIDEO WORK!

Search YouTube for:

- [Hennepin Lyndale Construction](#)
- [Minnesota Statewide Freight System Plan](#)



#### Community Milestone Notification

We will identify key project milestones, such as critical project decisions, and determine the best methods for informing the public of these milestones (e.g., posting documents, or public meetings). We will not only use the primary methods described above—social media, web, and email forums—but also prepare press releases and send electronic invites to community organizations which can be readily forwarded to their members. While we do not recommend broad project mailings, we will print a limited number of flyers in advance of each open house or public meeting for distribution at community facilities, such as community centers and churches, particularly for those meetings geared toward traditionally underrepresented populations.

#### Communication and Public Engagement Deliverables:

- ▶ Communication and Public Engagement Plan, including social media plan
- ▶ Stakeholder distribution list(s)
- ▶ Digital imagery and content for all electronic and print materials
- ▶ Graphic design for electronic and print materials
- ▶ Materials for open house and community meetings, including presentation and display materials, take home materials and way-finding signage.
- ▶ Attendance (project manager and/or deputy project manager, as well as other team members) at open house and select community meetings
- ▶ Community Milestone Notification Plan
- ▶ Website content (AP style, plain language, no formatting) and on-going updates
- ▶ Spreadsheet tracking public comments, project team responses, and how the comment influenced study decision-making.
- ▶ Translation services and translation of written materials, as appropriate.
- ▶ Public outreach activities in compliance with the Minnesota Environmental Policy Act (MEPA).

#### 4. CAPACITY IMPROVEMENT ANALYSIS

TranSystems’ modeling and design teams will collaborate to ensure that the best and most cost-effective East Metro projects are advanced to preliminary design and environmental review. The capacity improvement analysis and modeling go hand in hand; there is a blurred line where the analysis of capacity improvement ends and modeling begins.

Our railroad liaisons and the design team, through discussions with the railroad stakeholders and application of knowledge gained from the initial East Metro Study and other previous railroad projects, will develop initial opinions over which of the proposed improvements will improve the network’s fluidity the most. We will test the hypothesis using modeling. Often the simulation will confirm initial ideas, but just as often the simulation will

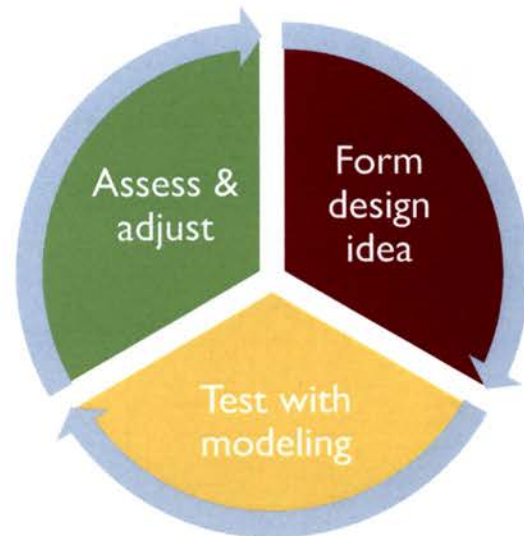


surprise. Our team will review the simulation results to determine where the network can be improved, how the infrastructure can be tweaked to be more effective, and/or how the model should be modified to more accurately simulate operations.

TranSystems will perform this initial round of capacity improvement analysis to screen the improvements, firming the list of projects to advance. The modeling effort is described in more detail below.

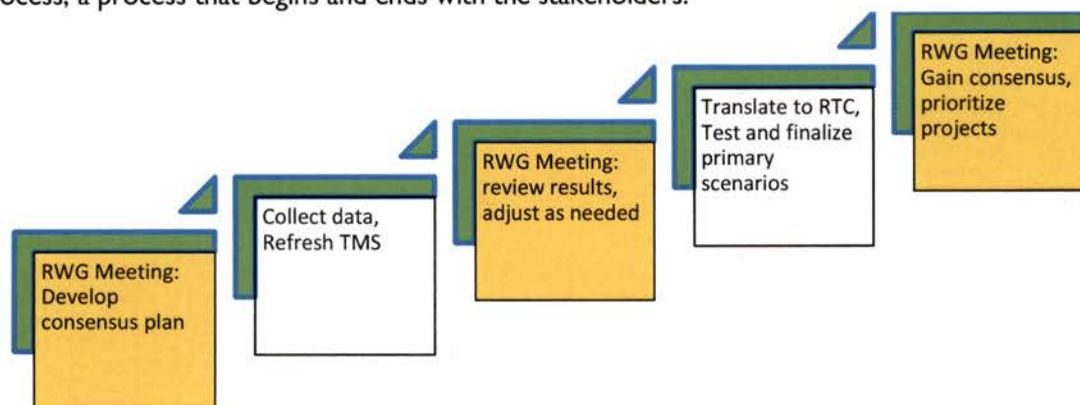
## 5. CAPACITY MODELING & IMPROVEMENT IDENTIFICATION

TranSystems Operations Modeling and Analysis group, working closely with David Hadley, our team's rail dispatching expert and the design team, will perform capacity modeling and improvement identification. This team performed the simulation modeling in the initial East Metro Study and will leverage that experience and previous modeling to jump-start the modeling effort.



Our team learned from the initial East Metro Study, as well as from over 25 other modeling projects for BNSF, UP, CP, and CN freight railroad operations, that planning complex projects can be improved using operations simulation and analysis. We learned that getting the train service plan defined and captured accurately is key to developing a useful, dynamic simulation. We learned that establishing concurrence up front over the train service plan, the objectives of the study and the on metrics used to report results facilitates consensus building, avoids misunderstandings and minimizes rework—but can be particularly challenging when there are multiple operating entities. We will overcome these challenges by resolving any inconsistencies in data received from the various stakeholders and maintaining open communication with the railroads.

We will take a building block approach to the modeling assignment which will facilitate capacity evaluations and identification of infrastructure requirements. Each step will build upon information gained and decisions made in earlier steps. We will communicate results with stakeholders and incorporate their feedback as a recurring step in the process, a process that begins and ends with the stakeholders.



### Railroad Working Group Initial Modeling Meeting

To best support consensus building with the multiple operators in this area, we will utilize one of the regularly scheduled PMT calls early in the schedule to confirm RCRRA's modeling objectives and review how modeling scenarios will achieve those objectives or whether modifications are needed. Based on our past experience, we will also try to anticipate the railroads' concerns and, if needed, suggest changes to the plan to proactively address such concerns before engaging those stakeholders.

Next, we will document project design assumptions and the preliminary modeling plan and review them with the railroad stakeholders at a RWG meeting at the start of the modeling tasks. The modeling team will confirm how the scenarios will be used to compare rail performance under different conditions and to identify the need for infrastructure improvements. We will listen to the railroads' ideas and feedback regarding the simulation plan, review and integrate stakeholders' feedback to develop a consensus modeling plan, and ensure the Study team, RCRRA and the railroad stakeholders agree on data requirements, initial assumptions, growth scenarios, and performance goals and metrics.

#### **Data Collection & Screening with TMS Model**

After the initial RWG meeting, our team will gather data for the simulation and analysis, including the following:

- ▶ **Current conditions:** The team will use the data from the initial East Metro Study as a reference and, through discussions with stakeholders, dispatchers, and others, identify changes since 2010. We expect to find that the Class I railroads are now operating longer trains—perhaps exceeding 10,000 feet—made possible due to utilization of distributed power. The train service plan and operating assumptions drive capacity needs, so we will focus on them. We will gather freight traffic volumes and mix, use of area terminals and rail support facilities (maintenance, inspection, crew changes, fueling), industrial customers, and existing Empire Builder schedule. We will work with the railroads and design team to identify infrastructure changes constructed in the interim years.
- ▶ **Union Depot:** The St. Paul Union Depot was “black-boxed” during the initial East Metro Study because its reconstruction plan was not finalized. Now that the Depot upgrade is complete and operational, we will integrate it into the simulation model using track charts, including elevations, curves and signal locations, and the Depot's operations practices, including layover requirements.
- ▶ **Anticipated growth:** We will revisit freight volume and mix assumptions for a 20-year horizon, and refresh them to comply with the new consensus modeling plan. We will update proposed passenger operating schedules by removing the previously proposed Red Rock commuter trains and substituting a second frequency of Amtrak. We will modify plans for higher speed trains for the Twin Cities-Chicago corridor as needed.
- ▶ **Anticipated physical changes:** The design team will provide any changes to the conceptual design of Option 1.5 infrastructure and through discussions with stakeholders we will determine any improvements the Class I's plan to construct on the area network based on their own needs.

TranSystems proposes to use a variety of modeling tools and supporting capabilities, starting with our own Transportation Modeling Studio (TMS), used in the initial East Metro Study, and then transitioning to Berkeley Simulation Software Rail Traffic Controller (RTC), with which the railroads are most familiar.

We plan to **leverage our existing TMS model of East Metro to quickly validate train service and operating plans and to reach agreement early—much sooner than could be achieved using RTC.** We will:

- ▶ Load the TMS model and refresh it to reflect the current train service plan for freight and passenger traffic and for current infrastructure based on the data gathered.
- ▶ Perform initial modeling runs representing current conditions and, using TMS' visualization feature, rapidly identify any data issues with the train service plan, make adjustments as needed.
- ▶ Perform baseline runs to confirm the model mirrors current conditions—such as speeds, travel times, yard entry/exit locations, on time performance—and baselines are valid for capacity evaluations.
- ▶ Configure TMS with the recommended incremental options and run primary scenarios.
- ▶ **Steer attention to most effective improvements early** using quantitative metrics.
- ▶ Analyze TMS modeling results to determine whether changes in current conditions or future expectations suggest RCRRA make changes to the proposed infrastructure listing.



### Railroad Working Group Initial Modeling Review Meeting

The study team will meet again with the RWG following the initial TMS runs to review results of the data collection and the initial model results that communicate the operating plan and identify the bottlenecks on which subsequent RTC capacity runs will focus. We will review the Base Case (current), growth, and passenger volume scenario assumptions/plans with the stakeholders. We will listen to feedback during this meeting and use it to adjust the model, as needed, and as a basis further modeling.

### RTC Modeling – Primary Scenarios

After the stakeholders have concurred with the initial model results and conclusions, TranSystems will translate the TMS model to the RTC platform to perform the baseline and incremental passenger and freight volume scenarios using RTC. During this step, the modeling team will:

- ▶ Convert from TMS to RTC using a combination of manual and conversion utilities to translate between data formats to ensure consistency between the models.
- ▶ Add details needed for RTC (e.g., signals, locomotive types) and integrate other MnDOT RTC model dispatch data from connecting or related rail corridor projects where it is beneficial.
- ▶ Review results of the RTC Base Case scenario development to ensure that the case is properly resolved and matches area meet and pass practices and other operating details. (Thorough internal review of resolving the case prior to presentation to the railroads will minimize subsequent rework.)
- ▶ Implement the RTC model, ensure it is synced with TMS, and test the base case and growth scenarios without infrastructure improvements (the primary scenarios as agreed for the consensus plan). Each RTC run will report outputs for 7 days plus a 2-day warm-up and 1-day cool-down. These “no build” scenarios provide the metrics with which to compare the “build” scenarios. Although the RFP suggested 28-day runs, in our experience, we can effectively identify bottlenecks with much shorter simulations. The second, third and fourth weeks of a simulation run merely repeat the problems that surface in the first week. Accordingly, we propose to shorten the runs in order to conserve RCRA’s limited funding.
- ▶ Incrementally add infrastructure to the model until reported freight train performance and passenger on-time performance (OTP) reach the goals established in the consensus plan.
- ▶ Use these scenarios to compare speed levels and other train performance metrics to quantify and distinguish the level of infrastructure that is needed to support freight and passenger growth.

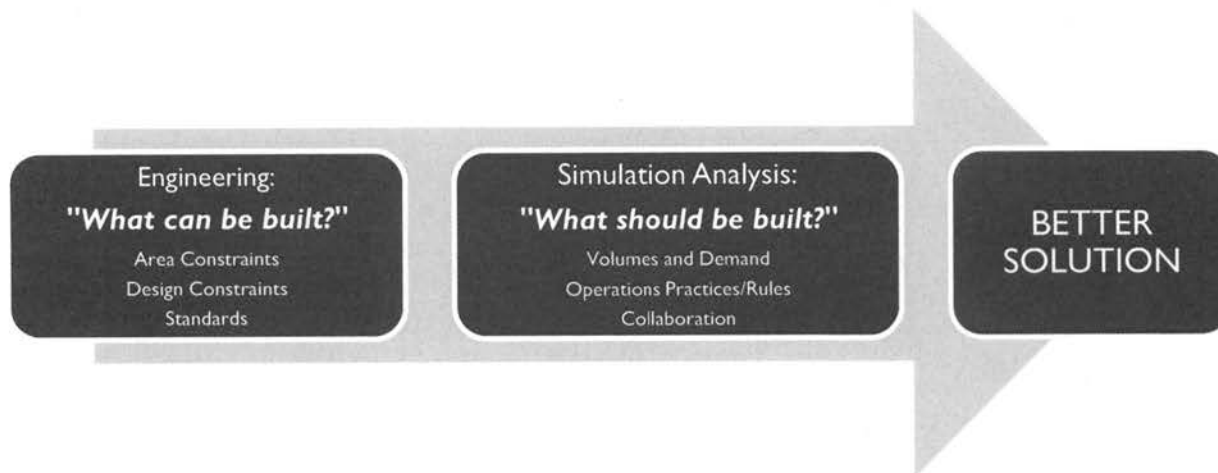


We believe the robustness scenarios suggested by the RFP are not imperative for proving effectiveness of the proposed improvements. Accordingly, TranSystems proposes that it only conduct robustness analyses using the RTC cases if there is sufficient budget remaining after completing the primary modeling runs. If that is the case, we will measure robustness regarding “randomizations” of freight time and tonnage and passenger train arrival time and station delay to the “build” scenario with both freight and passenger growth. In a second robustness scenario we will test a maintenance disruption that entails a track outage for one of the more critical choke points to predict recovery time. In a final “robustness” scenario, we will factor the variations from the first two to determine the additional infrastructure needed to attain the performance goals established in the consensus plan...or to determine that Option 1.5 improvements are insufficient for achieving such performance levels.

### Railroad Working Group Review Meeting, Decisions & Reporting

With the final results of RTC primary scenarios (and, possibly, robustness scenarios), we will conduct a final stakeholder meeting during which we expect to achieve **consensus with the stakeholders over the prioritization of improvements**. The Study team will present modeling outputs (animations, reports, stringlines, etc.) for the primary scenario results as outlined in the RFP for stakeholder review and feedback. We will report metrics by railroad as well as all railroads combined, if desired. TranSystems’ building block modeling

approach is a collaborative, iterative process by which we will help RCRRRA and the stakeholder railroads to systematically filter options and rationally conclude "what should be built".



Finally, TranSystems will prepare a report that describes the modeling and analysis approach, data sources, assumptions, results (TPC, stringlines), animations (AVI files of each case) and recommendations. We will provide appendices of meeting minutes, a schematic of the proposed infrastructure, including signal locations, and all RTC cases (inputs and outputs).

**Capacity Modeling Deliverables:**

- ▶ RTC Modeling for the proposed improvements from Task 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 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.

## 6. ENGINEERING OF IDENTIFIED IMPROVEMENTS

The project team will collect current track chart and timetable information from each of the three Class I railroads and compare them with earlier versions to identify changes in the network and operations since the initial East Metro Study. With this information, we will conduct fact gathering meetings with railroad operating, signal, maintenance, and engineering staff to evaluate the changes made to the network. We will ascertain any changes to the railroads' long-range plans for freight movement through the corridor and the status of planned capacity improvements projects, including implementation of PTC. Since operating improvements play a critical role any cost-effective improvement scenario, we will visit with the railroad dispatchers. Signal efforts during this task also include assessing the current systems in place with the assistance of signal staff at each of the railroads for location and type of equipment, signal spacing, speed and current constraints. The assessment will include understanding each railroad's plan for implementation of PTC on these routes and how that might affect the compatibility of the systems and joint trackage. Documentation will be assembled for all affected routes.

If possible, we will perform a field review to better understand current network conditions and freight movements. Lastly, we will ascertain any changes with freight rail customers and short line operations by meeting with these stakeholders. Local service cannot be underestimated or ignored, and the manifest trains that provide the service have a definite operational impact on the system.

### Existing Rail Conditions

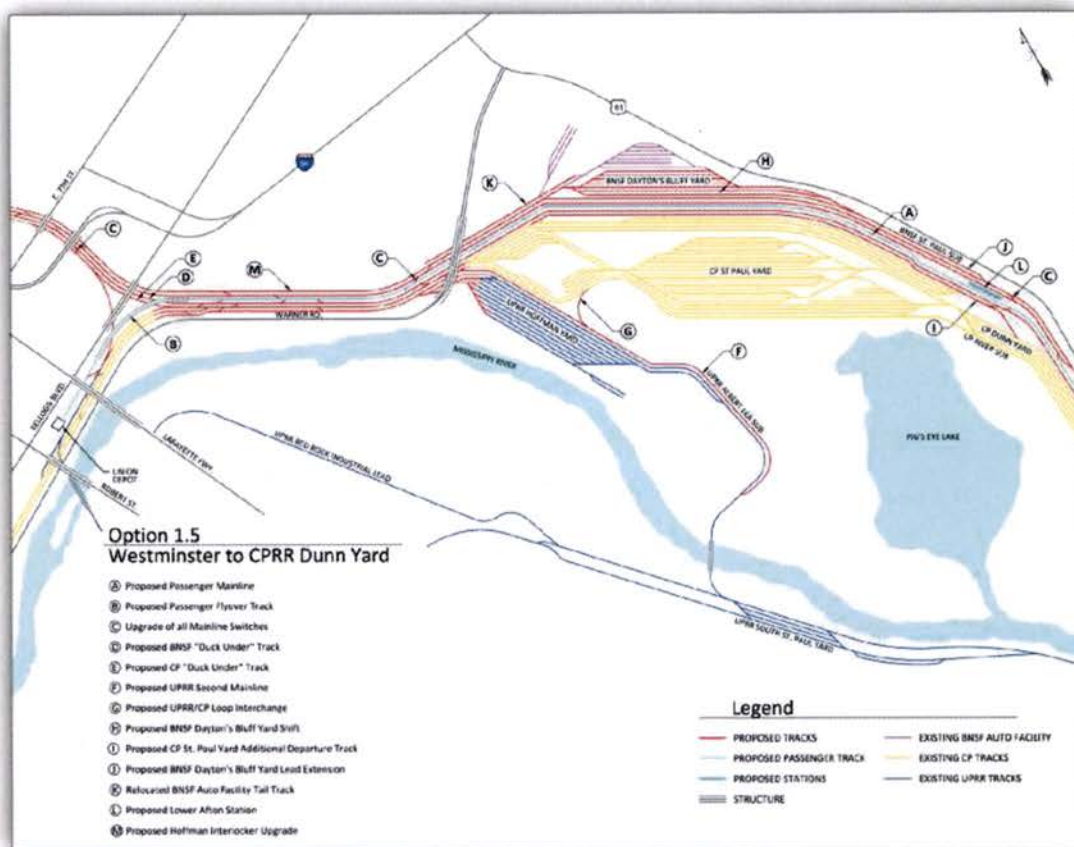
Since the initial East Metro Study, CP and BNSF have initiated several capital projects in East Metro area, additionally UPRR has a project in development, and publicly supported efforts are advancing, as listed here:

- ▶ The St. Paul Union Depot project is complete and placed in service.
- ▶ The commuter rail option under the Red Rock Corridor is no longer under consideration.
- ▶ CP extended five tracks and is adding a sixth to Dunn Yard increasing mainline capacity.
- ▶ BNSF plans to convert a yard track to a third main within Dayton's Bluff Yard.
- ▶ UPRR designed the second main along Hoffman Yard.
- ▶ The Amtrak service development plan for second Empire Builder has advanced.
- ▶ Twin Cities-Milwaukee-Chicago Intercity Passenger Rail Service study has advanced.

With a full understanding of existing freight and passenger rail conditions, the team will modify the conceptual designs we developed during the initial East Metro Study, Option 1.5 to reflect conditions today and will also eliminate the proposed passenger station at Lower Afton. Development of the conceptual plans will not only determine the feasibility of the proposed infrastructure, but will also inform the modeling team of changes needed to the model. Next, our team will evaluate the infrastructure improvements on the Option 1.5 list.

Based on our experience in the initial East Metro Study, we anticipate that the upgrade of the Hoffman Interlocking will be the most desired by the railroads and the most beneficial to the fluidity of train movements. The value of the proposed passenger flyover—by far the single most costly project on the Option 1.5 list—may be significantly diminished due to changes in the anticipated passenger service. Despite the elimination of future commuter trains, TranSystems expects the new mainline through the area of the rail yards will still be worthwhile for use as a dedicated passenger track for Amtrak and as supplemental freight capacity when passenger trains are not in the area. The evaluation may confirm the benefits predicted in the initial East Metro Study or it may indicate that under current conditions the benefits are lesser (or greater).





### Stakeholder Collaboration

TranSystems will share its preliminary evaluation of the Option 1.5 projects with RCRRA and the RWG. Jointly the group will decide whether it is appropriate to modify the project listing. The resultant listing will be the projects to advance. At this meeting, the design team will also confirm with RCRRA and the railroads exactly what is expected for thirty percent engineering as well as discuss the appropriate design criteria. Upon selection of the preferred scenarios, the project team will immediately begin the preparation of track, structure, and related infrastructure. As proved productive during the initial East Metro Study, at key milestones the team will hold workshops with the RWG to collaborate and brainstorm solutions to issues that are encountered and to confirm the direction of the project team.

Design and plan production standards will be prepared according to design criteria developed by TranSystems and agreed by the railroad stakeholders.



### Survey

Upon confirmation of the project listing, we will identify the supplemental survey data needed to advance the plans to the level required complete the environmental process. Rani Engineering will perform the topographic surveying, as it did for the East Metro Study. Rani will reestablish the control network it developed previously and spot check previous survey to expedite survey effort and avoid a full topographic survey for the selected projects. Assuming that reasonable track times will be allowed, we expect Rani will provide the supplemental survey information required with a total of three weeks of field time and a week of office data reduction. Rani will utilize the Gopher State One Call system and coordinate with the railroads to locate existing utilities. The project team will use the previous survey data and



supplemental survey to produce the engineered plans. The proposed budget includes an allowance for right of entry agreements for the survey team and for railroad flag protection.

### **Plans & Specifications**

TranSystems will prepare preliminary design for new or relocated track, including, turnouts, connections, cross-overs, and sidings. In addition to defining railroad project design criteria and typical section elements, the following tasks will be performed:

- ▶ Establish horizontal and vertical geometrics based on required train speeds providing appropriate horizontal and vertical clearances for all structures and adjacent tracks. Coordinate with the structural and civil engineers to accommodate required appurtenances.
- ▶ Develop preliminary rail cross sections at 100 foot intervals that include required railroad service roads, grading, drainage, utilities, and rights-of-way.
- ▶ Develop the construction limits of the proposed project(s) and estimate the approximate amount of right-of-way (or easement) to be acquired from the adjacent property owners, if any.

If the passenger flyover has not been eliminated from the project list, TranSystems will also advance the structural plans to the level needed for environmental review. We do not expect that additional drainage or utilities work will be needed, but we will review these items to confirm.

### **Engineering Deliverables:**

- ▶ Design criteria approved by the stakeholders
- ▶ Engineering plans at a level of detail sufficient to complete the environmental process.
- ▶ Coordinate agency review of engineering plans, track comments, any necessary revisions
- ▶ Survey

## **7. CAPITAL & OPERATING COST ESTIMATES**

### **Capital Cost Estimates**

As TranSystems' design team completes design submittals, we will prepare estimates of probable construction cost for the improvements following FRA guidelines. Our goal for this effort is to provide RCRRA a realistic construction cost estimate to allow it and the railroads to budget and seek funding for the project. Since railroads normally design and construct all their own signal infrastructure, we will work closely with the stakeholder railroads to determine signal costs. We assume that the respective railroad would construct its own signal infrastructure, but that outside contractors would construct all other components of the project.

We will use the quantities from the engineering design of the project, as well as for any environmental mitigation that is anticipated, as the basis of the cost estimate. We will then extend these quantities by historic construction unit costs from other projects of this size in the area to calculate the probable construction costs. (We will refer to our railroad clients' recent experience with construction bids to objectively determine historic unit costs.) Contractors normally include not only the material costs, but also the labor and equipment to install the material, in the unit costs. If deemed appropriate, we will adjust these costs for current market conditions, the desired construction schedule, access and staging requirements, or for cost information from other projects around the country. We will apply a reasonable percentage of construction costs to estimate final engineering design and contingencies and will reduce total estimated project cost for the expected salvage value of materials planned for removal.

We will coordinate with our environmental team and the stakeholder railroads to appropriately estimate project costs for any items with which the rail design team is not experienced, such as wetland mitigation credits, outside utility adjustments, and property acquisition costs.

### **Operating and Maintenance Cost Estimates**

TranSystems does not anticipate that any East Metro project selected to advance will generate new or incremental train operations, but rather we expect any such project will facilitate train movements, reducing operating costs. The RTC model will quantify the extent of operations improvements in hours of train delay avoided. Train delay generates several costs to railroads, including crew wages and benefits, fuel, locomotive ownership and operation costs, and railcar fees ("car hire"). TranSystems will use rates developed by the University of Illinois' Rail Transportation and Engineering Center (RailTEC) to objectively value train delay savings, tailoring the car hire costs to the mix of rail traffic in the project area.

Any new infrastructure will, though, require maintenance. TranSystems will prepare an initial estimate of annual maintenance costs by applying an average maintenance of way (MOW) expense per track-foot to the incremental feet of track the project adds to the rail network. This average will be derived from Class I railroads' actual expense experience and network assets, as reported to the Association of American Railroads and published in the annual *Analysis of Class I Railroads*. Through discussion with railroad stakeholders we will determine whether project characteristics warrant a maintenance cost estimate higher or lower than average and, if necessary, adjust the initial estimate accordingly.

We don't anticipate that the East Metro project will entail addition of new equipment or rolling stock, but if it does, we would seek manufacturers' guidance to estimate equipment operation and maintenance costs.

Replacement of railroad infrastructure assets is much more contingent upon use and wear, rather than a set period of time. Typically, ties and ballast need capital replenishment more frequently than rail does. Furthermore, some level of tie replacement and addition of ballast is performed with routine maintenance. Accordingly, TranSystems will discuss with the railroad stakeholder its replacement history for similar rail infrastructure in the area to determine a realistic lifecycle for the project's infrastructure and will factor this information into a lifecycle cost estimate for the project.

### **Public Benefits Analysis**

TranSystems will prepare a benefit-cost analysis (BCA) suitable for inclusion with a TIGER grant application. Reduced train delays, discussed above, directly benefit the railroads, but to the extent passed on through lower tariffs and prices, also indirectly benefit shippers and consumers. Reduced train delays also generate the environmental benefit of improved air quality because the trains use less fuel. Reducing train delays can also deter shippers from switching shipments to trucks. If modal shift can be avoided, the public enjoys a whole new set of public benefits related to highways: lower congestion, lower roadway maintenance, and reduced fatalities and injuries. TranSystems' team will brainstorm with RCRRA, the stakeholder railroads, and the Kimley-Horn's environmental team to identify additional benefits to be captured in the BCA.

We will monetize the identified benefits following United States Department of Transportation (USDOT) guidelines for TIGER grant applications and analyze the benefits and costs over a 20-year BCA period. Cash flows, discounted at 3% and 7%, will generate two benefit-cost (B-C) ratios for consideration. TranSystems will prepare a narrative describing the public and private benefits and costs, as well as the BCA's calculations. We will include a discussion of any additional benefits for which the monetary value could not be readily determined.

### **Costing Deliverables:**

- ▶ 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

## 8. ENVIRONMENTAL ANALYSIS

Kimley-Horn, a national leader in the field of environmental studies, will lead the environmental tasks of the East Metro Rail Yards Improvement Project. Jeanne Witzig, our environmental task leader, will apply her 29 years' experience on environmental projects in Minnesota to the project. Our team's proven ability and trusted standing in managing projects through the National Environmental Policy Act (NEPA) and Minnesota Environmental Policy Act (MEPA) processes has earned Kimley-Horn the respect of partnering regulatory agencies in Minnesota and throughout the country.

### Environmental Review Roadmap

For the East Metro Rail Yards Improvement Project, our team ***will effectively lay out a roadmap for orderly, progressive, and thoroughly informed decision-making relative to the environmental review process.*** We have found through experience that environmental documentation is as much, if not more, about the process than it is about the analysis. That is why we propose to establish the starting point for this roadmap with close coordination with TranSystems' design and modeling teams at the Capacity Improvement Analysis, during which we will confirm and define the improvements. This definition of improvements will serve as the foundation for assessing the appropriate environmental class of action. Additionally, if we determine that specific improvements could advance independently, thereby expediting implementation, we will work closely with RCRRA, FRA, MnDOT and stakeholder agencies to assess the potential for completing individual environmental documents for discrete actions or combining the improvements into one environmental document. ***In that process, our team will focus what is the most beneficial from funding, schedule, cost, decision sustainability and level of controversy perspectives.*** The discussion and supporting documentation specific to the required environmental class of action will focus on the potential for environmental impacts and the ability to effectively mitigate impacts. At this time, our scope and budget reflects the preparation of up to two Documented Categorical Exclusion (CE) documents to meet federal environmental requirements. While there is not a threshold defined for railroad improvements under state environmental review requirements, we propose preparing a discretionary state Environmental Assessment Worksheet (EAW).

We will incorporate the following general principles into our environmental approach:

- ▶ Critical path management and proactive planning
- ▶ Engagement of the right technical talent at the right time and the right level
- ▶ Sound, thorough, and clear analysis to support decisions
- ▶ Use the process for effective and transparent decision making
- ▶ Intentional and comprehensive communication

### Purpose and Need

The foundation of every successful environmental document is a clear and concise ***purpose and need*** statement that guides the development and evaluation of a set of reasonable and feasible alternatives. Our team will focus initially on the development of a purpose and need statement that effectively defines and communicates to the public and resource agencies why the East Metro projects are being proposed (the needs) and what benefits will result from the proposed actions. We will develop a strong, concise, and clear purpose and need statement to provide tremendous clarity and remove any skepticism on East Metro Option 1.5 projects.

### Technical Analysis

Regardless of the level of environmental review, the supporting technical analysis needs to be conducted in a logical manner, consistent with federal and state guidance and expectations, and documented with integrity and objectivity. Our team will complete the technical analysis required under FRA's Environmental Procedures (May 26, 1999), Guidance for Completing the Categorical Exclusion Worksheet (September 12, 2012), and the Minnesota Environmental Rules for an EAW. With the technical analysis, Kimley-Horn will thoroughly assess both the operational and construction period impacts for each issue area. Based on our understanding of the project area, we anticipate noise/vibration, water resources (wetlands, floodplains, MNRRA and MRCA), stormwater, cultural resources, hazardous materials, right-of-way, and visual analysis to be the key issues. To



clearly define the scope of analysis for each of the issue areas evaluated under the federal and state process, our team proposes the development of an Environmental Document Annotated Outline. This document would serve as a valuable resource to RCRRRA, FRA, MnDOT and other stakeholder agencies regarding the impact methodology to be used, anticipated coordination activities required to complete the technical analysis, and the anticipated key issues associated with the proposed action(s). Our goal in effectively using the Annotated Outline will be to expedite reviews of the environmental document by local agencies, and the FRA.

Through our experience in environmental analysis, we know that the public and reviewing agencies closely assess noise and cultural resources (the Section 106 Process). Accordingly, we will address those critical areas as described below.

### Noise and Vibration

Cross Spectrum Acoustics (CSA) will conduct a general noise assessment for the East Metro Rail Yards Improvement Project following FTA and FRA guidance. First, CSA will conduct noise measurements at noise-sensitive receptors to characterize the existing conditions at up to four areas identified near the proposed project improvements. CSA will next apply the CREATE noise model (developed as a part of the CREATE freight rail improvement project in Chicago, Illinois) to predict project noise levels at sensitive receptors and to locate and quantify the noise impacts proposed improvements would make. If potential impacts are identified, CSA will then work with the rest of the team to develop appropriate, cost effective mitigation measures.

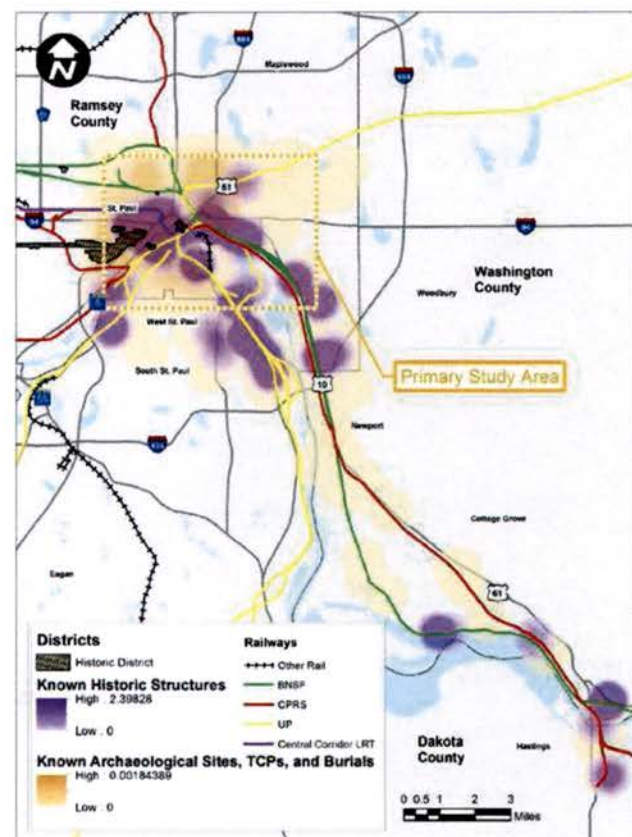
Similar to noise impacts, CSA will also identify locations expected to incur vibration impacts by conducting a screening level vibration assessment following FTA and FRA guidance. Areas with identified potential for vibration impacts would warrant additional studies prior to the projects' construction. Given the nature of the East Metro Rail Yards project with low speeds near freight yards, we anticipate few, if any, vibration impacts.

### Cultural Resources

The proposed East Metro Rail Yards Project does not have any federal nexus associated with it, at this time. However, it is anticipated it will receive federal funding in the future, and compliance with NEPA and Section 106 of the National Historic Preservation Act, as amended, as well as applicable state law governing historical and archaeological resources, will eventually be required.

For this project, it is assumed that a Documented CE will be the appropriate environmental documentation for compliance with NEPA. To address Section 106 requirements, we propose an alternate approach, which includes supporting Minnesota Department of Transportation's Cultural Resources Unit (MnDOT CRU) and FRA in the development of a Memorandum of Agreement (MOA) detailing the cultural resources analysis, consultation, and effects resolution that would be required for Section 106 compliance.

On a similar project completed by TranSystems in Missouri, FRA signed the Documented CE once the MOA was in place, allowing the NEPA process to be completed. The process outlined in the MOA dictated the steps in the Section 106 process to be completed after FRA signed the CE. In the absence of federal





funding, a similar process may be acceptable for this project. Therefore, this scope of work includes the cultural resources tasks needed to complete the state EAW and the CE, but assumes any cultural resources fieldwork or effects analysis will occur after the CE is signed and under a separate scope of work. This approach streamlines the Section 106 process by allowing analysis of effects to occur at a time when proposed actions are more clearly defined. It also saves time and money for RCRRA, and minimizes disruption to the railroads (i.e. no right-of-entry for field investigations).

Mean & Hunt will coordinate with MnDOT CRU to prepare a research design that includes the following components: proposed project description, potential or direct and indirect effects that may result from construction and operation of the project, a recommended APE for archaeological and architecture/history resources, and a recommended research and survey methodology for future archaeological and architecture/history resources for review and concurrence by FRA/MnDOT CRU and the Minnesota Historic Preservation Office (MnHPO). Mean & Hunt will also review the cultural resources literature reviews previously prepared for the initial East Metro Study. This information will be updated with findings from any recently completed cultural resources surveys within the APE since 2011. A brief letter report will be prepared to summarize this literature review.

**Environmental Deliverables:**

- ▶ Documented Categorical Exclusion document
- ▶ Minnesota Environmental Assessment Worksheet (EAW)

## **9. MEMORANDUM OF UNDERSTANDING FRAMEWORK**

The TranSystems/Kimley-Horn team successfully garnered the support of the railroads for the identified improvements in the initial East Metro Study. Through active engagement and consensus building we will continue to incorporate the railroad stakeholders in the solution development for the study area.

On past public-private projects, MOUs have been used to identify roles, levels of commitment, participation expectations, procedures for technical review and, most importantly, funding participation levels. Through our past work on MOU-governed projects, we can bring knowledge of lessons learned from the creation of a MOU framework that fairly represents the position of all interested parties.

An outcome of the initial East Metro Study was a TIGER grant application. The application had the support of two of the participating railroads. That support on the application, while not successful in the highly-competitive TIGER process, shows a willingness of the railroad stakeholders to participate in mutually beneficial projects.

In executing this task, the TranSystems/Kimley Horn team will draw from our past experience to gather the pertinent language to provide a MOU framework that will address the objectives and concerns of all the parties. Our team has included three meetings during the final months of the project schedule to meet directly with the RWG to develop the MOU framework. Through active engagement during the entire project schedule, we anticipate a strong likelihood of success in finalizing the MOU to advance the "shovel ready" projects.

**Deliverables:**

- ▶ Coordination with parties to the future MOU
- ▶ Memorandum of Understanding framework document

**RAMSEY COUNTY REGIONAL RAIL AUTHORITY  
EAST METRO RAIL YARDS IMPROVEMENT PROJECT (RFP# RRA0000000935)  
COST PROPOSAL SUMMARY**

| PROJECT TEAM MEMBERS                | TranSystems       | Kimley Horn & Associates | David Simpson Consultants | Cross-Spectrum Acoustics | Mead & Hunt    | Rani Engineering | Total Fee         |
|-------------------------------------|-------------------|--------------------------|---------------------------|--------------------------|----------------|------------------|-------------------|
| Review Previous Projects            | 8<br>\$1,439      | 136<br>\$16,061          | 0<br>\$0                  | 0<br>\$0                 | 16<br>\$2,534  | 0<br>\$0         | 160<br>\$20,034   |
| Project Management and Coordination | 460<br>\$85,143   | 476<br>\$86,726          | 40<br>\$7,400             | 0<br>\$0                 | 32<br>\$6,305  | 0<br>\$0         | 1008<br>\$185,574 |
| Communication & Public Involvement  | 0<br>\$0          | 432<br>\$57,324          | 8<br>\$1,480              | 0<br>\$0                 | 0<br>\$0       | 0<br>\$0         | 440<br>\$58,804   |
| Capacity Improvement Analysis       | 332<br>\$59,835   | 0<br>\$0                 | 48<br>\$8,880             | 0<br>\$0                 | 0<br>\$0       | 0<br>\$0         | 380<br>\$68,715   |
| Capacity Modeling                   | 584<br>\$99,266   | 0<br>\$0                 | 16<br>\$2,960             | 0<br>\$0                 | 0<br>\$0       | 0<br>\$0         | 600<br>\$102,226  |
| Engineering of Improvements         | 1040<br>\$140,982 | 0<br>\$0                 | 0<br>\$0                  | 0<br>\$0                 | 0<br>\$0       | 305<br>\$25,121  | 1345<br>\$166,103 |
| Capital & Operating Cost Estimates  | 132<br>\$22,358   | 0<br>\$0                 | 16<br>\$2,960             | 0<br>\$0                 | 0<br>\$0       | 0<br>\$0         | 148<br>\$25,318   |
| Environmental Analysis              | 0<br>\$0          | 1198<br>\$179,086        | 0<br>\$0                  | 168<br>\$16,692          | 80<br>\$10,252 | 0<br>\$0         | 1446<br>\$206,030 |
| MOU Framework                       | 96<br>\$17,267    | 0<br>\$0                 | 0<br>\$0                  | 0<br>\$0                 | 0<br>\$0       | 0<br>\$0         | 96<br>\$17,267    |
| Total Hours                         | 2652              | 2242                     | 128                       | 168                      | 128            | 305              | 5623              |
| Total Labor Fee                     | \$426,290         | \$339,198                | \$23,680                  | \$16,692                 | \$19,091       | \$25,121         | \$850,071         |
| Total Expenses                      | \$24,020          | \$4,000                  | \$0                       | \$1,850                  | \$963          | \$18,000         | \$48,833          |
| Total Project Budget                | \$450,310         | \$343,198                | \$23,680                  | \$18,542                 | \$20,054       | \$43,121         | \$898,905         |
| Contingency                         |                   |                          |                           |                          |                |                  | \$100,000         |
| Available Funding                   |                   |                          |                           |                          |                |                  | \$998,905         |

**RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY  
EAST METRO RAIL YARDS IMPROVEMENT PROJECT (RFP# RRA0000000935)  
COST PROPOSAL SUMMARY**

| TASKS»                             | Rates   | Review Previous Projects |          | PM & Coordination |           | Comm. & Public Involvement |          | Capacity Imp. Analysis |          | Capacity Modeling |           | Engineering |           | Cost Estimates |          | Environmental |           | MOU |          | Total Labor / Expense |           |
|------------------------------------|---------|--------------------------|----------|-------------------|-----------|----------------------------|----------|------------------------|----------|-------------------|-----------|-------------|-----------|----------------|----------|---------------|-----------|-----|----------|-----------------------|-----------|
| PROJECT TEAM MEMBERS               | 12.00%  | Hrs                      | Fee      | Hrs               | Fee       | Hrs                        | Fee      | Hrs                    | Fee      | Hrs               | Fee       | Hrs         | Fee       | Hrs            | Fee      | Hrs           | Fee       | Hrs | Fee      | Hrs                   | Fee       |
| TranSystems                        | 147.06% |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          |               |           |     |          |                       | \$450,310 |
| Sara Clark                         | \$65    | 8                        | \$1,439  | 294               | \$52,879  | 0                          | \$0      | 0                      | \$0      | 0                 | \$0       | 0           | \$0       | 0              | \$0      | 0             | \$0       | 24  | \$4,317  | 326                   | \$58,634  |
| J. Hamm / P. Hentschke / T. Coffey | \$80    | 0                        | \$0      | 50                | \$11,068  | 0                          | \$0      | 0                      | \$0      | 0                 | \$0       | 0           | \$0       | 0              | \$0      | 0             | \$0       | 0   | \$0      | 50                    | \$11,068  |
| Derek Collins                      | \$65    | 0                        | \$0      | 60                | \$10,792  | 0                          | \$0      | 60                     | \$10,792 | 0                 | \$0       | 240         | \$43,166  | 16             | \$2,878  | 0             | \$0       | 8   | \$1,439  | 384                   | \$69,066  |
| David Hadley                       | \$80    | 0                        | \$0      | 20                | \$4,427   | 0                          | \$0      | 80                     | \$17,709 | 84                | \$18,595  | 0           | \$0       | 8              | \$1,771  | 0             | \$0       | 16  | \$3,542  | 208                   | \$46,044  |
| Andrew Stanevich                   | \$80    | 0                        | \$0      | 0                 | \$0       | 0                          | \$0      | 20                     | \$4,427  | 34                | \$7,526   | 0           | \$0       | 0              | \$0      | 0             | \$0       | 0   | \$0      | 54                    | \$11,954  |
| Beth Kulick                        | \$67    | 0                        | \$0      | 0                 | \$0       | 0                          | \$0      | 72                     | \$13,348 | 200               | \$37,079  | 0           | \$0       | 0              | \$0      | 0             | \$0       | 0   | \$0      | 272                   | \$50,427  |
| Emily Ligotti                      | \$49    | 0                        | \$0      | 0                 | \$0       | 0                          | \$0      | 100                    | \$13,559 | 266               | \$36,066  | 0           | \$0       | 0              | \$0      | 0             | \$0       | 0   | \$0      | 366                   | \$49,625  |
| Engineer                           | \$56    | 0                        | \$0      | 0                 | \$0       | 0                          | \$0      | 0                      | \$0      | 0                 | \$0       | 350         | \$54,235  | 20             | \$3,099  | 0             | \$0       | 0   | \$0      | 370                   | \$57,334  |
| CAD Technician                     | \$35    | 0                        | \$0      | 0                 | \$0       | 0                          | \$0      | 0                      | \$0      | 0                 | \$0       | 450         | \$43,581  | 0              | \$0      | 0             | \$0       | 0   | \$0      | 450                   | \$43,581  |
| Karla Geter                        | \$60    | 0                        | \$0      | 36                | \$5,977   | 0                          | \$0      | 0                      | \$0      | 0                 | \$0       | 0           | \$0       | 88             | \$14,610 | 0             | \$0       | 48  | \$7,969  | 172                   | \$28,556  |
| Expenses                           |         |                          |          |                   | \$12,720  |                            |          |                        | \$1,540  |                   | \$9,760   |             |           |                |          |               |           |     |          |                       | \$24,020  |
| Kimley Horn & Associates           | 194.83% |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          |               |           |     |          |                       | \$343,198 |
| Brian Smalkoski                    | \$58    | 24                       | \$4,597  | 284               | \$54,392  | 26                         | \$4,980  |                        |          |                   |           |             |           |                |          | 28            | \$5,363   |     |          | 362                   | \$69,331  |
| Jessica Laxbs                      | \$56    |                          |          | 88                | \$16,273  | 86                         | \$15,903 |                        |          |                   |           |             |           |                |          | 128           | \$23,669  |     |          | 302                   | \$55,845  |
| Jeanne Wirtzig                     | \$72    |                          |          | 40                | \$9,510   | 16                         | \$3,804  |                        |          |                   |           |             |           |                |          | 168           | \$39,942  |     |          | 224                   | \$53,256  |
| Jason Alcott                       | \$42    |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          | 88            | \$12,205  |     |          | 88                    | \$12,205  |
| Anna Potter                        | \$31    | 112                      | \$11,465 | 64                | \$6,551   | 168                        | \$17,197 |                        |          |                   |           |             |           |                |          | 72            | \$7,370   |     |          | 416                   | \$42,584  |
| Senior Planner/Engineer            | \$48    |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          | 192           | \$30,432  |     |          | 192                   | \$30,432  |
| Planner                            | \$35    |                          |          |                   |           | 20                         | \$2,311  |                        |          |                   |           |             |           |                |          | 440           | \$50,852  |     |          | 460                   | \$53,164  |
| Graphic Designer/GIS               | \$34    |                          |          |                   |           | 84                         | \$9,431  |                        |          |                   |           |             |           |                |          | 68            | \$7,634   |     |          | 152                   | \$17,065  |
| Admin/ Accounting                  | \$35    |                          |          |                   |           | 32                         | \$3,698  |                        |          |                   |           |             |           |                |          | 14            | \$1,618   |     |          | 46                    | \$5,316   |
| Expenses                           |         |                          |          |                   |           |                            | \$3,000  |                        |          |                   |           |             |           |                |          |               | \$1,000   |     |          |                       | \$4,000   |
| David Simpson Consultants          | 117.00% |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          |               |           |     |          |                       | \$23,680  |
| David Simpson                      | \$76    | 0                        | \$0      | 40                | \$7,400   | 8                          | \$1,480  | 48                     | \$8,880  | 16                | \$2,960   | 0           | \$0       | 16             | \$2,960  | 0             | \$0       | 0   | \$0      | 128                   | \$23,680  |
| Expenses                           |         |                          |          |                   |           |                            |          |                        | \$0      |                   |           |             |           |                |          |               |           |     |          |                       | \$0       |
| Cross-Spectrum Acoustics           | 130.00% |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          |               |           |     |          |                       | \$18,542  |
| Lance Meister                      | \$52.50 |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          | 48            | \$6,492   |     |          | 48                    | \$6,492   |
| Scott Edwards                      | \$33    |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          | 120           | \$10,201  |     |          | 120                   | \$10,201  |
| Expenses                           |         |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          |               | \$1,850   |     |          |                       | \$1,850   |
| Mead & Hunt                        | 183.87% |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          |               |           |     |          |                       | \$20,054  |
| Senior Project Manager             | \$75    | 4                        | \$954    | 16                | \$3,815   |                            |          |                        |          |                   |           |             |           |                |          | 12            | \$2,861   |     |          | 32                    | \$7,630   |
| Senior Project Historian           | \$49    | 8                        | \$1,245  | 16                | \$2,490   |                            |          |                        |          |                   |           |             |           |                |          | 24            | \$3,734   |     |          | 48                    | \$7,469   |
| Historian                          | \$26    | 4                        | \$335    | 0                 | \$0       |                            |          |                        |          |                   |           |             |           |                |          | 40            | \$3,354   |     |          | 44                    | \$3,689   |
| Technical Editor                   | \$24    | 0                        | \$0      | 0                 | \$0       |                            |          |                        |          |                   |           |             |           |                |          | 4             | \$303     |     |          | 4                     | \$303     |
| Expenses                           |         |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          |               | \$963     |     |          |                       | \$963     |
| Razi Engineering                   | 130.87% |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          |               |           |     |          |                       | \$43,121  |
| Jason Howard                       | \$45    |                          |          |                   |           |                            |          |                        |          |                   |           | 15          | \$1,745   |                |          |               |           |     |          | 15                    | \$1,745   |
| Keith Meyers                       | \$35    |                          |          |                   |           |                            |          |                        |          |                   |           | 120         | \$10,860  |                |          |               |           |     |          | 120                   | \$10,860  |
| Surveyor                           | \$27    |                          |          |                   |           |                            |          |                        |          |                   |           | 120         | \$8,378   |                |          |               |           |     |          | 120                   | \$8,378   |
| Survey Technician                  | \$32    |                          |          |                   |           |                            |          |                        |          |                   |           | 50          | \$4,137   |                |          |               |           |     |          | 50                    | \$4,137   |
| Expenses                           |         |                          |          |                   |           |                            |          |                        |          |                   |           |             | \$18,000  |                |          |               |           |     |          |                       | \$18,000  |
| TSC / KHA TEAM PROJECT BUDGET      |         | 160                      | \$20,034 | 1008              | \$198,294 | 440                        | \$61,804 | 380                    | \$70,255 | 600               | \$111,986 | 1345        | \$184,103 | 148            | \$25,318 | 1446          | \$209,843 | 96  | \$17,267 | 5623                  | \$898,905 |
| CONTINGENCY                        |         |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          |               |           |     |          |                       | \$100,000 |
| RCRRA'S AVAILABLE FUNDING          |         |                          |          |                   |           |                            |          |                        |          |                   |           |             |           |                |          |               |           |     |          |                       | \$998,905 |

The Ramsey County Regional Railroad Authority met in regular session at 9:40 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.

**1. ROLL CALL**

**2. Agenda of December 13, 2016 is Presented for Approval**

**VOTING**

Motion by: Victoria Reinhardt

Second by: Mary Jo McGuire

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

**3. Minutes of November 22, 2016 are Presented for Approval**

**VOTING**

Motion by: Victoria Reinhardt

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   |    |        |        |

**4. Presentation on the Gateway Corridor Revised Locally Preferred Alternative**

For information and discussion only (discussion may be found on archived video).

**5. Refined East End Section of the Locally Preferred Alternative for the Gateway Corridor (Resolution R2016-23)**

**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 Gateway Corridor is a proposed project that will provide for transit infrastructure improvements in the Eastern portion of the Twin Cities; and

WHEREAS, The purpose of the project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the traveling public within the project area by providing all day bi-directional station-to-station service that complements existing and planned express bus service in the Corridor; and

WHEREAS, The Gateway Corridor is located in Ramsey and Washington Counties, extending approximately nine miles, and connecting downtown Saint Paul with its East Side neighborhoods and the suburbs of Maplewood, Landfall, Oakdale, and Woodbury; and

WHEREAS, As a part of the environmental assessment process underway Bus Rapid Transit in a dedicated guideway was selected as the Locally Preferred Alternative for the corridor; and

WHEREAS, The Locally Preferred Alternative was supported by the rail authorities of Ramsey County and Washington County and the six cities along the Corridor and was adopted into the Metropolitan Council's 2040 Transportation Policy Plan in January 2015; and

WHEREAS, In January 2016 the Lake Elmo City Council took action to not support the Gateway project through Lake Elmo, requiring further refinement of the Locally Preferred Alternative alignment east of I-694; and

WHEREAS, Additional alignment and station options have been evaluated east of I-694 in the cities of Oakdale and Woodbury; and

WHEREAS, The Gateway Corridor Commission after reviewing technical analysis and input from the public, recommended the Dedicated Bus Rapid Transit Alternative A-B-C-D3 as the refined Locally Preferred Alternative; and

WHEREAS, The Locally Preferred Alternative alignment from west of I-694 remains unchanged; and

WHEREAS, The Washington County Regional Railroad Authority, as the lead agency for the Gateway Corridor, is requesting that the Ramsey County Regional Railroad Authority, along with other project partners, to support the refined east end section for the Locally Preferred Alternative for the Gateway Corridor and alignment east of I-694; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the refined east end section of the Locally Preferred Alternative for the Gateway Corridor through the cities of Oakdale and Woodbury.

**6. Presentation on the Red Rock Implementation Plan**

For information and discussion only (discussion may be found on archived video).

7. **Red Rock Corridor Implementation Plan (Resolution R2016-24)**

**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 Red Rock Corridor transitway project will provide for transit improvements in the southeastern portion of the Twin Cities; and

WHEREAS, The Red Rock Corridor is approximately 20 miles, and connects Union Depot in downtown Saint Paul with its East Side neighborhoods and the suburbs of Newport, Saint Paul Park, Cottage Grove, and Hastings; and

WHEREAS, The Ramsey County Regional Railroad Authority is an active member and funding partner of the Red Rock Corridor Commission.

WHEREAS, The Alternatives Analysis Update completed in 2014 identified Bus Rapid Transit as the mode best aligned with the needs of the corridor; and

WHEREAS, A 15-month study for the Implementation Plan for Bus Rapid Transit service along the Red Rock Corridor has concluded that the final route considered for the Implementation Plan provides direct access to residents, businesses, and jobs in the cities along the corridor; and

WHEREAS, The completed Implementation Plan recommends a phased approach with near-term and long-term strategies to building transit ridership; and

WHEREAS, Based on technical information and public engagement, the completed Implementation Plan establishes the near-term goal of supporting improved local and express bus service to help build transit ridership in the southeast Metro and introducing Bus Rapid Transit to the Corridor; and

WHEREAS, The completed Implementation Plan contains financial, development and service plans for improving existing transit service and the build out of Bus Rapid Transit; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the findings of the Red Rock Corridor Implementation Plan.

8. **2017 Supplemental Budget and 2017 Proposed Tax Levy for Ramsey County Regional Railroad Authority (Resolution R2016-25)**

**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 was organized by Resolution 87-230, April 20, 1987, Board of Ramsey County Commissioners, pursuant to Minnesota Statutes, 1986, Chapter 398A, as a political subdivision and local government unit of Minnesota, to exercise thereunder part of the sovereign power of the state; and

WHEREAS, The Ramsey County Regional Railroad Authority adopted the County's plan to develop and implement two year budgets beginning in 2006; and

WHEREAS, The County Manager presented the 2017 Performance Measures and Supplemental Budget to the Board of County Commissioners on August 2, 2016; and

WHEREAS, The Board of Ramsey County Commissioners Budget Committee of the Whole reviewed the Ramsey County Regional Rail Authority budget on September 12, 2016; and

WHEREAS, The Board of Ramsey County Commissioners Budget Committee of the Whole held a public hearing on September 13, 2016 to receive public input on the 2017 Budget; and

WHEREAS, The Ramsey County Regional Railroad Authority certified a proposed maximum tax levy of \$21,180,710 on September 13, 2016; and

WHEREAS, The County Board also held a public meeting at the Union Depot on November 28 to hear additional comments on the 2017 Budget; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the 2017 Amended Operating Budget of \$20,596,617; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves the 2017 proposed Tax Levy in the amount of \$21,180,710 as summarized below:

|                                     | RCRRA<br>Operations | CIP          | Debt<br>Service | 2017<br>RCRRA<br>Total |
|-------------------------------------|---------------------|--------------|-----------------|------------------------|
| Gross Budget                        | \$12,069,039        | \$ 5,125,000 | \$3,402,578     | \$20,596,617           |
| Less – Revenues                     | - 2,071,306         | - 0          | - 0             | - 2,071,306            |
| Subtotal                            | \$ 9,997,733        | \$ 5,125,000 | \$3,402,578     | \$18,525,311           |
| Minus– Fund Balance                 | - 0                 | + 2,140,015  | - 0             | + 2,140,015            |
| Subtotal                            | \$ 9,997,733        | \$ 7,265,015 | \$3,402,578     | \$20,665,326           |
| Plus – Estimated Tax<br>Delinquency | + 199,955           | + 145,300    | + 170,129       | + 515,384              |
| Total Tax Levy                      | \$ 10,197,688       | \$ 7,410,315 | \$3,572,707     | \$21,180,710           |

9. **Corridor Updates** (Discussion may be found on archived video)

10. **Adjournment**

Chair Ortega declared the meeting adjourned at 10:11 a.m.

  
Sandra Jacobson, Administrative Secretary



Regional Railroad Authority Meeting  
December 13, 2016 – ROLL CALL

Created minutes  
in agenda.net  
12.13.16

Call to Order: 9:40 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 December 13, 2016 is presented for approval

Moved: VR

Seconded: MM

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| 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"/> |
| Janice Rettman     | <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 November 22, 2016 are presented for approval

Moved: VR

Seconded: JR

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| 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"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**4. Presentation on the Gateway Corridor Revised Locally Preferred Alternative**  
**No voting – for information and discussion only.**

**5. Refined East End Section of the Locally Preferred Alternative for the Gateway Corridor**

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"/> |

**6. Presentation on the Red Rock Implementation Plan**  
**No voting – for information and discussion only.**

**7. Red Rock Corridor Implementation Plan**

Moved:

JR

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"/> |

**POLICY ITEM**

**8. 2017 Supplemental Budget and 2017 Proposed Tax Levy for Ramsey County Regional Railroad Authority**

Moved:

RJM

Seconded:

TC

|                    | 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"/> |

**9. Corridor Updates**

**10. Adjournment**

Meeting adjourned at 10:11 am.



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

## AGENDA

**Tuesday, December 13, 2016**

**Immediately following the Housing and Redevelopment Authority Meeting**

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

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**1. ROLL CALL**

- 2. R2016-69 Agenda of December 13, 2016 is Presented for Approval**  
Approve the agenda of December 13, 2016.

- 3. R2016-70 Minutes of November 22, 2016 are Presented for Approval**  
Approve the minutes of November 22, 2016.

**ADMINISTRATIVE ITEMS**

- 4. R2016-74 Presentation on the Gateway Corridor Revised Locally Preferred Alternative**  
None. For information and discussion only.

- 5. R2016-67 Refined East End Section of the Locally Preferred Alternative for the Gateway Corridor**  
Support the refined east end section of the Locally Preferred Alternative for the Gateway Corridor through the cities of Oakdale and Woodbury.

- 6. R2016-75 Presentation on the Red Rock Implementation Plan**  
None. For information and discussion only.

- 7. R2016-66 Red Rock Corridor Implementation Plan**  
Support the September 2016 findings of the Red Rock Corridor Implementation Plan.

**POLICY ITEM**

- 8. R2016-64 2017 Supplemental Budget and 2017 Proposed Tax Levy for Ramsey County Regional Railroad Authority**

1. Approve the 2017 Amended Operating Budget of \$20,596,617.
2. Approve the 2017 Tax Levy in the amount of \$21,180,170.

- 9. Corridor Updates**

- 10. Adjournment**



**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-69

Committee: Regional Railroad Authority

Meeting Date: 12/13/2016

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**SUBJECT: Agenda of December 13, 2016 is Presented for Approval**

**REQUESTED ACTION**

Approve the agenda of December 13, 2016.

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-70

Committee: Regional Railroad Authority

Meeting Date: 12/13/2016

---

**SUBJECT: Minutes of November 22, 2016 are Presented for Approval**

**REQUESTED ACTION**

Approve the minutes of November 22, 2016.

**ATTACHMENTS**

1. Draft Minutes

The Ramsey County Regional Railroad Authority met in regular session at 9:50 AM with the following members present: Carter, Huffman, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

**1. ROLL CALL**

| Commissioners       |  |  | ABSENT | RECUSE |
|---------------------|--|--|--------|--------|
| Ortega, Rafael      |  |  |        |        |
| Carter, Toni        |  |  |        |        |
| Huffman, Blake      |  |  |        |        |
| McDonough, Jim      |  |  | x      |        |
| McGuire, Mary Jo    |  |  | x      |        |
| Reinhardt, Victoria |  |  |        |        |
| Rettman, Janice     |  |  |        |        |

**2. Agenda of November 22, 2016 is Presented for Approval****VOTING**

Motion by: Blake Huffman

Second by: Victoria Reinhardt

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

**3. Minutes of September 27, 2016 are Presented for Approval****VOTING**

Motion by: Blake Huffman

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   |    |        |        |

4. **Agreement with TranSystems Corporation Consultants for Consulting Services for East Metro Rail Yards Improvement Project (Resolution R2016-22)**

**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   |    |        |        |

WHEREAS, The Ramsey County Regional Railroad Authority 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 East Metro Rail Yards Improvement Project will utilize the proposed improvements identified in the 2012 East Metro Rail Capacity and Engineering Improvements Study (East Metro Study); and

WHEREAS, The Intent of the current Yards Improvement 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 to seek construction funding; and

WHEREAS, The Completion of this Project is critical to the economic competitiveness of Ramsey County, the Twin Cities, and Minnesota; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the selection of TranSystems Corporation Consultants, 1475 East Woodfield Road, Suite 600, Schaumburg, IL 60173, for engineering, modeling, financial planning and environmental analysis consultant services for the East Metro Rail Yards Improvement Project; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the agreement with TranSystems Corporation Consultants for engineering, modeling, financial planning and environmental analysis consultant services for the East Metro Rail Yards Improvement Project for the period of November 22, 2016 through November 21, 2018, in the not to exceed amount of \$998,905; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to approve and execute amendments to extend the term of the agreement in accordance with the provisions of the agreement and 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. Corridor Updates – Discussion may be found on archived video.

Chair Ortega declared the meeting adjourned at 9:59 a.m.

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Sandra Jacobson, Administrative Secretary

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-74

Committee: Regional Railroad Authority

Meeting Date: 12/13/2016

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**SUBJECT: Presentation on the Gateway Corridor Revised Locally Preferred Alternative**

**REQUESTED ACTION**

None. For information and discussion only.

**EXECUTIVE SUMMARY**

Tim Mayasich, Director, and Andy Gitzlaff, Senior Transportation Planner for Ramsey County Regional Railroad Authority, and Lyssa Leitner with Washington County Regional Railroad Authority, will present to the Ramsey County Regional Railroad Authority Board, an update on Gateway Corridor.

**ATTACHMENTS**

1. Gateway Corridor Presentation
2. Map of Gateway Corridor Revised Locally Preferred Alternative

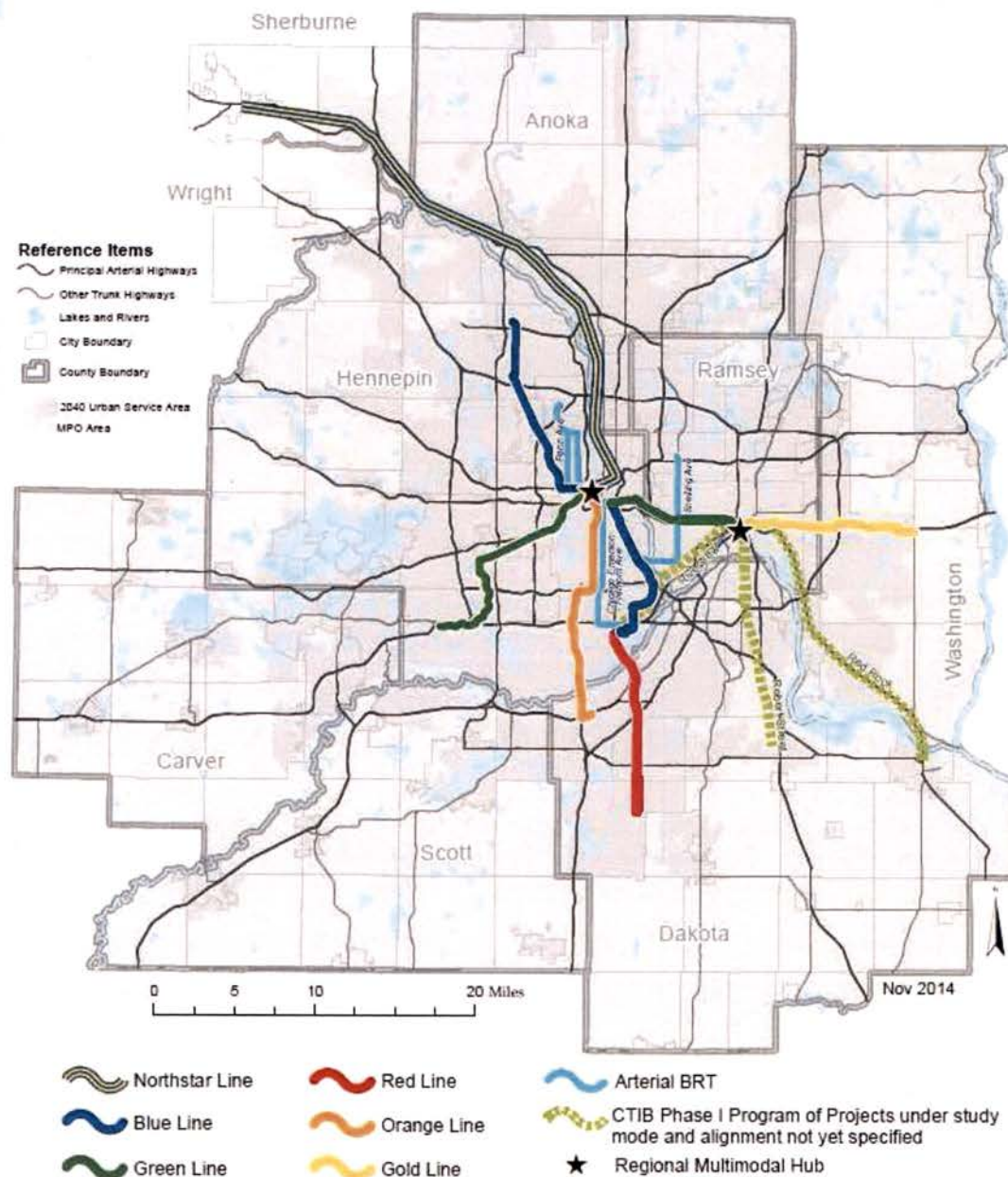


GATEWAY CORRIDOR  
**GOLD LINE BRT**

# Ramsey County Regional Railroad Authority

December 13, 2016

# Part of a Regional System





# The Purpose & Need for the Project

- The purpose of the Gateway Corridor Project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the traveling public in the project area.
- There are five factors that describe the need for the project:
  - Limited existing transit service
  - A policy shift toward travel choices and multimodal investments
  - Population and employment growth in the corridor
  - Needs of people who depend on transit
  - Local and regional objectives for growth and prosperity



# Bus Rapid Transit





# Public Engagement informs Project Decisions

*The project has actively sought community input since planning began in 2009. Recent engagement efforts have been focused on the eastern end LPA.*

- On-line comments
- 30-day public comment period
- Open House on October 5 and November 10, 2016 – Public hearing on November 10
- Commercial and Residential property meetings along Bielenberg (Woodbury)
- Touch a Truck/Big Truck Events – Oakdale and Woodbury
- E-newsletters, social media posts, press releases



# LOCALLY PREFERRED ALTERNATIVE PROCESS AND TECHNICAL DATA



## Action on the Locally Preferred Alternative

- Cities and Counties are committing to the following:
  - Update the Met Council Transportation Policy Plan
  - Current Plan reads: *dedicated BRT generally on the Hudson Road that crosses to the south side of I-94 between approximately Lake Elmo Avenue and Manning Avenue*
  - Commitment to advance into 30% engineering
  - Municipal approval process occurs when more engineering details are known

# Route West of I-694/494





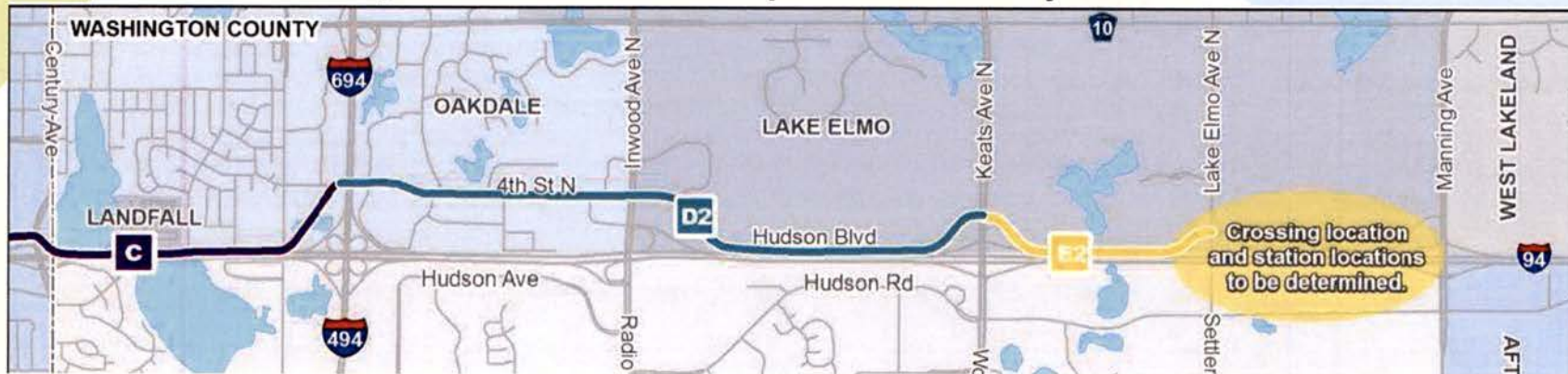
# All Routes East of I-694/494



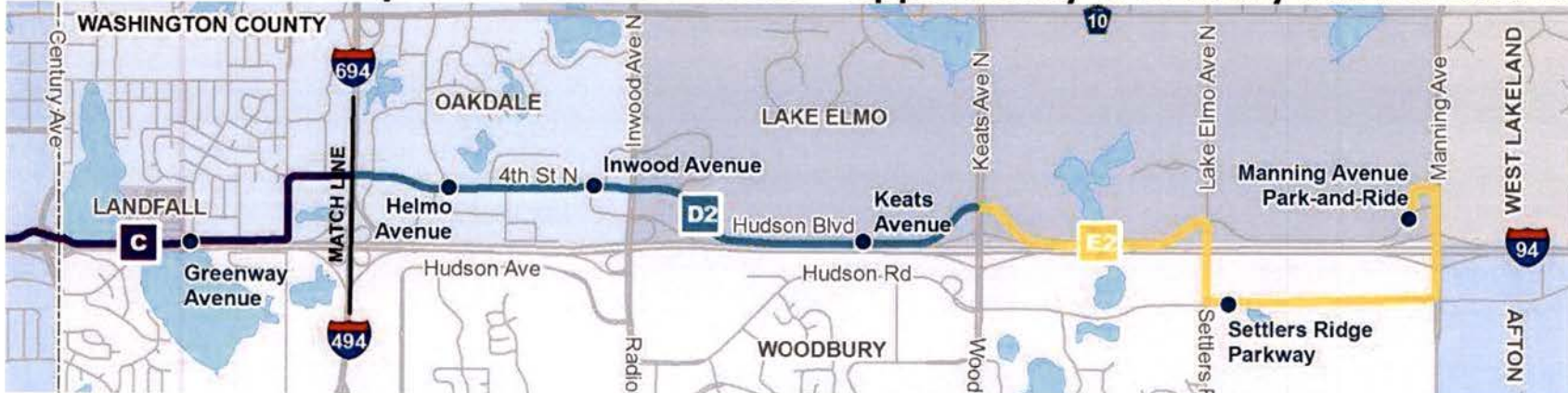


# Route East of I-694/494

**2014 Locally Preferred Alternative – Approved by all cities and counties and adopted into Metropolitan Council Transportation Policy Plan**



**2015 Refined Locally Preferred Alternative – Approved by Woodbury but not Lake Elmo**





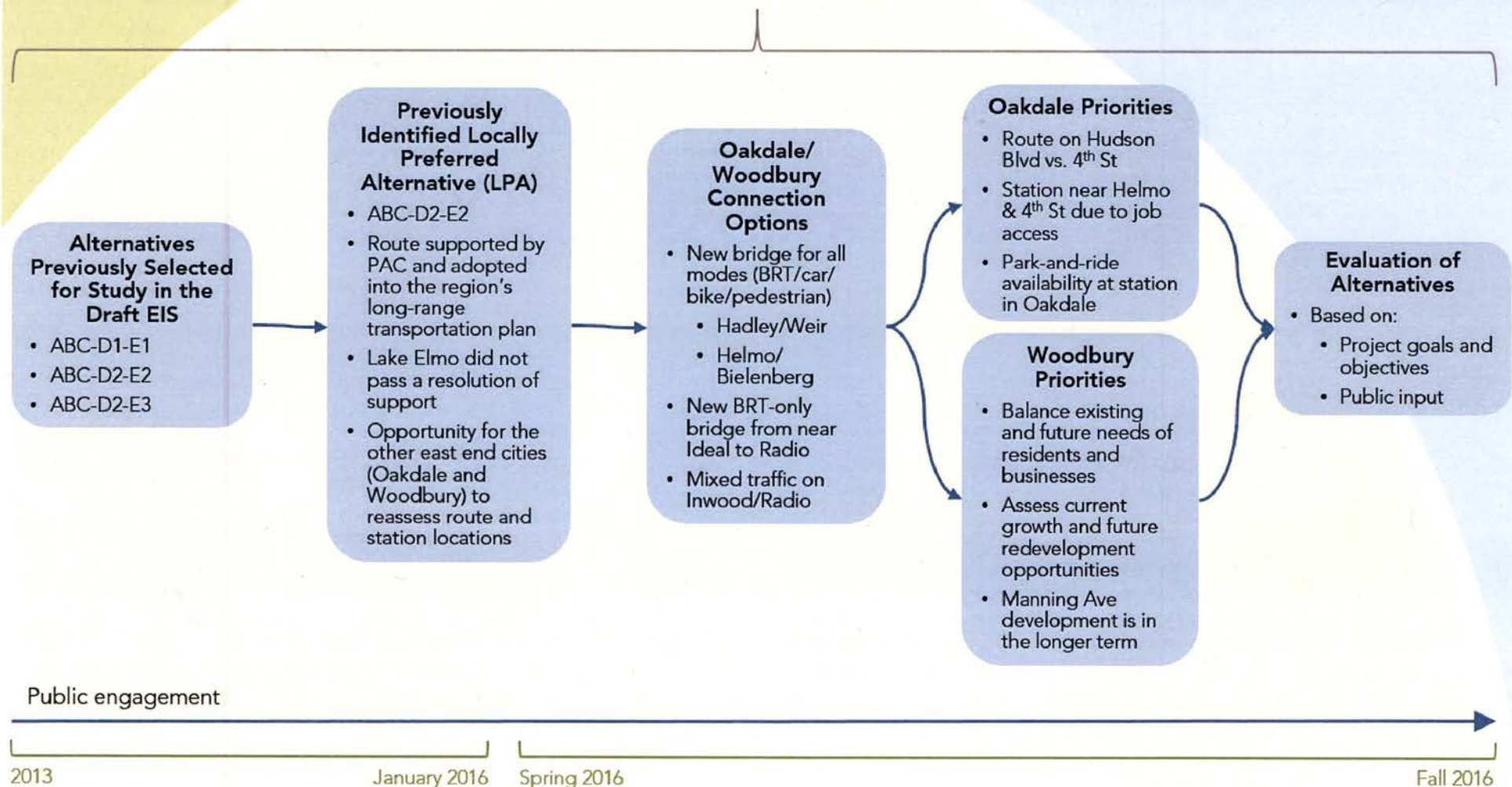
# Starting Point for 2015 LPA Process





# Working Group Process

All decisions grounded in purpose and need





# How to Connect Oakdale and Woodbury?



## Hadley to Weir

### Stations

- One residential station in Oakdale
- Connector bus service to other two stations

### Bridge

- Elevations create engineering and access challenges
- Car, bike, pedestrian bridge helps traffic on Inwood/Radio

### Route

- Avoids residential concerns on 4<sup>th</sup> Street

**RECOMMENDATION: SCREEN FROM FURTHER EVALUATION**

## Helmo to Bielenberg

### Stations

- Two stations in Oakdale provide access to job center and residents
- Connector bus service to Inwood Station

### Bridge

- Less engineering concerns than Weir/Hadley (Hudson Rd)
- Car, bike, pedestrian bridge helps traffic on Inwood/Radio

### Route

- Avoids most residential concerns on 4<sup>th</sup> Street

**RECOMMENDATION: CONTINUE TO EVALUATE**

## BRT only bridge

### Stations

- Two stations in Oakdale provide access to job center and residents
- Connector bus service to Inwood Station

### Bridge

- Long bridge = expensive
- No roadway/bike/pedestrian benefit

### Route

- Avoids most residential concerns on 4<sup>th</sup> Street
- Could create residential concerns for Hudson Blvd

**RECOMMENDATION: SCREEN FROM FURTHER EVALUATION**

## Inwood to Radio

### Stations

- Three stations in Oakdale provide access to job centers and residents

### Bridge

- No BRT only lanes
- High traffic on bridge would slow BRT travel and decrease number of riders

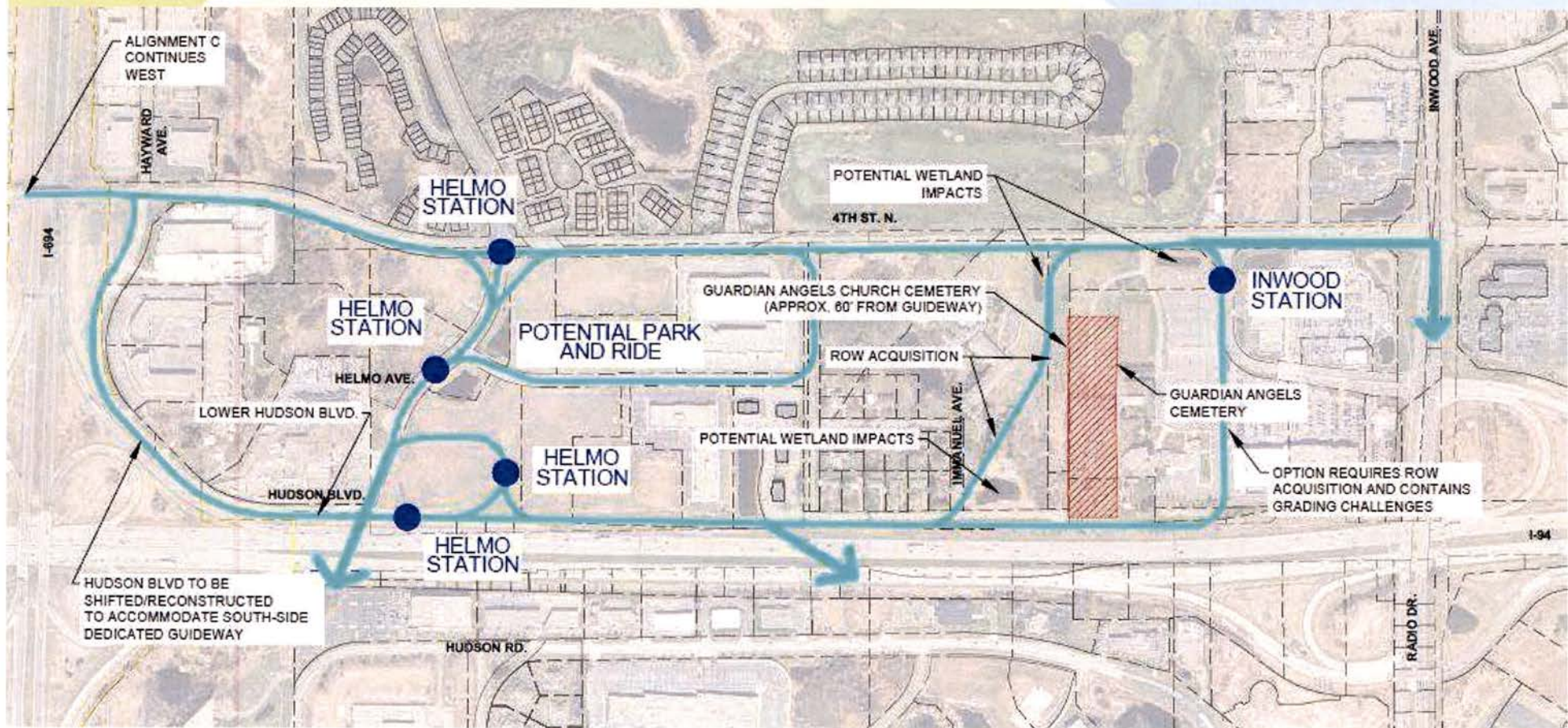
### Route

- Impacts to 4<sup>th</sup> Street remain

**RECOMMENDATION: SCREEN FROM FURTHER EVALUATION**



# Options Considered in Oakdale





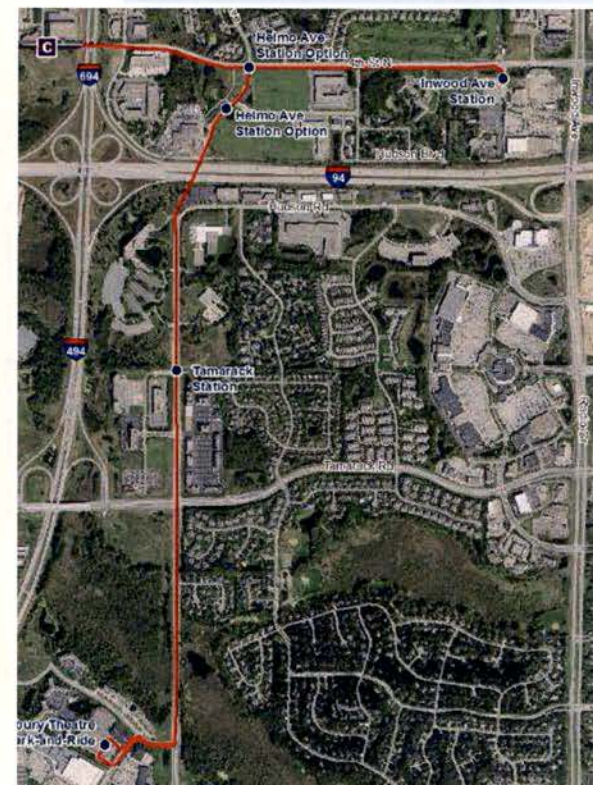
## Where in Woodbury?

- Balance existing needs of residents and businesses with future needs
- Manning Avenue development is in the longer term
- Woodbury assessed where growth is happening today and redevelopment opportunities in the future
- Bielenberg alignment with connecting bus service is consistent with public input map





# Loops, Spur, and Out and Back



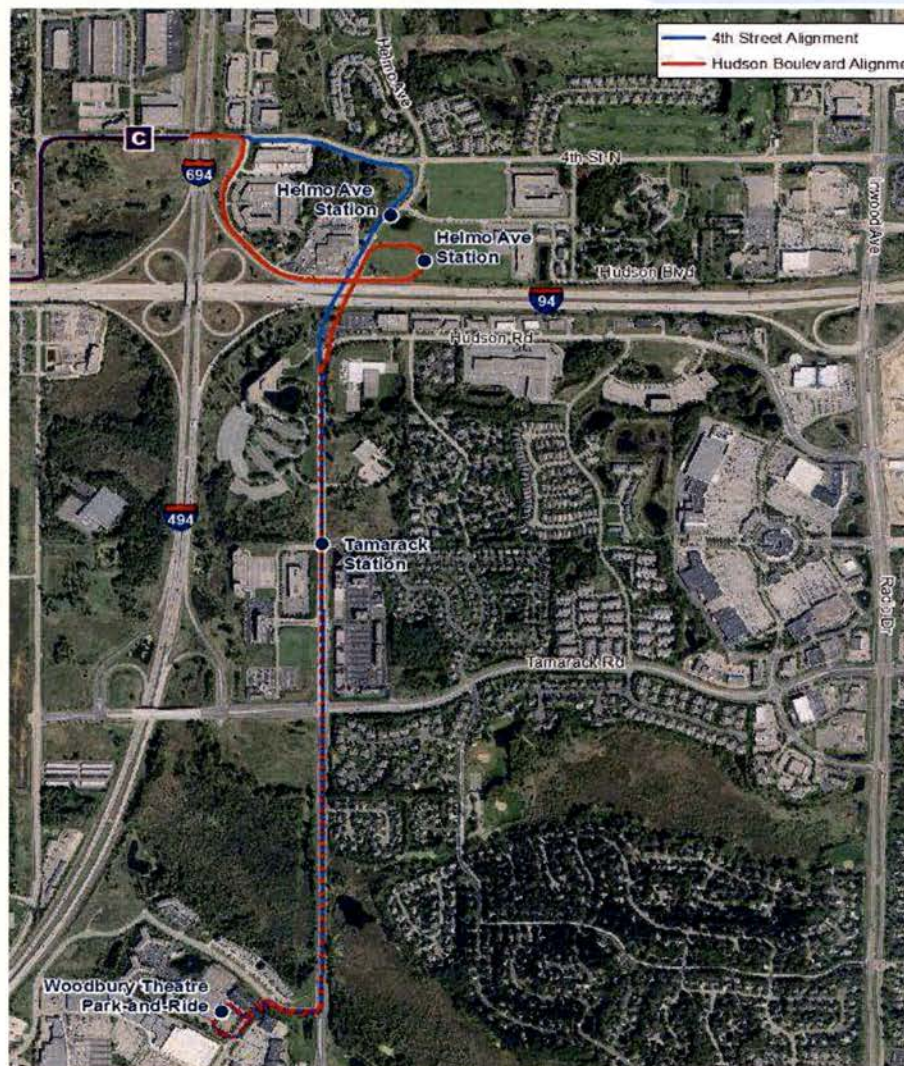


# End at Inwood Avenue





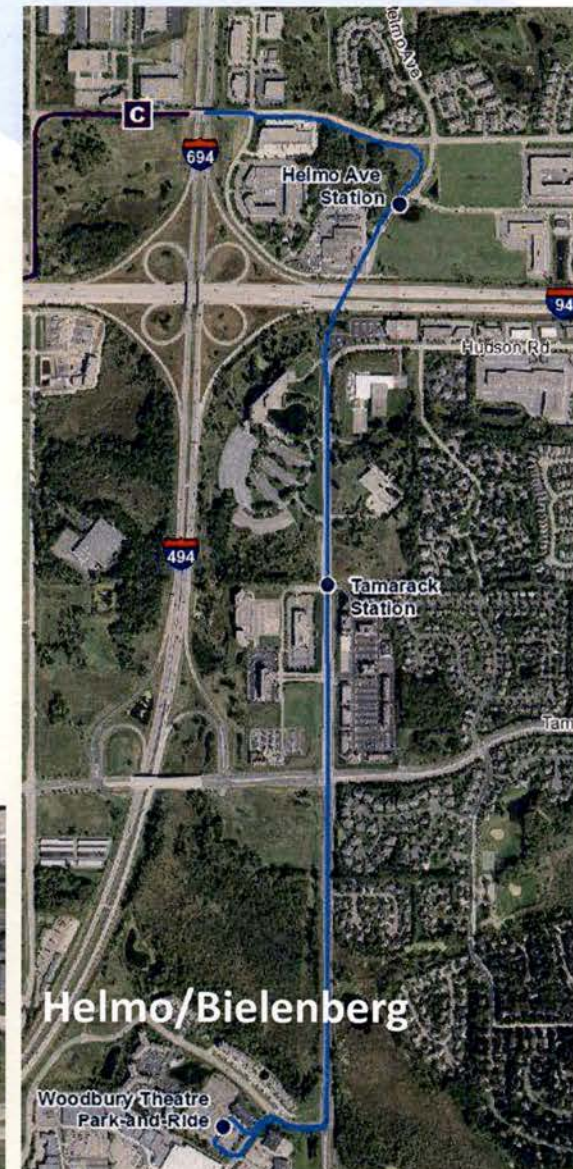
# Helmo/Bielenberg Route





## Two Alternatives Remain

- Two options need more data:
  - End at Inwood
  - Helmo/Bielenberg
- Qualitative information did not lead to a conclusion
- Quantitative data is needed to determine viability



# Quantitative Comparison – Cost

|                                   | Cost                                        |
|-----------------------------------|---------------------------------------------|
| <b>End at Inwood Option</b>       | Approx. <b>\$75m less</b> than previous LPA |
| <b>Helmo to Bielenberg Option</b> | Approx. <b>\$25m less</b> than previous LPA |

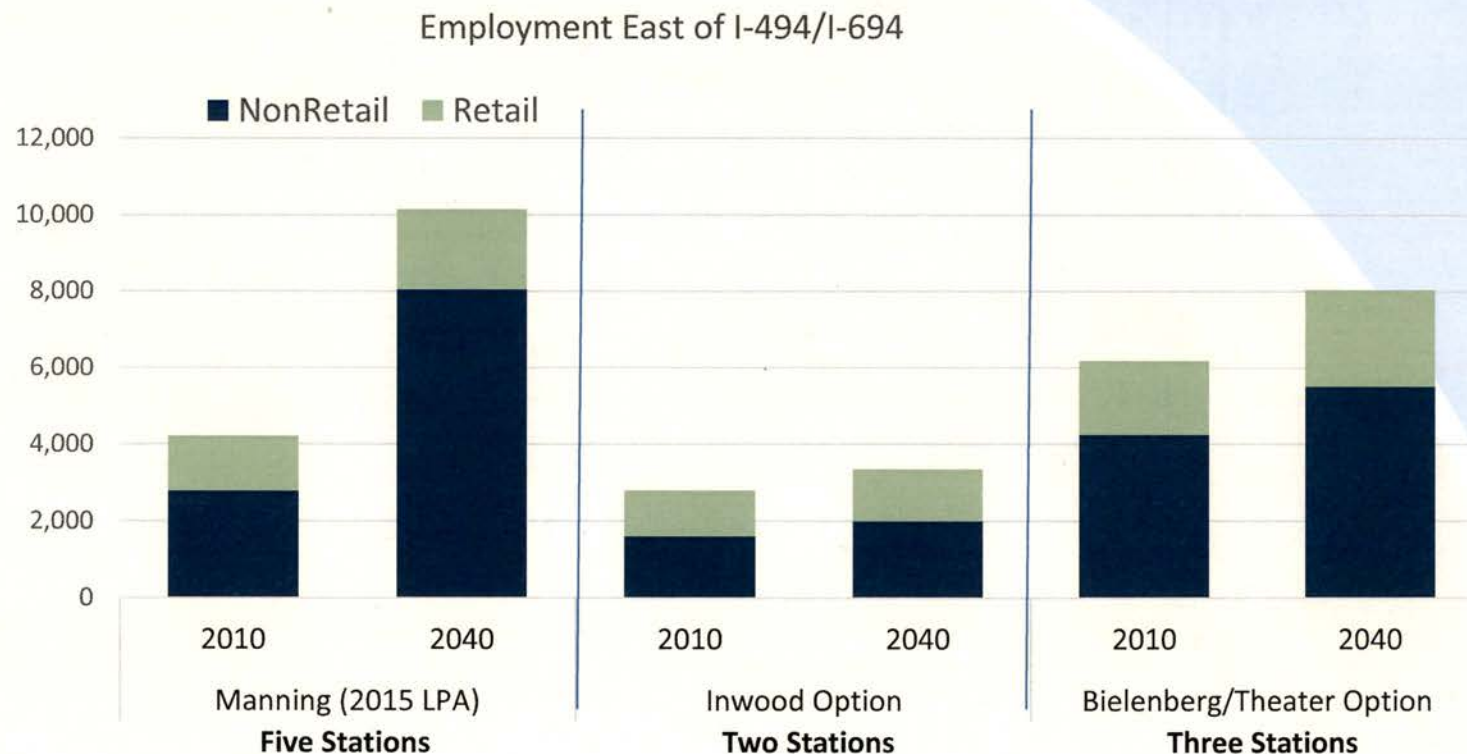


# Quantitative Comparison – Riders

|                               | 2010 Ridership                                        | 2040 Ridership                                |
|-------------------------------|-------------------------------------------------------|-----------------------------------------------|
| End at Inwood<br>Option       | <b>100 fewer</b> riders a<br>day than previous<br>LPA | <b>1,200 fewer</b> a day<br>than previous LPA |
| Helmo to Bielenberg<br>Option | <b>400 more</b> a day than<br>previous LPA            | <b>600 fewer</b> a day than<br>previous LPA   |



# East End Employment



Source: Metropolitan Council Travel Demand Model as modified for Gateway Corridor DEIS

# Technical and Policy Assessment

- End at Inwood route:
  - Has weak short and long term ridership potential that doesn't rate well in FTA's mobility criteria
  - Serves Oakdale's priority station location but not Woodbury's
  - Serves a low level of retail and non-retail jobs in near and long term
  - Does not provide added local and regional benefit because there is not a new roadway bridge

# Technical and Policy Assessment

- Helmo/Bielenberg route:
  - Has strong short term and long term ridership and development potential
  - Serves both Oakdale and Woodbury's priority station locations
  - Serves a high level of retail and non-retail jobs in near and long term
  - Provides added local and regional benefit because of new roadway bridge



# Draft Locally Preferred Alternative

Based on qualitative assessment and data related to the goals and objectives the Helmo/Bielenberg route is the draft Locally Preferred Alternative





# LPA Schedule and Process

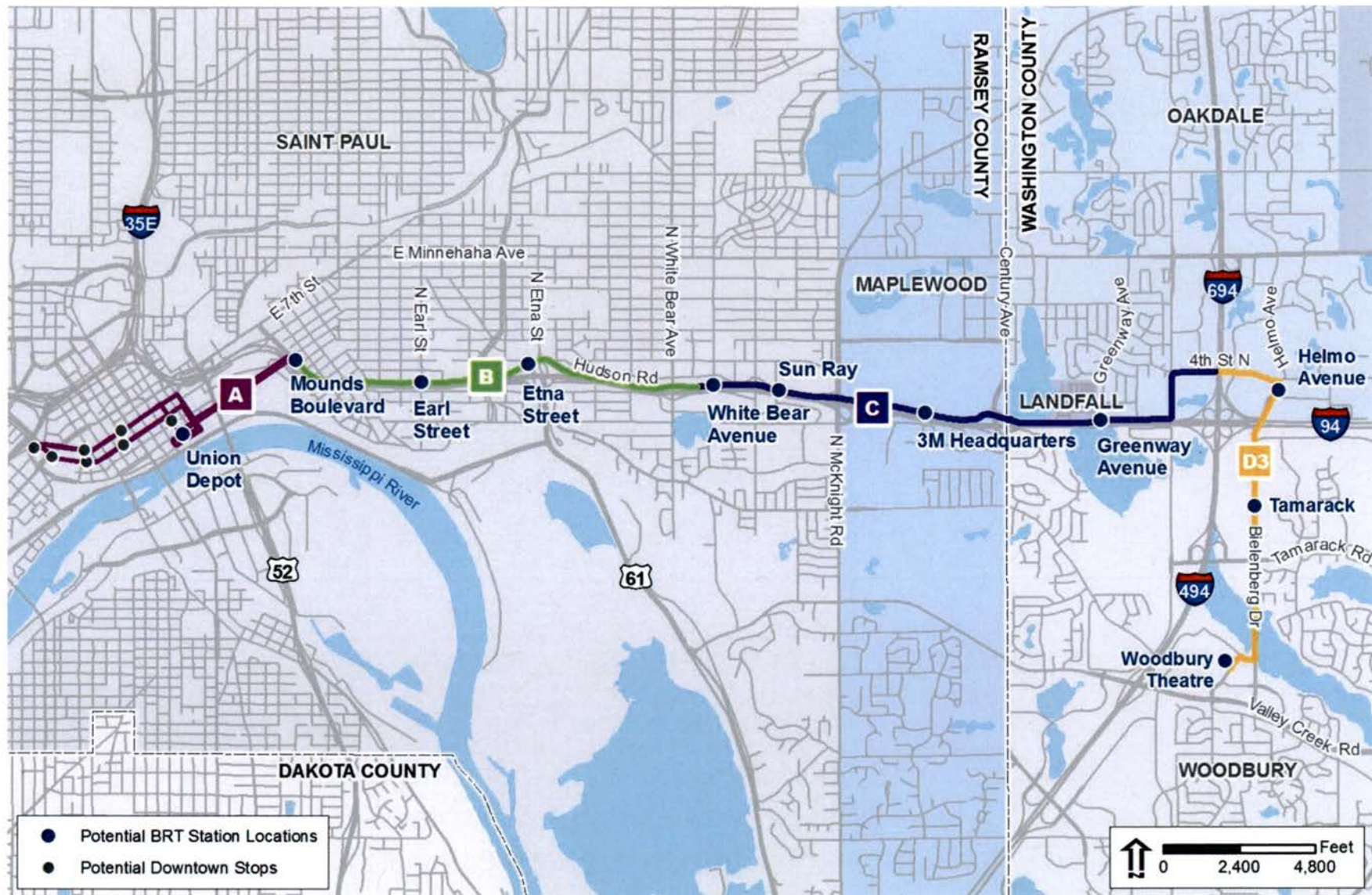
| Activity                                                         | Date                                |
|------------------------------------------------------------------|-------------------------------------|
| 30-Day Comment Period                                            | October 13 to November 13           |
| Oakdale City Council Action                                      | November 22                         |
| Woodbury City Council Action                                     | November 30                         |
| Final LPA Recommendation                                         | TAC: November 16<br>PAC: December 8 |
| Washington County Action                                         | Late December 2016                  |
| Metropolitan Council Process to amend Transportation Policy Plan | Begins in January                   |
| Project Development Begins                                       | Mid-2017                            |

# Additional Opportunities to Learn More and Provide Input

- Invite Gateway team members to meet with your organization or community group
- Contact project staff directly at [GatewayCorridor@co.washington.mn.us](mailto:GatewayCorridor@co.washington.mn.us) or 651-430-4300
- Sign up for email newsletter
- Visit [www.TheGatewayCorridor.com](http://www.TheGatewayCorridor.com)
  - Videos, project updates, analysis reports, meeting summaries
- Visit/Like [www.facebook.com/GatewayCorridor](http://www.facebook.com/GatewayCorridor)



Gateway Corridor Refined Locally Preferred Alternative A-B-C-D3 Map



**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-67

Committee: Regional Railroad Authority

Meeting Date: 12/13/2016

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**SUBJECT: Refined East End Section of the Locally Preferred Alternative for the Gateway Corridor**

**REQUESTED ACTION**

Support the refined east end section of the Locally Preferred Alternative for the Gateway Corridor through the cities of Oakdale and Woodbury.

**EXECUTIVE SUMMARY**

The Gateway Corridor will provide transit infrastructure improvements that benefit Ramsey County residents and businesses. The purpose of the project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the traveling public within the project area by providing all day bi-directional station-to-station service that complements existing and planned express bus service in the corridor. The Gateway Corridor is located in Ramsey and Washington Counties extending approximately 9 miles, and connecting downtown Saint Paul with its East Side neighborhoods and the suburbs of Maplewood, Landfall, Oakdale, and Woodbury. Additional information on the Gateway Corridor can be found at <http://thegatewaycorridor.com/transit-study/>.

Bus Rapid Transit in a dedicated guideway was selected as the Locally Preferred Alternative for the corridor as part of the environmental assessment process. The Locally Preferred Alternative was supported by the rail authorities of Ramsey County, Washington County and the six cities along the corridor and was adopted into the Metropolitan Council's 2040 Transportation Policy Plan in January 2015.

In January 2016 the Lake Elmo City Council took action to not support the Gateway project through Lake Elmo, requiring further refinement of the Locally Preferred Alternative alignment east of I-694. Additional alignment and station options have been evaluated east of I-694 in the cities of Oakdale and Woodbury. The Gateway Corridor Commission after reviewing technical analysis and input from the public, recommended the Dedicated Bus Rapid Transit Alternative A-B-C-D3 (see attached map) as the refined Locally Preferred Alternative. The Locally Preferred Alternative alignment west of I-694 remains unchanged.

Washington County Regional Railroad Authority, as the lead agency for the Gateway Corridor, is requesting the Ramsey County Regional Railroad Authority along with other project partners to support the refined east end section of the Locally Preferred Alternative for the Gateway Corridor.

**FISCAL IMPACT**

There is no 2016 budgetary impact. Funding to complete the project will be sought from federal, state, and local sources.

**COUNTY MANAGER COMMENTS**

Ramsey County Regional Railroad Authority has been requested by the Washington County Regional Railroad Authority to support the refined east end section of the Locally Preferred Alternative for the Gateway Corridor.

**PREVIOUS ACTION**

On September 23, 2014, the Ramsey County Regional Railroad Authority supported the selection of Bus Rapid Transit in a dedicated guideway as the Locally Preferred Alternative in Alignment A-B-C-D2-E3 (Resolution 2014-28).

**ATTACHMENTS**

1. Draft Resolution



Draft Resolution

WHEREAS, The Gateway Corridor is a proposed project that will provide for transit infrastructure improvements in the Eastern portion of the Twin Cities; and

WHEREAS, The purpose of the project is to provide transit service to meet the existing and long-term regional mobility and local accessibility needs for businesses and the traveling public within the project area by providing all day bi-directional station-to-station service that complements existing and planned express bus service in the Corridor; and

WHEREAS, The Gateway Corridor is located in Ramsey and Washington Counties, extending approximately nine miles, and connecting downtown Saint Paul with its East Side neighborhoods and the suburbs of Maplewood, Landfall, Oakdale, and Woodbury; and

WHEREAS, As a part of the environmental assessment process underway Bus Rapid Transit in a dedicated guideway was selected as the Locally Preferred Alternative for the corridor; and

WHEREAS, The Locally Preferred Alternative was supported by the rail authorities of Ramsey County and Washington County and the six cities along the Corridor and was adopted into the Metropolitan Council's 2040 Transportation Policy Plan in January 2015; and

WHEREAS, In January 2016 the Lake Elmo City Council took action to not support the Gateway project through Lake Elmo, requiring further refinement of the Locally Preferred Alternative alignment east of I-694; and

WHEREAS, Additional alignment and station options have been evaluated east of I-694 in the cities of Oakdale and Woodbury; and

WHEREAS, The Gateway Corridor Commission after reviewing technical analysis and input from the public, recommended the Dedicated Bus Rapid Transit Alternative A-B-C-D3 as the refined Locally Preferred Alternative; and

WHEREAS, The Locally Preferred Alternative alignment from west of I-694 remains unchanged; and

WHEREAS, The Washington County Regional Railroad Authority, as the lead agency for the Gateway Corridor, is requesting that the Ramsey County Regional Railroad Authority, along with other project partners, to support the refined east end section for the Locally Preferred Alternative for the Gateway Corridor and alignment east of I-694; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the refined east end section of the Locally Preferred Alternative for the Gateway Corridor through the cities of Oakdale and Woodbury.

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-75

Committee: Regional Railroad Authority

Meeting Date: 12/13/2016

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**SUBJECT: Presentation on the Red Rock Implementation Plan**

**REQUESTED ACTION**

None. For information and discussion only.

**EXECUTIVE SUMMARY**

Tim Mayasich, Director, and Kevin Roggenbuck, Senior Transportation Planner for Ramsey County Regional Railroad Authority, and Emily Jorgensen and Lyssa Leitner with Washington County Regional Railroad Authority, will present to the Ramsey County Regional Railroad Authority Board, the Red Rock Corridor Implementation Plan.

**ATTACHMENTS**

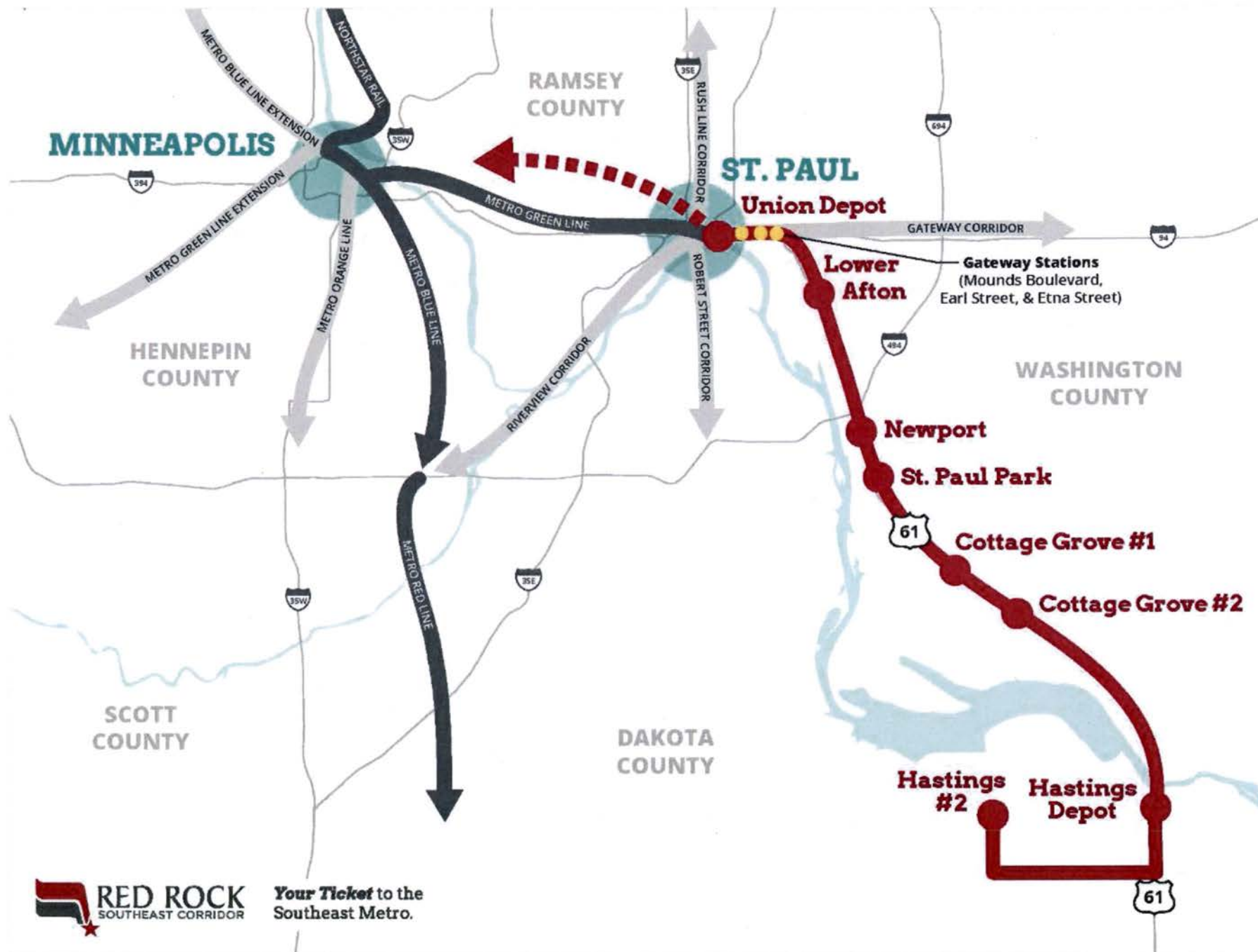
1. Red Rock Presentation

# Ramsey County Regional Railroad Authority



December 13, 2016





# The Goal

- Implementation Plan that Outlines:
  - Detailed technical elements
    - Service plan, stations, vehicles, etc.
  - Station area plans
  - Schedule and costs of staged investments
  - Partner responsibilities through 2040
  - Stakeholder buy-in and detailed resolutions of support

# Implementation Plan – *Committee Structure*

## TAC

### Technical Advisory Committee

Staff from MnDOT, the Metropolitan Council, Metro Transit, and the cities and counties along the corridor

## B-CAC

### Business and Civic Advisory Committee

Staff and leaders from businesses and civic organizations along the corridor

## RRCC

### Red Rock Corridor Commission

Staff and elected officials from the cities and counties along the corridor



# Bus Rapid Transit Alignment



# Potential BRT Phases

- Frequency: **15 minutes (30 minutes 7pm-12am)**
- Span: **5am-12am**
- BRT station amenities
- Potential Phases:
  1. To Cottage Grove w/o Gateway Stations
  2. Add Gateway Stations
  3. To Hastings Depot
  4. Add last two Hastings Stations





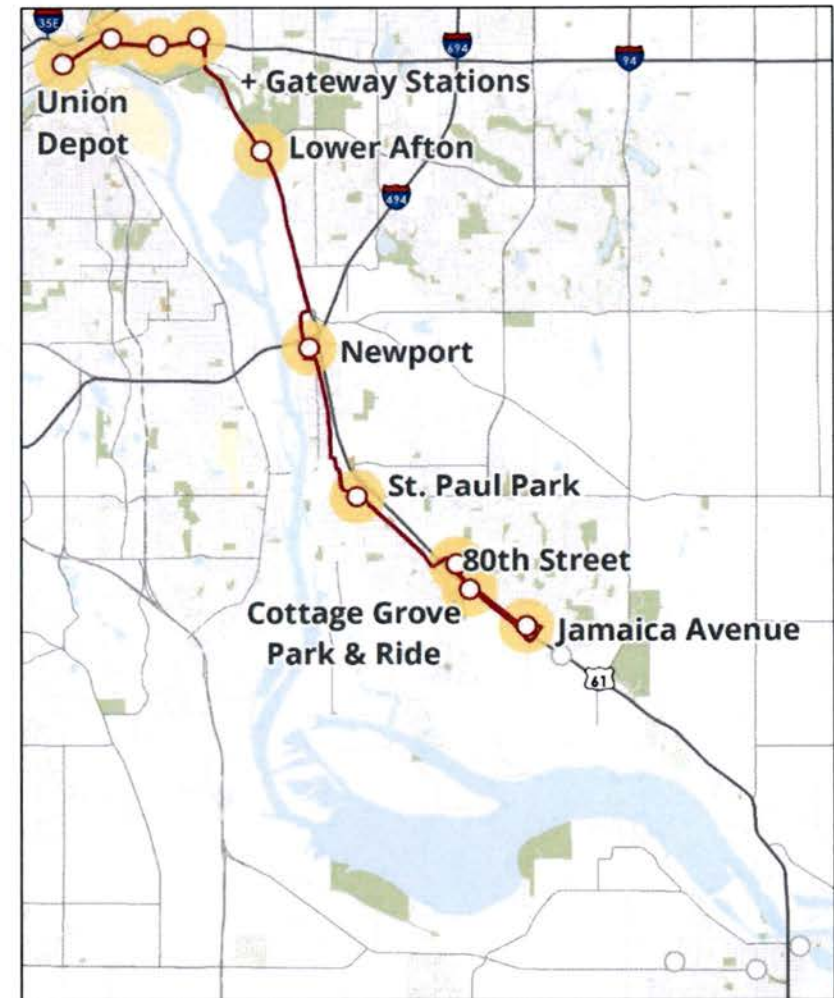
# Evaluation of BRT Phases

|                                              | Year | In-Service Hours | Daily Boardings | PPISH* | PPISH Target | Ridership Increase Needed |
|----------------------------------------------|------|------------------|-----------------|--------|--------------|---------------------------|
| <b>BRT Phase 1</b><br>(To Cottage Grove)     | 2024 | 92               | 1,070           | 12     | ≥25          | 114%                      |
|                                              | 2040 | 92               | 1,240           | 14     |              | 85%                       |
| <b>BRT Phase 2</b><br>(add Gateway Stations) | 2024 | 96               | 1,550           | 16     | ≥25          | 55%                       |
|                                              | 2040 | 96               | 1,800           | 19     |              | 33%                       |
| <b>BRT Phase 3</b><br>(to Hastings)          | 2040 | 114              | 2,000           | 18     | ≥25          | 43%                       |
| <b>BRT Phase 4 (final Hastings stations)</b> | 2040 | 135              | 2,200           | 16     | ≥25          | 54%                       |
| <b>Red Line</b>                              | 2040 | 73               | 4,700           | 65     | ≥25          | -----                     |



# Ridership Increase Needed to Meet Regional Target

- BRT Phase 2 (to Cottage Grove with Gateway Stations) is the best performing option in 2040
- Ridership need to increase by 33% to hit regional target PPISH
- Current 2040 ridership projection is 1,800 – ridership projection needs to get to 2,400 to meet PPISH



# Implementation Plan Summary

- Operating and maintenance costs are not in line with other regional transit systems
- Unclear funding path for capital costs and therefore no set evaluation process - need creative funding options
- Passenger Per In-Service Hour (PPISH) should be used to evaluate when BRT could be implemented
- Best performing BRT phase by 2040 is to Cottage Grove with Gateway Stations – this phase misses PPISH target by 33%
- Utilize regular route transit as a way to monitor for when BRT could be implemented



# Implementation Phasing/ Recommendations





# Pre-2020

- Work with Metro Transit to implement all-day 30-minute local service to Cottage Grove (Route 363)
- Work with Metro Transit to maintain existing express service
- Work with Metro Transit and Hastings to determine if express bus service (such as Route 367) or local service within Hastings is a viable option
- Work with Corridor cities and counties to update Comprehensive Plans, consideration should be given to increasing population density and employment within station areas

## 2020 to 2040

- Implement comprehensive plans by focusing development within and around station areas
- If Route 363 is implemented, monitor ridership; work with Metro Transit to identify potential service improvements to reach 1,200 passengers per day
- Assess comprehensive plan updates, demographic changes, and performance of Route 363 to determine if the Implementation Plan could be updated
- Replace Route 363 with BRT service when estimated BRT PPISH reaches 25 passengers per in-service hour (timing subject to reevaluation with updated ridership model)
- Explore extensions of BRT to Hastings and within Hastings when forecasted Hastings ridership exceeds 450 passengers per day

# Schedule

- **September 22:** Red Rock Corridor Commission released draft final report for public comment
- **September 22-October 26:** 30+ day public comment period
- **October 26:** Open house and public hearing on draft final plan
- **Late October or November:** Red Rock Corridor Commission approves final report based on public comment
- **November and December:** Resolutions of Support from Commission members



# Questions?

Facebook.com/RedRockCorridor

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

Lyssa Leitner  
Senior Planner, Washington County  
651-430-4300  
[Lyssa.Leitner@co.washington.mn.us](mailto:Lyssa.Leitner@co.washington.mn.us)

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-66

Committee: Regional Railroad Authority

Meeting Date: 12/13/2016

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**SUBJECT: Red Rock Corridor Implementation Plan**

**REQUESTED ACTION**

Support the September 2016 findings of the Red Rock Corridor Implementation Plan.

**EXECUTIVE SUMMARY**

In September, 2016 the Washington, Dakota, Ramsey, and Hennepin County Regional Railroad Authorities completed an Implementation Plan for the Red Rock Corridor. The Implementation Plan can be found at <http://www.redrockcorridor.com/corridor/implementation-plan/>. The Red Rock Corridor is a proposed 30-mile transitway that runs along Highway 61 and Interstate 94 between Hastings and Union Depot in Saint Paul with connecting service to Minneapolis. The Implementation Plan builds off the recommendations from the Red Rock Alternatives Analysis Update (AU) completed in 2014 to create financial, development, and service plans to provide better transit connections between corridor communities and the regional network.

The following two project alternatives were evaluated based on projected cost, ridership, and service:

Alternative 1: Bus Rapid Transit (BRT) along Highway 61 with a Highway Orientation; and  
Alternative 2: BRT along Highway 61 with a Community Orientation

In January 2016, the Red Rock Corridor Commission recommended advancing Alternative 2 as the single preferred alternative for further evaluation based on the goals of the project and public input. The stated project goals are to provide a cost effective transit option that meets current and future transit needs, addresses transportation problems, supports economic development and improves the natural and built environment of the corridor communities. Service would be all-day in both directions, arriving at stops every 15 minutes, but changing to 30 minutes in the evening. The evaluation of Alternative 2 showed that the projected ridership and cost would likely not be competitive with other national transit projects for limited federal funds. This determination led to a re-evaluation process that looked at shorter route segments as interim year BRT projects that could be funded from a variety of sources. The purpose of these interim year BRT projects was to build ridership in the corridor and make Alternative 2 competitive with other regional and national transitway projects.

Based on the current ridership projections and cost effectiveness of the project, a phased Implementation Plan is proposed to move BRT forward in the Red Rock Corridor.

The near-term phase (2016-2020) focuses on working with Metro Transit to maintain and increase local (Route 363) and express bus service; working with corridor cities and counties to update comprehensive plans to increase population and employment density within station areas.

The long-term phase (2020-2040) is focused on implementing the updated local comprehensive plans, monitoring transit ridership, and identifying potential service improvements that may lead to the implementation of the BRT Alternative.

## Red Rock Corridor Implementation Plan

### **FISCAL IMPACT**

There is no 2016 budgetary impact. Funding to complete the project will be sought from federal, state, and local sources.

### **COUNTY MANAGER COMMENTS**

The Red Rock Corridor is an important part of the regional transitway network, connecting residents and businesses in Ramsey County to the southeast metro and the greater Twin Cities Metropolitan Area.

### **PREVIOUS ACTION**

On September 2, 2014, the Ramsey County Regional Railroad Authority passed a resolution supporting Washington County's grant application to the Counties Transit Improvement Board (CTIB) for \$360,000 to develop the Implementation Plan for the Red Rock Corridor (R14-23).

On May 6, 2014, the Ramsey County Regional Railroad Authority passed a resolution supporting the findings of the Red Rock Corridor Alternatives Analysis Update Study (R14-14).

### **ATTACHMENTS**

1. Draft Resolution
2. Red Rock Corridor Commission Resolution



Draft Resolution

WHEREAS, The Red Rock Corridor transitway project will provide for transit improvements in the southeastern portion of the Twin Cities; and

WHEREAS, The Red Rock Corridor is approximately 20 miles, and connects Union Depot in downtown Saint Paul with its East Side neighborhoods and the suburbs of Newport, Saint Paul Park, Cottage Grove, and Hastings; and

WHEREAS, The Ramsey County Regional Railroad Authority is an active member and funding partner of the Red Rock Corridor Commission.

WHEREAS, The Alternatives Analysis Update completed in 2014 identified Bus Rapid Transit as the mode best aligned with the needs of the corridor; and

WHEREAS, A 15-month study for the Implementation Plan for Bus Rapid Transit service along the Red Rock Corridor has concluded that the final route considered for the Implementation Plan provides direct access to residents, businesses, and jobs in the cities along the corridor; and

WHEREAS, The completed Implementation Plan recommends a phased approach with near-term and long-term strategies to building transit ridership; and

WHEREAS, Based on technical information and public engagement, the completed Implementation Plan establishes the near-term goal of supporting improved local and express bus service to help build transit ridership in the southeast Metro and introducing Bus Rapid Transit to the Corridor; and

WHEREAS, The completed Implementation Plan contains financial, development and service plans for improving existing transit service and the build out of Bus Rapid Transit; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority supports the findings of the Red Rock Corridor Implementation Plan.

**Red Rock Corridor Commission**

**Resolution No. 2016-01**

**A RESOLUTION APPROVING THE FINDINGS OF THE RED ROCK CORRIDOR  
IMPLEMENTATION PLAN AND ADOPTING THE FINAL REPORT**

**WHEREAS**, the Red Rock Corridor Commission was established in 1998 to address transportation needs in the Red Rock Corridor; and

**WHEREAS**, the Red Rock Corridor is approximately 20 miles, and connects downtown Saint Paul with its East Side neighborhoods and the suburbs of Newport, Saint Paul Park, Cottage Grove, and Hastings; and

**WHEREAS**, the Red Rock Corridor transitway project will provide for transit improvements in the southeastern portion of the Twin Cities; and

**WHEREAS**, the Alternatives Analysis Update completed in 2014 identified bus rapid transit as the mode best aligned with the needs of the corridor; and

**WHEREAS**, a 15-month study for the Implementation Plan for bus rapid transit service along the Red Rock Corridor has concluded; and

**WHEREAS**, the final route considered for the implementation plan provides direct access to residents, businesses, and jobs in the cities along the corridor; and

**WHEREAS**, the completed Implementation Plan recommends a phased approach with near-term and long-term strategies to building transit ridership and introducing BRT to the corridor; and

**WHEREAS**, based on technical information and public engagement, the completed Implementation Plan establishes the near-term goal of supporting improved local and express bus service to help build transit ridership in the southeast metro; and

**WHEREAS**, based on technical information and public engagement, the completed Implementation Plan establishes the long-term goal of developing bus rapid transit in the southeast metro; and

**WHEREAS**, the completed Implementation Plan contains financial, development and service plans for improving existing transit service and the build out of bus rapid transit; and

**NOW THEREFORE BE IT RESOLVED** that the Red Rock Corridor Commission approves the adoption of the Implementation Plan for the Red Rock Corridor.

I hereby certify that the foregoing resolution in a true and correct copy of the Resolution presented to and adopted by the Red Rock Corridor Commission at a duly authorized meeting thereof held on the 26<sup>th</sup> day of October 2016 as shown by the minutes of said meeting in my possession.

ATTEST:

COMMISSION CHAIRPERSON



DATE

10/26/16

|          | YES      | NO | ABSTAIN | ABSENT   |
|----------|----------|----|---------|----------|
| BIGHAM   | <u>X</u> | —  | —       | —        |
| GREENE   | —        | —  | —       | <u>X</u> |
| GORDON   | —        | —  | —       | <u>X</u> |
| FRANKE   | <u>X</u> | —  | —       | —        |
| KUMMER   | —        | —  | —       | <u>X</u> |
| PETERSON | <u>X</u> | —  | —       | —        |
| PRINCE   | <u>X</u> | —  | —       | —        |
| RAHM     | <u>X</u> | —  | —       | —        |
| RETTMAN  | <u>X</u> | —  | —       | —        |
| SLAVIK   | <u>X</u> | —  | —       | —        |
| VAUGHAN  | <u>X</u> | —  | —       | —        |



**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-64

Committee: Regional Railroad Authority

Meeting Date: 12/13/2016

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**SUBJECT: 2017 Supplemental Budget and 2017 Proposed Tax Levy for Ramsey County  
Regional Railroad Authority**

**REQUESTED ACTION**

1. Approve the 2017 Amended Operating Budget of \$20,596,617.
2. Approve the 2017 Tax Levy in the amount of \$21,180,170.

**EXECUTIVE SUMMARY**

The County Manager presented the 2017 Performance Measures and Supplemental Budget to the Board of County Commissioners on August 2, 2016.

The Board of Ramsey County Commissioners Budget Committee of the Whole reviewed the Ramsey County Regional Rail Authority (RCRRA) budget on September 12, 2016. The Board of Ramsey County Commissioners Budget Committee of the Whole held a public hearing on September 13, 2016 to receive public input on the 2017 Budget. RCRRA certified a proposed maximum tax levy of \$21,180,710 for 2017 on September 13, 2016. The County Board also held a public meeting at the Union Depot on November 28 to hear additional comments on the 2017 Budget.

**FISCAL IMPACT**

A property tax levy of \$21,180,710 would result in a levy increase of \$721,263 or 3.5% increase in 2017.

**COUNTY MANAGER COMMENTS**

Ramsey County Regional Railroad Authority approval is required for setting the 2017 Supplemental Budget and pay 2017 property tax levy.

**PREVIOUS ACTION**

On August 2, 2016, the County Manager presented the recommended 2017 Performance Measures and Supplemental Budget to the Board of County Commissioners.

On August 9, 2016, the Board of County Commissioners, acting as the Budget Committee of the Whole, adopted addenda to the 2017 RCRRA Budget.

On September 13, 2016, RCRRA certified a maximum property tax levy of \$21,180,710.

**ATTACHMENTS**

1. Draft Resolution
2. 2017 Supplemental Budget

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority was organized by Resolution 87-230, April 20, 1987, Board of Ramsey County Commissioners, pursuant to Minnesota Statutes, 1986, Chapter 398A, as a political subdivision and local government unit of Minnesota, to exercise thereunder part of the sovereign power of the state; and

WHEREAS, The Ramsey County Regional Railroad Authority adopted the County's plan to develop and implement two year budgets beginning in 2006; and

WHEREAS, The County Manager presented the 2017 Performance Measures and Supplemental Budget to the Board of County Commissioners on August 2, 2016; and

WHEREAS, The Board of Ramsey County Commissioners Budget Committee of the Whole reviewed the Ramsey County Regional Rail Authority (RCRRA) budget on September 12, 2016; and

WHEREAS, The Board of Ramsey County Commissioners Budget Committee of the Whole held a public hearing on September 13, 2016 to receive public input on the 2017 Budget; and

WHEREAS, RCRRA certified a proposed maximum tax levy of \$21,180,710 on September 13, 2016; and

WHEREAS, The County Board also held a public meeting at the Union Depot on November 28 to hear additional comments on the 2017 Budget; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the 2017 Amended Operating Budget of \$20,596,617; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority approves the 2017 proposed Tax Levy in the amount of \$21,180,710 as summarized below:

|                                     | RCRRA<br>Operations | CIP                | Debt<br>Service  | 2017<br>RCRRA<br>Total |
|-------------------------------------|---------------------|--------------------|------------------|------------------------|
| Gross Budget                        | \$12,069,039        | \$ 5,125,000       | \$3,402,578      | \$20,596,617           |
| Less – Revenues                     | <u>- 2,071,306</u>  | <u>- 0</u>         | <u>- 0</u>       | <u>- 2,071,306</u>     |
| Subtotal                            | \$ 9,997,733        | \$ 5,125,000       | \$3,402,578      | \$18,525,311           |
| Minus– Fund Balance                 | <u>- 0</u>          | <u>+ 2,140,015</u> | <u>- 0</u>       | <u>+ 2,140,015</u>     |
| Subtotal                            | \$ 9,997,733        | \$ 7,265,015       | \$3,402,578      | \$20,665,326           |
| Plus – Estimated Tax<br>Delinquency | <u>+ 199,955</u>    | <u>+ 145,300</u>   | <u>+ 170,129</u> | <u>+ 515,384</u>       |
| Total Tax Levy                      | \$ 10,197,688       | \$ 7,410,315       | \$3,572,707      | \$21,180,710           |

# Department Summary



## BUDGET SUMMARY

## Regional Rail Authority

|                                                 | 2014<br>Actual | 2015<br>Budget | 2016<br>Approved | 2017<br>Approved |
|-------------------------------------------------|----------------|----------------|------------------|------------------|
| Expenditure / Appropriation - Operating Budget  | 7,973,004      | 12,170,735     | 11,911,233       | 12,069,039       |
| Expenditure / Appropriation - Grants / Projects | 13,665,620     | 3,300,000      | 4,300,000        | 5,125,000        |
| Debt Service                                    | 3,660,652      | 6,980,000      | 6,846,616        | 3,402,578        |
| Revenue / Est. Revenue - Operating Budget       | 495,455        | 1,732,638      | 1,886,713        | 2,071,306        |
| Revenue / Est. Revenue - Grants / Projects      | -              | 150,000        | -                | -                |
| Use of (Contribution to) Fund Balance           | -              | 2,005,397      | 1,314,226        | (2,140,015)      |
| County Tax Levy                                 | 24,803,821     | 18,562,700     | 19,856,910       | 20,665,326       |
| Allowance for Uncollectible Taxes               | 481,261        | 580,654        | 602,537          | 515,384          |
| Total RCRRA Tax Levy                            | 25,285,082     | 19,143,354     | 20,459,447       | 21,180,710       |
| Inc/(Dec) from Previous Year                    |                |                | 1,316,093        | 721,263          |
| % Inc/(Dec) from Previous Year                  |                |                | 6.9%             | 3.5%             |
| Inc/(Dec) for 2 Years                           |                |                |                  | 2,037,356        |
| % Inc/(Dec) for 2 Years                         |                |                |                  | 10.6%            |



# Department Summary



## EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

## Regional Rail Authority

| Division                        | 2014<br>Actual | 2015<br>Budget | 2016<br>Approved | 2017<br>Approved |
|---------------------------------|----------------|----------------|------------------|------------------|
| <u>Operating Budget</u>         |                |                |                  |                  |
| Regional Rail Administration    | 1,450,652      | 1,727,455      | 1,679,916        | 1,749,944        |
| Union Depot Operations          | 6,019,404      | 7,682,888      | 9,425,768        | 9,510,575        |
| Diagonal Property Roseville     | -              | 2,500          | 2,500            | 2,500            |
| Northeast Corridor Right-of-Way | 62,340         | 77,992         | 82,699           | 86,670           |
| Rush Line Operations            | 95,770         | 45,300         | 114,350          | 114,350          |
| Red Rock Operations             | 22,639         | 87,600         | 77,500           | 77,500           |
| Robert Street Operations        | 15,685         | 322,600        | 112,000          | 112,000          |
| Gateway Corridor Operations     | 109,893        | 120,900        | 122,000          | 121,000          |
| Passenger Rail Operations       | 157,668        | 1,554,100      | 144,000          | 144,000          |
| Riverview Corridor Operations   | 38,953         | 549,400        | 150,500          | 150,500          |
| Total Operating Budget          | 7,973,004      | 12,170,735     | 11,911,233       | 12,069,039       |
| Inc/(Dec) from Previous Year    |                |                | (259,502)        | 157,806          |
| % Inc/(Dec) from Previous Year  |                |                | (2.1)%           | 1.3%             |

# Department Summary



## EXPENDITURE/APPROPRIATION SUMMARY BY DIVISION

Regional Rail Authority

|                                                      | 2014<br>Actual | 2015<br>Budget | 2016<br>Approved | 2017<br>Approved |
|------------------------------------------------------|----------------|----------------|------------------|------------------|
| <u>Grants / Projects</u>                             |                |                |                  |                  |
| RRA Insurance Deductibles (P128101)                  | -              | -              | 575,000          | -                |
| Red Rock Project Development (P125401)               | -              | -              | 225,000          | 225,000          |
| Riverview DEIS/Development/Engineering (P125104)     | -              | -              | 1,200,000        | 1,450,000        |
| Rail Property Acquisition (P121005)                  | -              | 500,000        | 750,000          | 750,000          |
| Rush Line Pre-Project Development (P124301)          | -              | 1,500,000      | -                | -                |
| Central Corridor Preliminary Eng (P125101)           | 13,665,620     | -              | -                | -                |
| Rush Line Environmental Design/Development (P125102) | -              | -              | 750,000          | 1,000,000        |
| Gateway Environmental Design/Development (P125103)   | -              | 1,000,000      | 500,000          | 1,400,000        |
| Union Depot Capital Reserves (P127101)               | -              | 300,000        | 300,000          | 300,000          |
| Total Grants / Projects                              | 13,665,620     | 3,300,000      | 4,300,000        | 5,125,000        |

### Debt Service

|                                |           |           |           |           |
|--------------------------------|-----------|-----------|-----------|-----------|
| Lmtd Tax Oblig Note Series '12 | 3,660,652 | 6,980,000 | 6,846,616 | 3,402,578 |
| Total Debt Service             | 3,660,652 | 6,980,000 | 6,846,616 | 3,402,578 |

|                                   |            |            |            |            |
|-----------------------------------|------------|------------|------------|------------|
| Total Expenditure / Appropriation | 25,299,276 | 22,450,735 | 23,057,849 | 20,596,617 |
|-----------------------------------|------------|------------|------------|------------|

|                                |  |  |         |             |
|--------------------------------|--|--|---------|-------------|
| Inc/(Dec) from Previous Year   |  |  | 607,114 | (2,461,232) |
| % Inc/(Dec) from Previous Year |  |  | 2.7%    | (10.7)%     |
| Inc/(Dec) for 2 Years          |  |  |         | (1,854,118) |
| % Inc/(Dec) for 2 Years        |  |  |         | (8.3)%      |

# Department Summary



## REVENUE / ESTIMATED REVENUE SUMMARY BY DIVISION

### Regional Rail Authority

| Division                        | 2014<br>Actual | 2015<br>Budget | 2016<br>Approved | 2017<br>Approved |
|---------------------------------|----------------|----------------|------------------|------------------|
| Regional Rail Administration    | 308,502        | 7,000          | 5,000            | 5,000            |
| Union Depot Operations          | 168,187        | 1,709,238      | 1,862,128        | 2,046,721        |
| Northeast Corridor Right-of-Way | 18,200         | 16,000         | 19,000           | 19,000           |
| Rush Line Operations            | 566            | 400            | 585              | 585              |
| Total Operating Budget          | 495,455        | 1,732,638      | 1,886,713        | 2,071,306        |

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

|                                             | 2014<br>Actual | 2015<br>Budget | 2016<br>Approved | 2017<br>Approved |
|---------------------------------------------|----------------|----------------|------------------|------------------|
| <u>Grants / Projects</u>                    |                |                |                  |                  |
| Rush Line Pre-Project Development (P124301) | -              | 150,000        | -                | -                |
| Total Grants / Projects                     | -              | 150,000        | -                | -                |

|                                   |         |           |           |           |
|-----------------------------------|---------|-----------|-----------|-----------|
| Total Revenue / Estimated Revenue | 495,455 | 1,882,638 | 1,886,713 | 2,071,306 |
|-----------------------------------|---------|-----------|-----------|-----------|

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

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



# Department Summary



## PERSONNEL SUMMARY BY DIVISION

## REGIONAL RAIL DEPARTMENTS

|                              | 2014<br>Budget | 2015<br>Budget | 2016<br>Approved | 2017<br>Approved |
|------------------------------|----------------|----------------|------------------|------------------|
| Permanent FTE                |                |                |                  |                  |
| <u>Operating Budget</u>      |                |                |                  |                  |
| Regional Rail Administration | 8.00           | 8.00           | 8.00             | 8.00             |
| Total Operating Budget       | 8.00           | 8.00           | 8.00             | 8.00             |

### Grants / Projects

None

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

|                              | 2016<br>Approved | 2017<br>Approved |
|------------------------------|------------------|------------------|
| New FTEs                     |                  |                  |
| None                         |                  |                  |
| Total New FTE                | -                | -                |
| Total FTE                    | 8.00             | 8.00             |
| Inc/(Dec) From Previous Year | -                | -                |
| Inc/(Dec) for 2 Years        | -                | -                |

The Ramsey County Regional Railroad Authority met in regular session at 9:58 AM with the following members present: Carter, Huffman, McDonough, McGuire, Reinhardt, Rettman, and Chair-Ortega. Also present were Julie Kleinschmidt, County Manager, and Paul Zisla, Assistant County Attorney.

### 1. ROLL CALL

| Commissioners       | PRESENT |
|---------------------|---------|
| Ortega, Rafael      | x       |
| Carter, Toni        | x       |
| Huffman, Blake      | x       |
| McDonough, Jim      | x       |
| McGuire, Mary Jo    | x       |
| Reinhardt, Victoria | x       |
| Rettman, Janice     | x       |

### 2. Agenda of December 20, 2016 is 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   |    |        |        |

### 3. Minutes of December 13, 2016 are Presented for Approval

#### VOTING

Motion by: Toni Carter

Second by: Victoria Reinhardt

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

4. **Amendment 2 with AECOM for the Riverview Corridor Pre-Project Development Study (Resolution R2016-26)**

**VOTING**

Motion by: Victoria Reinhardt

Second by: Jim McDonough

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

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 Riverview Corridor; and

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

WHEREAS, The Pre-Project Development Study was planned for completion by December 31, 2016; and

WHEREAS, The Riverview Corridor Policy Advisory Committee has taken additional time to review the technical analysis presented and requested additional analysis to be completed prior to making decisions; and

WHEREAS, The need to look at more alternatives than originally scoped is necessary due to the Riverview Corridor Policy Advisory Committee's desire to evaluate creative transit solutions for the corridor, as shown through the hybrid alternatives, as well as to determine if the corridor should directly connect to the Ford site; and

WHEREAS, The additional work requires extending the Pre-Project Development Study timeline by nine months to September 30, 2017 and increasing the budget by \$525,500, with a selection of the Locally Preferred Alternative in the summer of 2017; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amendment 2 with AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Riverview Pre-Project Development Study for the period of January 1, 2017 to September 30, 2017 in an amount not to exceed \$525,500; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment 2; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the use of Ramsey County Regional Railroad Authority fund balance in the amount of \$525,500 for consulting services for public engagement and design activities for the Riverview 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.



5. **Amendment with The Regents of the University of Minnesota dba University of Minnesota for Consulting Services (Resolution R2016-27)**

**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 transit projects and corridors to the benefit of the citizens of Ramsey County; and

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

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

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

WHEREAS, Public engagement is critical to the selection of a Locally Preferred Alternative; and

WHEREAS, In 2016, the Ramsey County Regional Railroad Authority contracted with the Metropolitan Design Center at The University of Minnesota to complete the following tasks for both corridors: Precedence research, digital modeling, and physical modeling; and

WHEREAS, Additional activities and additional contract time related to the scope of the Metropolitan Design Center contract are necessary to complete the physical and digital models to provide the public with the most accurate information possible including refinements following the selection of each corridors' Locally Preferred Alternative; and

WHEREAS, The additional activities will coincide with the completion of the Rush Line and Riverview Pre-Project Development studies in 2017 at an increased cost of \$25,300; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amendment to the original contract with The Regents of the University of Minnesota dba University of Minnesota, 200 Oak Street SE, Suite 450, Minneapolis, MN to provide consulting services for public engagement and design activities for the Riverview and Rush Line corridors for the period of January 1, 2017 to September 30, 2017, in an amount not to exceed \$25,300; 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 \$25,300 from the 2017 Ramsey County Regional Railroad Authority operating budget, to the 2017 Ramsey County Regional Railroad Authority project budget for consulting services for public engagement activities for the Riverview and Rush Line corridors; and Be It Further

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

**6. Presentation on the Rush Line Corridor Update**

For information and discussion only.

**7. Corridor Updates (Discussion may be found on archived video)**

**8. Adjournment**

Commissioner Ortega declared the meeting adjourned at 10:31 a.m.

  
Sandra Jacobson, Administrative Secretary

Regional Railroad Authority Meeting  
December 20, 2016 – ROLL CALL

Call to Order: 9:58 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"/> |        |

Julie Kleinschmidt  
Paul Zisla

2. Agenda of December 20, 2016 is presented for approval

Moved: JR 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 December 13, 2016 are presented for approval

Moved: TC Seconded: VR

|                    | 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"/> |     |        |



**4. Amendment 2 with AECOM for the Riverview Corridor Pre-Project Development Study**

Moved:

VR

Seconded:

JM

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| 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"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**5. Amendment with The Regents of the University of Minnesota dba University of Minnesota for Consulting Services**

Moved:

JM

Seconded:

BH & VR

|                    | YEA                                 | NAY                      | ABSENT                   |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| 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"/> |
| Janice Rettman     | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rafael Ortega      | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**6. Presentation on the Rush Line Corridor Update**  
**No voting – for information and discussion only.**

**7. Corridor Updates**

**8. 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, December 20, 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. **R2016-72      Agenda of December 20, 2016 is Presented for Approval**  
Approve the agenda of December 20, 2016.
3. **R2016-71      Minutes of December 13, 2016 are Presented for Approval**  
Approve the minutes of December 13, 2016.

### ADMINISTRATIVE ITEMS

4. **R2016-65      Amendment 2 with AECOM for the Riverview Corridor Pre-Project Development Study**
  1. Approve Amendment 2 with AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Riverview Pre-Project Development Study for the period of January 1, 2017 to September 30, 2017 in an amount not to exceed \$525,500.
  2. Authorize the Chair to execute Amendment 2.
  3. Authorize the use of Ramsey County Regional Railroad Authority fund balance in the amount of \$525,500 for consulting services for public engagement and design activities for the Riverview Pre-Project Development Study.
  4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.
5. **R2016-73      Amendment with The Regents of the University of Minnesota dba University of Minnesota for Consulting Services**
  1. Approve the Amendment to the original contract with The Regents of the University of Minnesota dba University of Minnesota, 200 Oak Street SE, Suite 450, Minneapolis, MN to provide consulting services for public engagement and design activities for the Riverview and Rush Line corridors, for the period of January 1, 2017 to September 30, 2017, in an amount not to exceed \$25,300.
  2. Authorize the Chair to execute the Amendment.
  3. Authorize the County Manager to transfer up to \$25,300 from the 2017 Ramsey County Regional Railroad Authority operating budget, to the 2017 Ramsey County Regional Railroad Authority project budget for consulting services for public engagement and design activities for the Riverview and Rush Line corridors
  4. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

### PRESENTATION

6. **R2016-68      Presentation on the Rush Line Corridor Update**  
None. For information and discussion only.

- 7. **Corridor Updates**
- 8. **Adjournment**



**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-72

Committee: Regional Railroad Authority

Meeting Date: 12/20/2016

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**SUBJECT: Agenda of December 20, 2016 is Presented for Approval**

**REQUESTED ACTION**

Approve the agenda of December 20, 2016.

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-71

Committee: Regional Railroad Authority

Meeting Date: 12/20/2016

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**SUBJECT: Minutes of December 13, 2016 are Presented for Approval**

**REQUESTED ACTION**

Approve the minutes of December 13, 2016.

**ATTACHMENTS**

1. Draft Minutes

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

---

Requesting Department: Regional Railroad Authority

R2016-65

Committee: Regional Railroad Authority

Meeting Date: 12/20/2016

---

**SUBJECT: Amendment 2 with AECOM for the Riverview Corridor Pre-Project Development Study**

**REQUESTED ACTION**

1. Approve Amendment 2 with AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Riverview Pre-Project Development Study for the period of January 1, 2017 to September 30, 2017 in an amount not to exceed \$525,500.
2. Authorize the Chair to execute Amendment 2.
3. Authorize the use of Ramsey County Regional Railroad Authority fund balance in the amount of \$525,500 for consulting services for public engagement and design activities for the Riverview 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 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. The Riverview Corridor is a key commercial transportation route that has benefited from several major redevelopment projects, including the Schmidt Brewery property and Victoria Park (formerly Koch Tank site), and is poised for future redevelopment projects, including Seven Corners, the Ford Plant and the US Bank property located at Shepard Road and Davern Street.

On April 22, 2014 the RCRRA approved entering into a contract with AECOM and initiated a Pre-Project Development (PPD) Study for the corridor to compare all transit vehicles (modes) and routes (alignments). The PPD Study was scoped to be completed in eighteen months and result in the selection of the corridor's Locally Preferred Alternative (LPA).

Work on the Riverview Corridor Pre-Project Development (PPD) Study has progressed. The Riverview Policy Advisory Committee (PAC) approved several technical memos, including the study's Purpose and Need as well as its narrowing down to Most Promising Alternatives from the Universe of Alternatives. Over 120 public engagement activities have been held through November 15, 2016, including open house and community meetings, regular meetings with district councils and business associations, and numerous pop-up meetings and outreach activities. These activities have engaged over 3,300 people. Additionally, the project maintains an active Facebook page and website. Currently, the project team is completing the Detailed Evaluation of the Most Promising Alternatives where ridership, capital and operating costs will be developed. This information will then be shared with the public in the first quarter of 2017 at a series of open houses, community meetings and other engagement activities.

Despite the progress being made, the study has fallen behind schedule and AECOM will perform work that is considered out-of-scope, although necessary to the study. There will be additional project management and technical analysis activities required beyond those originally anticipated. The PAC has taken additional time to review the technical analysis presented and requested additional analysis to be completed prior to making decisions. Additionally, the PAC has identified seven alternatives for evaluation.

The existing contract with AECOM anticipates evaluation of only two alternatives. The need to look at more alternatives than originally scoped is necessary due to the PAC's desire to evaluate creative transit solutions for the corridor, as shown through the hybrid alternatives, as well as to determine if the corridor should directly connect to the Ford Site. These Most Promising Alternatives include:

- No Build
- Dedicated Rail on W. 7<sup>th</sup> Street
- Dedicated Bus on W. 7<sup>th</sup> Street
- Hybrid Rail on a combination of W. 7<sup>th</sup> Street and the CP Rail Spur
- Hybrid Bus on a combination of W. 7<sup>th</sup> Street and the CP Rail Spur
- CP Rail Spur to the Ford Site
- St. Paul Avenue to the Ford Site

The decisions of the PAC to take more time to analyze the technical data while providing more of an opportunity for the community to understand it have benefited the study by providing for a more engaged and educated public.

RCRRA staff requested AECOM provide a budget with a list of additional work tasks and a revised schedule to complete the increased level of effort required. AECOM and RCRRA staff have met to finalize these changes and prepare Amendment 2 to the contract. Amendment 2 encompasses the term extension needed to complete the study and the increase in cost associated with the additional work and extended term. The Amendment provides for an increase in budget of \$525,500 and an extension of the term from December 31, 2016 to September 30, 2017.

#### **FISCAL IMPACT**

Sufficient fund balance exists within the Ramsey County Regional Railroad Authority's budget to fund Amendment 2 with AECOM for consulting services for the Riverview Pre-Project Development Study.

#### **COUNTY MANAGER COMMENTS**

Ramsey County Regional Railroad Authority approval is required to increase project budgets.

#### **PREVIOUS ACTION**

On December 15, 2015, the Ramsey County Regional Railroad Authority approved the Amendment with AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Riverview Pre-Project Development Study for the period of January 1, 2016 to December 31, 2016 in an amount not to exceed \$559,557.54 (Resolution R2015-26).

On April 22, 2014, the Ramsey County Regional Railroad Authority approved the selection of AECOM to provide consulting services for the completion of the Riverview Corridor Pre-Project Development Study and authorized the Chair to execute a contract with AECOM in an amount not to exceed \$1,450,000 (Resolution R14-12).

On January 28, 2014, the Ramsey County Regional Railroad Authority approved the release of a Request for Proposals for the Riverview Corridor Pre-Project Development Study (Resolution R14-06).



## Amendment 2 with AECOM for the Riverview Corridor Pre-Project Development Study

On September 24, 2013, the Ramsey County Regional Railroad Authority 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, the Ramsey County Regional Railroad Authority 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 (Resolution R13-19).

### **ATTACHMENTS**

1. Draft Resolution
2. Amendment 2
3. Exhibit A-1 and A-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 Riverview Corridor; and

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

WHEREAS, The Pre-Project Development Study was planned for completion by December 31, 2016; and

WHEREAS, The Riverview Corridor Policy Advisory Committee has taken additional time to review the technical analysis presented and requested additional analysis to be completed prior to making decisions; and

WHEREAS, The need to look at more alternatives than originally scoped is necessary due to the Riverview Corridor Policy Advisory Committee's desire to evaluate creative transit solutions for the corridor, as shown through the hybrid alternatives, as well as to determine if the corridor should directly connect to the Ford site; and

WHEREAS, The additional work requires extending the Pre-Project Development Study timeline by nine months to September 30, 2017 and increasing the budget by \$525,500, with a selection of the Locally Preferred Alternative in the summer of 2017; Now, Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amendment 2 with AECOM, 800 LaSalle Avenue, Minneapolis, MN 55402, for consulting services for public engagement and design activities for the Riverview Pre-Project Development Study for the period of January 1, 2017 to September 30, 2017 in an amount not to exceed \$525,500; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute Amendment 2; and Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the use of Ramsey County Regional Railroad Authority fund balance in the amount of \$525,500 for consulting services for public engagement and design activities for the Riverview 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 AECOM TECHNICAL SERVICES, INC. FOR THE RIVERVIEW  
CORRIDOR PRE-PROJECT DEVELOPMENT STUDY**

THIS AMENDMENT 2 TO AGREEMENT ("Amendment 2") is made as of December 20, 2016 and is by and between Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota ("RCRRA") and AECOM Technical Services, Inc., 800 LaSalle Avenue, Minneapolis, MN 55402 ("Contractor").

WHEREAS, RCRRA and Contractor entered into an Agreement dated July 10, 2014, for professional consulting services on the Riverview Corridor Pre-Project Development Study ("Agreement") with a term from July 10, 2014 through December 31, 2015; and

WHEREAS, RCRRA and Contractor amended the Agreement (Amendment 1) to extend the term through December 31, 2016 (the Agreement as amended is referred to as the "Agreement"); and

WHEREAS, RCRRA and Contractor desire to further extend the term of the Agreement through September 30, 2017; and

WHEREAS, RCRRA has determined that additional services are required; and

WHEREAS, RCRRA and Contractor desire and intend to amend the Agreement to include additional services shown on Exhibit A-1 and A-2 to this Amendment 2, and to include the cost of the additional services of \$525,500.00 in the maximum not-to-exceed costs to be paid by the RCRRA to Contractor pursuant to the Agreement, to result in a total amount of \$2,535,057.54

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

1. The Contractor shall provide the additional services shown on Exhibit A-1 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 \$525,500.00 as shown on Exhibit A-2, which is incorporated into the Agreement, to increase the total maximum not-to-exceed amount of the Agreement from \$2,009,557.54 to the total amount of \$2,535,057.54 inclusive of fees and reimbursable expenses.
2. The Agreement is amended to extend the term through September 30, 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, this Amendment 2 is duly executed on the last date written below.

**RAMSEY COUNTY REGIONAL  
RAILROAD AUTHORITY**

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

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

Approval recommended:

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

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

Approved as to form:

\_\_\_\_\_  
Paul Zisla  
Assistant County Attorney

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

**AECOM TECHNICAL  
SERVICES, INC.**

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

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

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

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



# Exhibit A-1

Riverview Corridor Pre-Project Development Study  
Rev 2.0 – 20161121  
Original: 17 June 2014; Revised 20 November 2015

## Revised Work Plan

Herein is the revised Work Plan, based on the revised working schedule discussed with the Policy Advisory Committee on 13 October 2016. The revised schedule would change the Study's duration by nine (9) months, from a completion date of 31 December 2016 to 30 September 2017.

### Summary of Revised Project Schedule

From 1 July 2014 through 30 September 2017. (See Exhibit A-3.)

### Summary of Project Deliverables

The following project deliverables will be completed during the course of the Riverview Corridor Pre-Project Development Study. The review cycle for Project Reports #2, 3, 7, 8 and 9, as well as and Technical Memoranda #1 through 9 is as follows:

- Draft before public review: RCRR/PMT → TAC recommendation → PAC approval of draft
- Final draft after public review: RCRR/PMT → TAC recommendation → PAC approval of final

#### Project Reports

1. Project Management Plan
2. Quality Management Plan
3. Public Communications Plan
4. Travel Demand Forecasting Methodology
5. Capital Cost Methodology
6. Operating and Maintenance Cost Estimating Methodology
7. Detailed Definition of Alternatives
8. Pre-Project Development Study
9. The Riverview Corridor Locally Preferred Alternative

#### Project Technical Memoranda

1. Previous and Work-In-Progress Transportation Planning
2. Transit Travel Demand Market Analysis
3. Development/Employment Market Analysis
4. Problem Statement and Goals
5. Development and Screening of Initial Alternatives
6. Operating Plans
7. Assessment of Transportation Issues
8. Assessment of Community Issues
9. Project Technical Memorandum 9: Assessment of Social, Environmental, and Economic Issues

# Exhibit A-1

Riverview Corridor Pre-Project Development Study  
Rev 2.0 – 20161121  
Original: 17 June 2014; Revised 20 November 2015

## **Task 1: Previous and Work-In-Progress Transportation Planning and Redevelopment Initiatives**

The AECOM Team understands that extensive, relevant planning activities have recently been undertaken within the Riverview Corridor and the broader region; many members of the AECOM Team participated in or led one or more of these activities. The Team will augment its knowledge base through a review of previous and in-progress transportation planning initiatives, including, but not limited to those listed in the RFP.

In addition to understanding this completed and ongoing work, the AECOM Team will review transportation and land use plans for municipalities and entities in the study area, including existing and projected land uses, traffic volumes, transportation system performance/congestion levels and planned/programmed study area transportation infrastructure improvements.

In-house materials pertaining to known cultural resources and that were obtained during the East Metro Rail Capacity Study and the Union Depot Multi-Modal Transit Hub project completed by the 106 Group will be reviewed. In addition, supplemental research will be conducted at the Minnesota State Historic Preservation Office to identify any cultural resources that have been identified since these previous investigations. A brief memorandum will be prepared describing the previously identified cultural resources along the corridor to inform identification and initial screening of alternatives and included an attachment to Technical Memorandum 1. The summary will focus on cultural resources that have been listed or determined eligible for listing in the NRHP.

### **Deliverables:**

- Project Technical Memorandum: Previous and Work-In-Progress Transportation Planning. Highlights of relevant materials provided to inform the development of the Study's Purpose and Need; definition and evaluation of alternatives; and challenges and opportunities associated with the advanced alternatives.

## **Task 2: Project Management**

The AECOM Team Project Manager and the Core Task Managers will report the status of the project budget, work effort, progress and schedule. A key part of the professional management of this study will be the responsiveness to the latest guidance from the Federal Transit Administration (FTA) regarding the Riverview Corridor LPA's entry into the Capital Investment Grant (CIG) program. FTA's CIG program includes New Starts and Small Starts.

### **Study Team**

The Study Team will be made up of the RCRRA Project Manager and Deputy Project Manager, and the AECOM Team Project Manager and Task Leads. The Study Team will convene in person or via teleconference every week to discuss the Project's progress, anticipate/resolve issues, and plan upcoming tasks. The AECOM Team will schedule and prepare the materials for these meetings including agendas, handouts, presentations and notes.

### **2.1: Project Management Team (PMT)**

The PMT will be made up of the following:

- RCRRA Project Manager and Deputy Project Manager
- AECOM Team Project Manager and Task Leads
- City of Saint Paul TAC representative
- MnDOT TAC representative
- Met Council TAC representative
- Metro Transit TAC representative
- Hennepin County TAC representative

# Exhibit A-1

Riverview Corridor Pre-Project Development Study  
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Original: 17 June 2014; Revised 20 November 2015

The PMT will meet every three to six weeks to guide the technical work for the Study, including facilitating staff-level, inter-agency coordination. ~~The AECOM Team will schedule and prepare the handouts (agendas, presentations, summary list of decisions/action items) for these meetings.~~

## Federal Coordination

The AECOM Team will monitor updates to rulemaking on FTA's CIG program that includes New Starts and Small Starts projects. We will work with the RCRRA and its agency partners to assess the potential applicability of such rulemaking to the Riverview Corridor PPD Study and identify any potential modifications to the Study.

Additionally, it will be important early on in the Project, and regularly thereafter, to interface with officials from FTA Region 5 to brief them on project progress, obtain their feedback on elements such as the project Purpose & Need and ridership modeling approach, and inquire about any issues such as undefined areas of guidance. The AECOM Team also anticipates some level of coordination with other federal agencies such as the Federal Highway Administration and Federal Railroad Administration, depending on the alternatives defined in the Study.

## Deliverables:

- Preparation for and participation in weekly Study Team meetings
- Preparation for and participation in PMT meetings (generally every three to six weeks)
- PMT meeting materials including agendas, handouts, and notes.
- Presentation to the TAC and PAC on current FTA/MAP-21 guidance – Policy guidance on specific requirements for Entry into Engineering.

## 2.2: Project Management Plan

The AECOM Team will develop a Project Management Plan (PMP) that could be used as the foundation of an FTA New Starts/Small Starts PMP. The PMP will define the following elements:

- Project organization: Identify project goals, roles and responsibilities of key participants
- Work scope and schedule: Establish the approach, policies and procedures for undertaking the study
- Project management, control and monitoring: Develop procedures for quality control and assurance
- Communications program
- Quality management plan/procedures
- Other issues related to project implementation

The PMP for the Riverview Corridor PPD Study will be reviewed and approved by the RCRRA. The AECOM Team will incorporate RCRRA's comments on the PMP.

## Project Schedule

The AECOM Team and RCRRA will coordinate a monthly look-ahead schedule early in the Project. The schedule will define major project milestones/deliverables; proposed dates of the Technical Advisory Committee (TAC) and Policy Advisory Committee (PAC) meetings, and public involvement/outreach efforts. Exhibit A-3 presents the Project schedule.

## Invoice

Each month, an invoice and progress report will be submitted to the RCRRA's Project Manager with the following information:

- Invoice: Percentage of completion by task and percentage of task budget used.
- Progress Report: Number of hours spent by task during the previous month; the cumulative hours to-date; a comparison to the budgeted hours; the percent complete; and a description of tasks or deliverables completed during that month; a statement of resolution or action for resolution of identified problems that may have been encountered during the previous month.

# Exhibit A-1

Riverview Corridor Pre-Project Development Study

Rev. 2.0 - 20161121

Original: 17 June 2014; Revised 20 November 2015

## Deliverables:

- Project Report: Project Management Plan. Two drafts and one final.
- Monthly progress reports and Issues/action logs

## Task 2.3: Quality Management Plan

AECOM has a rigorous corporate Quality Management program that is ISO:9001:2010 certified and addresses the policies and procedures that provide a uniform and professional standard of quality to meet our client's needs. Our Quality Management System (QMS) includes a series of implementing procedures subdivided into key process sections that address the project from planning through construction. The sections of the QMS include:

- Administrative: Document control and requirements for documenting verbal direction
- Contract Control: Communication of contract requirements and subconsultant quality
- Project Management: project planning and management of changes
- Engineering and Design Control: producing and reviewing design documents
- Construction Support Services: field engineering, inspection and requests for information (RFIs)
- Quality Assurance: auditing compliance with QMS procedure

The QMS procedures apply to all project phases, including planning, community outreach, issue resolution, preliminary engineering, final design, cost estimating, development of design-bid-build documents, and construction. QMS for the Riverview corridor will not include final design and construction services, however, the key engineering design elements will be applied to the concept corridor development. AECOM will document QA/QC procedures in a project-specific quality manual that applies to our entire team and addresses all aspects of work.

With the AECOM QMS as its basis, the Project Quality Management Plan will address project-specific requirements. The following are brief descriptions of the key features of the manual.

**Issue Resolution Procedures** are clearly outlined and include the process for defining issues; determining interested parties; and outlining roles, responsibilities, and procedures to resolve issues and document outcomes.

**Technical Memorandum and Report Document Quality Assurance** is achieved through a multi-disciplinary/interdisciplinary review procedure. All documents are reviewed by interfacing disciplines. The review procedure then includes a coordinator, often the project manager, to ensure full integration of the comments provided by the disciplines.

**Project Distribution Lists and Protocols** will ensure the appropriate distribution of memos, reports, schedules, and other documentation.

**Project Implementation Plan (PIP)** will describe how the scope of services will be accomplished. It includes the project schedule, a budget breakdown by discipline and/or task, definition of management oversight responsibilities, and a procedure for scope changes.

**Design Task Protocols (DTP)** and review checklists are used to ensure compliance with design criteria and regulatory agency requirements. The DTPs describe the requirements to complete a task. The review checklists are used during quality control checks to ensure compliance with the DTPs.

**Engineering and Design Control Procedures** are included to address the preparation and review of calculations, drawings, specifications and reports. They specify checking procedures for all calculations, computations, dimensions and scales.

The manual also outlines procedures for configuration management, design changes, and quality assurance surveillance.



# Exhibit A-1

Riverview Corridor Pre-Project Development Study  
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Original: 17 June 2014; Revised 20 November 2015

## Deliverables:

- Project Report: Quality Management Plan. One draft and one final document that includes quality assurance/control, 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.

## Task 3: Stakeholder and Public Engagement

See Attachment C for a detailed list of the number of meetings.

### Task 3.1: Coordination with Strategic Communications Consultant

The AECOM Team will coordinate with the Strategic Communications Consultant, whose scope of work is provided as Appendix B. Additionally, the AECOM Team's budget includes an allowance not to exceed the printing costs incurred through 11 September 2015. This allowance is to print collateral materials to the Strategic Communications Consultant. These collateral materials are those that the AECOM Team would develop as part of the Riverview Corridor Pre-Project Development Study. They are not specific to the Strategic Communications Consultant's scope of work per Appendix B.

### Documentation of Comments and Responses

Throughout the Riverview Corridor PPD Study, we will maintain a log of public comments received and responses provided by Project milestone (e.g. Purpose and Need). This will provide an ongoing record of both the public engagement process and the efforts made to respond to public input on the evaluation of alternatives, the selection of the locally preferred alternative and other aspects of the PPD process.

### Task 3.2: Participation and Communications Plan

A Participation and Communication Plan (PCP) will be developed that will guide public involvement throughout the Project. The PCP will:

- Document the purpose and objective of the public dialogue
- Identify affected stakeholders including residents, businesses, employers, neighborhood and business organizations, advocacy groups, and many others.
- Identify specific techniques that will be used to engage the public including frequencies, formats/venues, schedule, etc.
- Identify notification and education approaches
- Establish a process and tracking comments received and responses to those comments
- Identify approaches for working with non-English speaking populations and other groups not traditionally involved in transportation planning projects.
- Identify materials that will be produced for the Project including frequency and schedule

### Task 3.3: Public Engagement Advisory Panel

Recognizing that outreach and engagement work is ongoing in the corridor, we will form and facilitate a Public Engagement Advisory Panel (PEAP), in collaboration with RCRRRA and the Strategic Communication Consultant. The PEAP may consist of communication representatives from the corridor cities, neighborhood organizations, business associations, as well as from MSP Airport/Metropolitan Airports Commission and Mall of America. The PEAP would generally meet quarterly during the Study.

# Exhibit A-1

Riverview Corridor Pre-Project Development Study  
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## Task 3.4: Community and Stakeholder Meetings

### *Technical Working Groups*

Technical Working Groups would be comprised of various agency staff members whose focus is to vet methodologies, assumptions and results before they are reviewed by the Technical Advisory Committee (TAC). The membership of each Technical Working Group is smaller since it is focused on details of particular disciplines such as service planning; operations and maintenance costs; ridership; land use and economic development; and implementation.

### *Coordination with Metro Transit Service Development and Rail Operations*

The purpose of this specific technical working group is to review and coordinate the interface between the Riverview Study and relevant Metro Transit projects including the renovation of the Mall of America Transit Station; review and development of conceptual service plans, rail operations plans, and potential operations and maintenance facilities.

As of 17 October 2016, the AECOM Team has prepared for and conducted six work sessions. These work sessions were not included in the first contract amendment executed 4 January 2016. This revised work plan includes these additional work sessions plus an allowance for four (4) more through 30 September 2017 – for a total of ten (10) work sessions.

### *Advisory Committee Meetings*

The AECOM Team will support TAC and PAC meetings as follows:

- TAC – Preparation of announcements, agendas, information packets, electronic presentations and meeting summaries.
- PAC – Preparation of agendas, electronic presentations, and meeting summaries. (RCRRA will send out the PAC agenda packet.)

### *Open House Meetings*

Four rounds of public open house meetings will be held in three locations (twelve meetings). The AECOM Team will complete all preparation for these meetings including meeting announcements, agendas, information packets, take-home materials, presentation exhibits, electronic presentations (for example, PowerPoint), wayfinding signs and public meeting summaries. We will identify and reserve venues, develop and distribute meeting announcements, prepare news releases for RCRRA distribution, prepare materials for the project website, arrange for meeting refreshments and room set-ups and provide any other meeting logistics and services for a successful public meeting. We will attend these meetings and, if desired by RCRRA, assist in presentations.

### *Community and Stakeholder Meetings*

In addition to the above public meeting open houses, we will participate in community and stakeholder meetings as directed by RCRRA:

- Up to twenty-two (22) budgeted and conducted as of 11 September 2015
- Up to five (5) meetings in downtown Saint Paul, W. 7<sup>th</sup> Street, and Highland Park (as approved by the PAC 14 May 2015)

It is anticipated that these meetings would include, but not be limited to, meetings with district councils, business organizations, and other groups in the Riverview Corridor. We will coordinate with RCRRA, the PEAP, and Strategic Communications Consultant on this effort. As much as possible, the AECOM Team would take advantage of other engagement outlets – e.g. for the Rush Line Corridor; Saint Paul Chamber of Commerce – to present information on the Riverview Corridor Study.

The AECOM Team will prepare meeting materials and attend meetings as directed by RCRRA. We will also assist RCRRA in preparing for other community meetings as directed by RCRRA. It is anticipated that RCRRA staff would organize these meetings and determine which meetings the consultant team would attend.

# Exhibit A-1

Riverview Corridor Pre-Project Development Study  
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## Foreign Language Interpretation/Translation

- Allowance for interpretation services for open house meetings that is consistent with the budget, and as directed by RCRRA. (See Attachment D.) This allowance is intended for translating open house announcements and handouts.

## Task 3.5: Community Milestone Notification/Project Communications

The first step in effective public engagement is making sure that people know that they can participate and how to do so. This can be very challenging because of the number of people to reach and the geographic area to cover. We will utilize all strategies identified in the PCP, to be prepared at the start of the project. At a minimum, we would expect to use the following strategies:

- E-mail blasts
- Press releases
- Website announcements
- Social media posts
- Postcard mailings
- Video clips

We will coordinate with the Strategic Communications Consultant and the PEAP regarding how to notify the Project's appropriate networks efficiently regarding key milestones and upcoming events.

## Task 3.6 Visualization and Video

### Visualization

The AECOM Team will develop up to four (4) photo simulations of areas to be determined with RCRRA. These visualizations will support the selection of the Locally Preferred Alternative (LPA).

### Educational Video

This scope of work includes an allowance for short educational video(s). The purpose of such videos is to provide information at key study milestones, and are intended to be a series of very short "clips" (2 to 3 minutes per clip). These could be posted on YouTube and could be edited together, particularly at the completion of the project, to create a longer video documenting the process. This approach would also provide the opportunity to build in video clips of meetings, testimonials, and other personal interest elements.

To assist us with making the video clips, we will be working in partnership with Saint Paul Neighborhood Network (SPNN). SPNN is non-profit community media center serving Saint Paul and the Twin Cities metro area. Their mission is to empower people to use media and communications to better lives, use authentic voice and build common understanding. They operate five channels on the Comcast cable system, which reaches 52,000 cable households in Saint Paul. With SPNN's experience of working with Saint Paul organizations and neighborhoods, they will be able to provide local creativity for our video clips and provide insight into engaging storylines for our project milestones.

## Task 3.7: Non-Traditional Engagement

Our team understands the importance of including strategies to reach constituents along the corridor who traditionally are not involved in transportation decision making. We have demonstrated successful experience on other projects in engaging communities that are diverse in culture, language and ethnicities. We will identify neighborhood, non-profit and service organizations that are already working with these diverse communities and will collaborate with them on efforts to involve their constituents.

We will also contact schools in the project area to identify opportunities for engaging students and their parents. We will translate public outreach materials into up to three languages (most likely Spanish, Hmong and Somali) and we will have interpreters in these languages available for all public open houses meetings and any other meetings held in diverse communities.

# Exhibit A-1

Riverview Corridor Pre-Project Development Study

Rev 2.0 – 20161121

Original: 17 June 2014; Revised 20 November 2015

1 Whatever tools we use, our public involvement strategies will focus on capturing constituents' feedback and concerns. We will  
2 ~~make a purposeful effort to document all concerns and responses to those concerns. We will use a database to track comments,~~  
3 how they were addressed and, if provided, the contact information of the constituent who provided the comment so that we can  
4 provide a response to their comment. The database will also assist in compiling this information and providing a summary for the  
5 Public Involvement Report.

6 In addition, it is important to include and draw from existing local knowledge. We propose the following activities to assist in  
7 guiding our public engagement work and ensure that our activities are appropriate for the communities along the corridor:

## 8 *Pop-Up Meetings*

9 We would take project information out to popular community locations (for example, grocery stores, libraries, community centers,  
10 social service centers, coffee shops, downtown skyways, the Mall of America) and major employers to hold informal public  
11 conversations about the project. We would use a combination of a traveling display, one-on-one or small group conversations, and  
12 an on-line survey (also provided in paper copy) to gather and document public comments. We would also work with Metro Transit  
13 to hold similar meetings at transit stations or engage bus riders at major bus stops or on the bus. If acceptable to the public  
14 agencies, we would provide small incentives to people to encourage them to engage in these conversations and participate in the  
15 surveys. The scope and budget include the conduct of the following:

- 16 • Up to twenty (20) pop-up meetings as originally scoped
- 17 • Up to ten (10) additional pop-up meetings at activity/transit centers along the W. 7<sup>th</sup> Street corridor (within the City of Saint  
18 Paul); this additional number accounts for the study's revised end date to 31 December 2016
- 19 • Up to seven (7) pop-up meetings at community events along the W. 7<sup>th</sup> Street corridor (within the City of Saint Paul); this  
20 additional number accounts for the study's revised end date to 31 December 2016

## 21 *Virtual Meetings*

22 We would use Mindmixer (a web-based tool) that would allow us to offer a "virtual" public open house meeting to constituents who  
23 are unable, or do not want, to attend a public meeting. With MindMixer, constituents are able to have an interactive experience; for  
24 example, they are able to post comments on an electronic map and provide feedback to posted questions. In addition, such web-  
25 based tools allow for easy tracking of feedback or issues for the constituent and study team, as well as a method for the study  
26 team to respond back to the constituent on the status of their feedback. Another advantage of using MindMixer is the ability for a  
27 constituent to promote their comments/issues through social networking and thus propagate the project information: when a  
28 constituent comments on the project, they have the option of posting their comment on their Facebook page along with a note that  
29 encourages others in their network to review the project information and also comment. This is an excellent option for those  
30 individuals who prefer accessing information via the internet. It is also possible to set up web-based tools for automatic translation  
31 into other languages if desired.

## 32 *Deliverables:*

- 33 • Project Report: Participation and Communications Plan
- 34 • Public and Stakeholder comment log
- 35 • Stakeholder distribution lists
- 36 • Meeting preparation and participation, including agendas, information packets, presentation exhibits, electronic  
37 presentations, and notes
- 38 • Support materials for open house and community meetings including presentations and display materials, handouts, and  
39 wayfinding signs
- 40 • Consultant Public Involvement Lead and/or Project Manager attendance at open house and select community meetings
- 41 • Educational video and visualizations
- 42 • Foreign language translation and interpretation services
- 43 • Study Community Milestone Notification Plan and distribution of notification to the public of key milestones of the study



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## Task 4: Market Analysis

### Task 4.1: Transit Travel Demand Market Analysis

As part of our Team's work on the Rush Line Corridor Pre-Project Development Study, we are already mobilized to collect the information and define a methodology to perform this work. We recognize the potential to refine the approach to suit the Riverview Corridor, which is not a traditional commuter corridor like Rush Line. Specifically, we foresee refinements to capture trips associated with the MSP Airport and Mall of America.

A transit travel demand market analysis will be undertaken to help the PAC identify the Riverview Corridor's markets. The market analysis will be done for the entire corridor and will help develop the Problem Statement and the Goals and Objectives in Task 5.

The following metrics will be examined as part of the market analysis:

- Trip length
- Trip type
- Time of day
- Origin and destination of trips. For example, the following figure shows observed work and non-work transit trips to MSP from the current TBI On Board survey.
- Other modes available
- Low income households and trips
- Zero car households and trips
- Existing transit service, including the local, limited, and express bus routes in the corridor, at St. Paul Union Depot, the airport, and the Mall of America
- Proposed transit service.

### Task 4.2: Development/Employment Market Analysis

The AECOM team will conduct a development/employment market study that provides the PAC with an assessment of TOD potential at the corridor and station area levels through analysis of short- and long-term demand (e.g. 2015 and 2030). This analysis will support screening of the initial alternatives (identified in Task 6) by exploring and explaining the corridor market realities and dynamics. The AECOM team proposes completing this task through a Roundtable with Real Estate Professionals and a Development/Employment Implementation Plan, which will provide a framework and specific recommendations for moving forward.

#### *Roundtable with Real Estate Professionals*

The AECOM team will build on its extensive knowledge of the corridor and its market dynamics by scheduling, coordinating, and facilitating a Roundtable with Real Estate Professionals. This roundtable will assess the impact and potential benefit of improved transit service in the corridor. The workshops will allow us to probe potential development opportunities along the corridor, the willingness of the development community to invest in the corridor, and their potential willingness to financially contribute to the building and operation of the potential transit investment strategies under consideration for the Riverview Corridor.

This scope of work has been revised to allow the conduct of three (3) roundtable sessions. These sessions were held in February 2015.

#### *TOD Implementation Plan*

The TOD Implementation Plan for the Riverview Corridor would include community context. It is essential that the TOD Implementation Plan address the transit/development nexus at every step of the process, starting with the PPD, so that the preferred transit investment strategy and the study area's planning, zoning, and development efforts are fully meshed.

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We will prepare a TOD Implementation Plan for the corridor that would incorporate community context such as employment-oriented development, mixed-use development, and affordable housing. It will identify redevelopment barriers, opportunities, and implementation strategies for coordinating redevelopment and affordable housing with a future transit investment.

But the plan will be far more than the sum of its parts. From our team's local and national experience in transit and community planning, we understand that a high-capacity transit investment strategy within the Riverview Corridor has neighborhood-building in its DNA. And with this approach come three other strategic gains: higher levels of ridership; a solid platform for public-private partnerships; and an enhanced competitive position for federal funding.

To that end, the TOD Implementation Plan will set forth specific recommendations regarding the amount, type, mix, and intensity of uses appropriate for station areas within the Riverview Corridor. The plan will rely to the greatest extent possible on the extensive work that the City has already done, and will be built on three strategic foundations.

1. **TOD Planning Principles.** Every TOD opportunity is unique, but most successful initiatives share four defining characteristics: relative compactness and density, compared to the surrounding areas; a rich mix of uses, including affordable housing; a safe, attractive and highly inter-connected pedestrian environment; and a reduce on and visual de-emphasis of parking.

We will apply these principles to each major segment of the Corridor. We will examine relevant aspects of City zoning to confirm their consistency with these principles and make any appropriate recommendations for change.

2. **Affordable housing.** Affordable housing is now recognized as an essential component of high-quality TOD. Thanks to the work of the Center for TOD and the Urban Land Institute, the costs of housing and commuting in combination are understood as a defining force in metropolitan economics, at the macro level of regional competitiveness and the micro level of household viability. HUD's Regional Sustainability Program is translating this principle into national policy through initiatives like the Metropolitan Council's Corridors of Opportunities (CoO). Although the Riverview Corridor is not among CoO's seven corridors, it can benefit from the strategies developed through that initiative—provided that affordable housing is part of the Riverview plan from day one.

3. **Value capture.** Transit projects create enhanced real estate value in their station areas. While joint development captures a share of the value generated on transit property or other public lands, there are district-based models that can be used to capture value from the station area as a whole. These generally fall into two categories—those based on some form of tax increment financing, and those based on some form of special assessment. These models can help fund the transit project itself or other public improvements necessary to attract TOD.

The choice may also arise as to whether any new project-specific TIF districts should be created along the alignment to help implement high-density affordable housing or catalyst mixed-use projects (including their transit segments). The TOD Implementation Plan would help the City evaluate how best to use the tax increment resource in the Riverview Corridor.

## Deliverables:

- Project Technical Memorandum: Transit Travel Demand Market Analysis
- Project Technical Memorandum: Development/Employment Market Analysis
- Economic and fiscal impact analysis of alignments/modes
- Schedule, coordinate, and facilitate the Real Estate Roundtable

## Task 5: Problem Statement, Goals and Objectives

The AECOM Team will review and compare the Purpose and Need and Goals and Objectives from the 2000 MIS study with a survey of existing conditions, the market analyses and information from early stakeholder engagement activities to develop the Project's Problem Statement, Goals and Objectives. A draft of this information will be presented to the PMT and TAC for review and input; following incorporation of this feedback. The revised Problem Statement, Goals and Objectives will be presented to the PAC for its input and approval.

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Understanding the goals of the project and establishing quantifiable performance measures that address those goals are critical to the project outcome. Establishing the Project's Problem Statement and related performance measures are an early opportunity for the PMT, TAC and PAC to establish consensus. The Project's proposed Problem Statement Goals and Objectives will be presented to the public for comment at the first open house. Gathering the public's input on these aspects would meet the FTA's expectation for considering public input on this critical component of the PPD Study and future NEPA document, and would communicate why the study is being conducted and what the public can expect as outcomes of the Study.

Developing the evaluation criteria and methodology will present a particular challenge in this study. The evaluation methods are to consider that the LPA would fulfill the Project's Purpose and Need; could be supported locally; and would compete with other major transit investments the Twin Cities and the country. Given the evolution of FTA's policy guidance on its CIG program (New Starts/Small Starts), the AECOM Team's approach acknowledges the need for some flexibility on the evaluation methodology to allow the Study to incorporate relevant information.

### Deliverables:

- Workshop materials to facilitate collaboration between the RCRRA, PMT, PAC, TAC, and stakeholders
- Synthesis of stakeholder input focused on the Problem Statement and Goals development
- Project Technical Memorandum: Documentation of Problem Statement and Goals

## Task 6: Development and Screening of Initial Alternatives

The AECOM Team will develop and conduct a high-level evaluation of the initial alternatives ("Universe of Alternatives") that identifies a manageable set of the most promising alternatives that should undergo more detailed development, evaluation, and consideration in subsequent phases of the Riverview Corridor PPD. The evaluation criteria will include a mixture of quantitative and qualitative measures, and will flow from the project Purpose and Need Statement, goals and objectives, and market analyses established in Task 5; the evaluation criteria will be designed to evaluate future performance against FTA CIG (New Starts/Small Starts) rating criteria. Evaluation criteria will be reviewed by and approved by the TAC and PAC prior to being used for the analysis. This scope of work assumes a two-step evaluation process wherein Task 6 is the first step that entails an initial screening. This phased approach would facilitate building consensus on the alternatives that should advance for more detailed development and analysis in Task 7.

Working with the PMT, relevant Technical Working Group(s), PAC, TAC and stakeholders, the AECOM Team will identify combinations of modes, alignments, facilities, and service plans that have the potential to most effectively satisfy the stated goals and objectives. Modes open to consideration include:

- No-Build (assume only programmed roadway and transit service expansion)
- Bus Rapid Transit (BRT)
- Streetcar
- Light Rail Transit (LRT)
- Commuter Rail
- Express Bus

Both the No-Build and Build alternatives will assume the improvements to regional highway infrastructure, transit service and infrastructure, consistent with the region's 2040 Transportation Policy Plan. The team will collaborate with the Metropolitan Council in developing accurate characteristics for these alternatives.

The team will rely on the criteria developed for Tasks 6 and 7 to narrow the universe of alternatives in advance of more detailed definition and evaluation in subsequent phases of the study. This process will be undertaken in coordination with relevant regional agencies, including MnDOT, the Metropolitan Council, and regional transit providers as means of achieving consensus on the viability of the initial alternatives.

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The Build alternatives will be combined with a No-Build alternative and carried forward for development and evaluation through this Riverview Corridor PPD study. Considerations when defining the No-Build alternative include a review of the Metropolitan Council's Transportation Policy Plan, FTA CIG project justification criteria that apply to New Starts and Small Starts projects, and NEPA regulations.

## Task 6.1: Transit Alignments and Guideway

The AECOM Team will review major areas within the Riverview corridor for physical constraints, including right-of-way and terrain relative to the rail alternatives, relative to the major trip generators to be served, alignment length, and overall travel time. Specifically, the team is aware of the following key traffic generators:

- Union Depot
- Downtown St. Paul
- West 7th Street
- Schmidt Brewery
- Victoria Park
- Ford Plant
- Davern Street
- Minneapolis-St. Paul International Airport
- Mall of America
- Bloomington South Loop

## Task 6.2: Transit Modes/Propulsion

The AECOM Team will use the 2000 MIS and additional studies to confirm mode options that clearly do not meet the Study's goals and objectives. These modes include subway, elevated rail, maglev, personal rapid transit, automated guideway transit. The AECOM Team anticipates that the product of this analysis is a one-page table.

### Deliverables:

- Project Technical Memorandum: Development and Screening of Initial Alternatives. This document will present rationale for the alternatives recommended for detailed definition and evaluation in Task 7, and those that are not.
- Integrate and evaluate bicycle and pedestrian connections and access during the alternatives screening process based on known existing and planned facilities.

## Task 7: Technical Evaluation of Detailed Alternatives

This task has a two-step approach:

- Technical Screening – Evaluate conceptual alternatives/ results of Task 6. These alternatives and evaluation criteria are still relatively high-level. The Technical Screening results will identify the transit mode and alignments that define the Most Promising Alternatives for Detailed Evaluation.
- Detailed Evaluation of Most Promising Alternatives – Apply full set of detailed criteria such as ridership forecasts, cost estimates, and potential adjacency effects of each alternative, including the No-Build alternative,

This revised work plan reflects development and analysis of up to eight (8) Most Promising Alternatives, including the No-Build and Arterial BRT on W. 7<sup>th</sup> Street.

The following narrative (Tasks 7.1 through 7.7) applies to the Most Promising Alternatives.



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## Task 7.1: Conceptual Operating Plan

As noted in the RFP, the Riverview Corridor is presently served by a mix of local, limited stop and express routes. This particular corridor is unique in that it connects three major employment centers (downtown Saint Paul, the Minneapolis-St. Paul International Airport and Mall of America) and connects to two light rail lines (the Green Line in downtown Saint Paul and the Blue Line at the Airport and Mall of America).

Staff at CTG was involved in operations planning-related tasks for this corridor's Major Investment Study that was completed in 2000, and more recently, the Arterial Transitways Corridors Study that was completed in 2012. Thus, our team has a solid understanding of the transit markets in this corridor. We believe it will be important to define operating plans in a manner that provides a balance between local travel needs within the corridor and longer distance travel needs to the major employment centers that are at each end of the corridor.

A key operations planning-related task is the development of reasonable travel time estimates. Travel times influence ridership results, fleet requirements and O&M cost estimates. Our team will define a methodology for estimating travel times in this corridor and review that methodology with the client prior to the development of operating plans.

Operating plans define proposed service frequencies by time of day. We will work closely with the relevant Technical Working Group that would include Metro Transit and RCRRA staff in defining an operating plan that provides sufficient capacity to meet projected ridership demands, and takes into consideration the need to accommodate large passenger volumes at major transfer locations such as Union Depot in downtown Saint Paul and the Mall of America.

For each alternative, our operating plans will include a supporting background bus service plan, noting transfer locations to the Riverview Corridor premium transit service. Bus and rail operating statistics will be calculated. Passenger line loads will be reviewed from the travel demand model to determine if any service level or train consist adjustments are required to the original defined operating plan. All operating plan assumptions will be documented in an Operating Plans Technical Memorandum.

### Deliverables:

- Project Technical Memorandum: Operating Plans
- Incorporate Operating Plan methodology and characteristics into Detailed Definition of Alternatives Technical Report

## Task 7.2: Ridership Forecast

AECOM is currently working with FTA on "Improving New Starts" and continues to be abreast of latest developments in the program, including the latest guidance:

- Use trips on the project rather than travel time savings in cost effectiveness
- Eliminate baseline alternative
- Use simplified methods and standard factors to estimate benefits
- Allow use of current year data to satisfy requirements, future year projections only at sponsor's option

AECOM is also part of a team tasked to develop the next generation of travel forecasting models for the Metropolitan Council. The use of the new 2010 transit on-board survey, which is part of this project, is particularly important, since FTA requires forecasts based on models calibrated to on-board surveys five years old or less. This requirement is satisfied with the "Southwest LRT version" of the Metropolitan Council model, which AECOM helped validate as part of that project.

For the Riverview Corridor PPD Study, certain further modifications to the Metropolitan Council model may be needed to better forecast transit ridership in the corridor. One is the elimination of the transfer penalty at the Union Depot as has been done for the Gateway Transitway DEIS. Another is the approach to two important travel markets as follows:

- Air passenger trips to and from MSP Airport
- The regional nature of shopping trips to the Mall of America

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1 Fortunately, the Metropolitan Council as part of its recent Travel Behavior Inventory (TBI) has surveyed both air passenger trips at  
2 MSP and shoppers at MOA. The two figures that follow show air passenger trips in the corridor and corridor shopping trips bound  
3 for the Mall of America, respectively.

4 For the air passenger trips trip tables and a simple of mode of arrival model can be developed to help address trips (particularly  
5 visitor trips) that are not normally captured in a regional travel demand model. AECOM has developed such models for transit  
6 projects in Los Angeles, Chicago, and elsewhere.

7 For the shopping trips, the MOA survey will be useful to see if any adjustments are needed to the Home-Based Shopping  
8 (HBSHOP) trip distribution parameters to account for the regional "draw" of the Mall of America.

9 AECOM, having helped implement the model for FTA, believes forecasts generated from STOPS are likely to be conservative.  
10 Metropolitan Council staff have also voiced this opinion. In addition, because of the two special markets identified above (MSP and  
11 MOA), STOPS may not be appropriate to forecast ridership in the Riverview Corridor.

12 The model enhancement and development will be done with Metropolitan Council modeling staff and incorporate their Regional  
13 Transitway Guidelines. We would submit the proposed methodology to FTA travel forecasting staff for review and comment before  
14 forecasting work begins, although we acknowledge that FTA would only conduct a thorough review just prior to entry into Project  
15 Development.

16 Ridership forecasts will be prepared for those alternatives advanced from the screening process into Task 7 for the current year  
17 and horizon year.

18 For each alternative, ridership forecasts will be summarized (but not limited to) the following ways:

- 19 • Project trips (per the FTA definition – including transit dependents)
- 20 • Boardings on Corridor Routes
- 21 • Change in System Boardings and Riders (linked trips)
- 22 • Rides/in-service hour/alternative
- 23 • Change in regional vehicle-miles-traveled
- 24 • Other measures necessary for FTA CIG evaluation (New Starts/Small Starts)

25 Forecasts will be reviewed for consistency with forecasts in the Highway and Arterial Transitway Corridor Studies, Regional  
26 Transitway Guidelines, Saint Paul Streetcar Feasibility Study, and other studies, as needed.

27 AECOM agrees that SUMMIT user-benefit data is useful for QA/QC of the forecasts and network coding, or unidentified disbenefits  
28 due to policy choices.

### 29 *Bases of travel demand forecasts:*

- 30 • 2040 forecasts from the Metropolitan Council as of July 2015
- 31 • 2010 base year.

### 32 *Deliverables:*

- 33 • Project Report: Travel Demand Forecasting Methodology
- 34 • Travel demand forecasting model output, including results for FTA CIG evaluation criteria (New Starts/Small Starts),  
35 assessment of output, and all model input and work files

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## Task 7.3: Capital Cost Estimates

The AECOM Team will work with the project team to arrive at a logical, defensible, and consistent definition of capital costs associated with No-Build and Build alternatives. This approach has successfully been employed in contemporary alternatives analysis studies within the Twin Cities, including Bottineau, Nicollet-Central, Midtown/Lake Street, and Robert Street. This approach allows decision-makers the ability to effectively compare each project's relative merits and increases efficiencies by not "reinventing the wheel" for each Twin Cities transitway planning project. Because there are numerous Twin Cities transitways under study, a deliberate and focused approach is likely appropriate to keep stakeholders and the public engaged throughout the process.

The AECOM Team proposes using the methodology employed in the Nicollet-Central Transit Alternatives Study as a foundation; its LPA was adopted by the Minneapolis City Council adopted in October 2013. This methodology combined local information from the Southwest LRT Project Office, Central Corridor LRT and national projects. Depending on the detailed alternatives identified for the Riverview Corridor PPD, other refinements may need to be made.

The application of FTA project enrichments may provide an opportunity to improve the project's competitiveness for federal funding. The August 2013 New and Small Starts Final Policy Guidance (p. 26) allows for the deduction of qualifying project enrichments from the calculation of the CIG (New Starts/Small Starts) cost-effectiveness. They include sustainable building features, joint development, artwork, landscaping, pedestrian and bicycle and bicycle improvements, and alternative energy bus vehicles. The amount that may be deducted (a portion of or the entire cost) depends on the type of enrichment and is specified in the Final Policy Guidance. The Riverview Corridor PPD cost estimates and initial calculation of CIG (New Starts/Small Starts) cost-effectiveness would likely need to make high-level assumptions in this regard and document those assumptions.

While capital costing is important, the definition of route segments is a function of multiple factors. Ridership and economic development benefits will also shape the discussion and definition of potential Minimum Operating Segments.

Technical documentation will refer to a Basis of Design Report that will describe concept design elements that would not be quantified in the concept plans. This could include utility relocation allowances and other items that may impact project capital costs.

Costs will be presented by standard cost category and should be consistent with FTA CIG (New Starts/Small Starts) program requirements for calculating and presenting cost estimates. Total and annualized capital costs will be generated in current dollars.

### *Deliverables:*

- Project Report: Capital Cost Estimating Methodology
- Capital cost calculations and technical support materials in electronic format

## Task 7.4: Operating and Maintenance Cost Estimates

Accurate estimates of annual O&M costs is critical, for these cost estimates help determine the financial viability of a project and whether or not that project may qualify for funding through FTA's CIG program (New Starts/Small Starts). Methodology must follow FTA-specified guidelines, and reflect a build-up of costs based on service plan characteristics. Members of the AECOM Team have developed O&M cost estimates for numerous transit projects in the Twin Cities region – most recently for the Highway Transitway Corridor Study Nicollet-Central Transit Alternatives and Midtown/Lake Street Corridor projects. We have a working O&M cost model that was originally developed for the Bottineau Corridor project with 2011 data, and then updated with 2012 data and synthesized for use in the Midtown, Nicollet-Central and Robert Street corridor projects. We worked closely with Metro Transit staff in determining appropriate O&M unit costs for potential BRT project cost items that are not currently incurred by Metro Transit.

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We will begin by reviewing with Metro Transit staff O&M cost methodology used in the Midtown, Nicollet-Central and Robert Street corridor projects to determine appropriate updates to this methodology. Specifically, we will jointly determine if more current information is available (e.g. FY 2014 expense and service statistics data) and if different driving variables should be assigned to specific line item costs. Updated bus and rail cost models will be prepared, following FTA-specified guidelines.

O&M cost estimates will then be prepared for each project alternative, with costs broken down by type of service. Costs estimates will be documented in an O&M Cost Methodology and Results report.

Operating cost drivers will include frequency (including frequency by period), travel time (function of speed and distance), cycle time (travel plus layover), cost/in-service hour, cost/ride by alternative and service span. All assumptions made will be defined.

Operating and maintenance costs will be generated in dollars for targeted year-of-opening.

## *Deliverables:*

- Project Report: Operating and Maintenance Cost Estimating Methodology

## **Task 7.5: Transportation System Issues**

Riverview Corridor project alternatives are going to have varying impacts on existing and proposed transportation systems. Those impacts will be measured through the PPD Study process. Examples of impacts to be measured include:

- Transit Operations
- Traffic Operations
- Freight and/or Intercity Passenger Rail Impacts
- Bicycle and Pedestrian Impacts

### *Transit Operations*

The evaluation of an alternative's impacts on transit operations could include changes in the Riverview Corridor's ridership, transit travel times, service levels, and a high-level assessment of transit productivity relative to the No-Build alternative. This assessment will also consider the operational capacities of the Blue Line and/or Green Line LRT infrastructure relative to rail transit alternative(s) that would share track and signal systems.

### *Traffic Operations*

The traffic operations evaluation is proposed to include a high-level evaluation of the alternative impacts of alignments and modes on the Riverview Corridor. West Seventh Street is primarily a city street providing connectivity to business and residences in the area. Shepard Road is a 4 lane divided arterial with more limited access in the corridor. The Mississippi River Crossing of TH 5 is a limited access section of highway and is being evaluated for the potential realignment of the TH 5/Shepard Road interchange area. This is a key area that provides connections to I-35E, TH 5, and eventually I-494 in the corridor.

The traffic evaluation would include evaluating the capacity impacts to streets and intersections in the corridor based on mode and potential alignment location. Street-running modes, such as BRT or streetcar would also consider impacts to intersections from transit priority operation.

An enhanced bus or modern streetcar alternative could provide an opportunity to implement Transit Signal Priority (TSP) to improve traffic signal progression for transit vehicles. TSP provides transit an advantage by providing an early or extended green to the mainline transit corridor to help keep transit vehicles moving on schedule. TSP in addition to signal coordination in a corridor helps make transit vehicles move more efficiently in the corridor. The traffic signals are programmed to provide a range of early and/or extended green. TSP applications for enhanced bus or modern streetcar would most likely be implemented by using an emitter technology (Metro Transit is currently using a similar system on Central Avenue). TSP is a different mode of operation than full preemption, where transit receives the "green" while other phases are truncated.



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1 The traffic analysis will include an evaluation of the following elements:

- 2 • Measures of Effectiveness (MOEs) developed for segments and intersections based on existing data. Design year
- 3 projections can be used for AADT data.
- 4 • Evaluation of the impacts of existing geometry on traffic operations and safety with a transit mode. Key areas on West 7th
- 5 Street include skewed intersections and other complex geometry.
- 6 • Impacts on street parking.

## 7 *Freight and/or Intercity Passenger Rail Impacts*

8 Similar to the analysis of potential rail transit operations, this preliminary assessment would examine various factors such as the

9 capacity of existing and future freight track and signal systems and freight traffic to accommodate a rail transit alternative.

## 10 *Bicycle and Pedestrian Impacts*

11 This assessment will evaluate bicycle and pedestrian connections and access to each of the alternative alignments and potential

12 station locations based on existing facilities, planned facilities and new facility considerations.

## 13 *Deliverables:*

- 14 • Project Technical Memorandum: Assessment of Transportation Issues
- 15 • Evaluate bicycle and pedestrian connections and access to each of the alternative alignments and potential station
- 16 locations based on existing facilities, planned facilities and new facility considerations.
- 17 • Resource agency meeting preparation and attendance

## 18 **Task 7.6: Community Issues**

19 This assessment will include an evaluation of both positive and negative impacts to local communities of each alternative that

20 considers existing and future land use and zoning and short-term and long-term economic development.

21 Because transportation is an integral component of land use planning, many communities located along transportation corridors,

22 have incorporated future transit services into their comprehensive plans. To this end, our approach involves reviewing current

23 planning documents; conducting field analyses of existing land use; and utilizing GIS to compile information in a useful, telling

24 format. In addition, our investigation will also pay special attention to affordable housing and development capacity projections for

25 transit-oriented development based on existing zoning.

26 Using GIS data, we will survey population density and employment within a half-mile of each station, as specified in FTA's CIG

27 (New Starts/Small Starts) Land Use Criterion. In addition, we will examine these other aspects of existing land use specified in the

28 FTA Guidance:

- 29 • The qualitative character of land use and development in each station area, and the quality of existing station area
- 30 pedestrian facilities
- 31 • The supply and cost of parking in the Saint Paul central business district
- 32 • The proportion of existing "legally binding affordability restricted" housing within one-mile of station areas to the proportion
- 33 of "legally binding affordability restricted" housing in the counties through which the project travels

34 All of these measures are intended to gauge the extent to which existing land use and development patterns are transit-supportive.

35 The AECOM Team will also evaluate growth from the perspective of both land use and job creation in order to consider FTA

36 guidance under MAP-21 with respect to affordable housing near transit station areas. Our approach will look at the number of

37 existing affordable housing units to make a comparison with land use and zoning in each community, and assess whether current

38 land use policies and zoning are supportive in terms of higher densities. Doing so will enable a better understanding of the

39 capacity to improve the affordable housing component along the line, and include this information as part of the evaluation and

40 screening process.

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## Deliverables:

- Project Technical Memorandum: Assessment of Community Issues

### Task 7.7: Social, Environmental and Economic Issues

The AECOM Team's approach to the Detailed Evaluation of Alternatives is to layout the CIG (New Starts/Small Starts) path for the Riverview Corridor LPA. This includes anticipating the requirements for entry into Project Development by defining an LPA that would perform against FTA's project justification criteria. Along with Task 7.6, land use and economic development are two of the six CIG (New Starts/Small Starts) project justification criteria and together, represent the nexus between a transit improvement and transit-supportive development.

#### TOD vs. Employment-Oriented Transit

The development patterns and employment along the Riverview Corridor is a mixture of commuter trips and industrial employment. The Mississippi River is also an active transportation corridor serving barge traffic. In this regard, defining and assessing economic development or TOD effects that are associated with each alternative must be reexamined. Transit investment in the corridor should also consider capturing potentially latent transit demand from industrial jobs. As part of this effort, the quality of pedestrian connections between transit station and the front door of where riders work require thoughtful consideration.

#### Economic Development

The CIG (New Starts/Small Starts) economic development criterion is meant to evaluate the degree to which future transit-supportive development is likely to occur, based in the first instance on a review of relevant plans and policies. The revised economic development criterion looks at six different types of plans and policies: growth management; transit-supportive corridor plans, including local comprehensive plans and zoning; tools to implement land use policies; performance of land use policies; the potential impact of the project on regional land use; and, for the first time, plans and policies to maintain or increase affordable housing in the corridor.

In anticipation of the Riverview Corridor LPA requesting entry into the CIG (New Starts/Small Starts) PD process, we will review and evaluate official plans and policies that affect land use, economic development, and affordable housing in the corridor. We will also schedule a series of meetings with the appropriate local public and private stakeholders to discuss how land use and development policies will affect, and can be adjusted to better coordinate with, transit-supportive development.

The intent in reviewing plans is not merely to report them, but to understand existing economic conditions, the potential for station area development, and how these can combine to produce economic development effects per FTA's CIG (New Starts/Small Starts) guidance. This involves the following questions that will be addressed in Task 7.7, and then translated into the Detailed Definition of Alternatives in Task 8:

- Station locations vs. varying land uses/development patterns between downtown Saint Paul, along West Seventh Street, across the Mississippi River, to the MSP Airport and Mall of America in Bloomington
- Potential park-and-ride facilities vs. future development/redevelopment sites
- Pedestrian and bicycle connectivity. Development with poor connectivity to nearby stations may be transit-adjacent but is unlikely to be transit-supportive

#### Historic Properties

The AECOM Team will assess each alternative's potential effects on historic properties. Further, we will review each conceptual alternative to further refine the potential impact each alternative may have on historic properties along the corridor, and suggest ways to possibly minimize impacts to historic properties. This analysis will build upon previous work in the corridor and inform the evaluation of alternatives consistent with Section 106, NEPA and/or Section 4(f) regulations.

In addition to land use and economic development considerations, the AECOM Team will utilize existing information (to the extent possible), including Metro GIS, to provide a screening level assessment of environmental issues. Issues that will be covered in this analysis include:

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### • Social

- Land use and socio economics
- Neighborhoods, community services, and community cohesion
- Acquisitions and displacements/relocations
- Visual quality and aesthetics
- Safety and security
- Environmental Justice

### • Environmental

- Geology, groundwater resources
- Water resources
- Biota and habitat
- Threatened and endangered species
- Air quality
- Noise analysis
- Vibration
- Hazardous/regulated materials
- Electromagnetic interference and utilities
- Energy
- Section 4(F) evaluation

### • Economic

- Economic conditions
- Station area development
- Development effects

### Deliverables:

- Project Technical Memorandum: Assessment of Social, Environmental, and Economic Issues

## Task 8: Detailed Definition of Alternatives Report

Following the development and screening of initial alternatives in Task 6, the AECOM Team will undertake a more detailed level of alternative definition and evaluation for up to eight (8) Most Promising Alternatives, including the No-Build. Our Team understands that the number and layout of transit stations and other ancillary transit support elements will be critical to the detailed definition of the Build alternatives.

The Riverview PPD will develop the detailed alternatives to a level of effort that is sufficient for any one Build alternative to seek entry into CIG (New Starts/Small Starts) Project Development process. Based on the AECOM Team's experience, this means defining the scope of the project in terms of alignment, stations, service frequency; cost estimates with 30 percent contingencies; generalized schedule, primarily focused on completing the NEPA process within two years; some understanding of issues that may need to be resolved with detailed design/engineering; and identification of implementation partners. The focus of this task is defining the alternatives that are responsive to project need, competitive for federal funding, and financially, socially, environmentally, and/or politically feasible for implementation within the Twin Cities area.

In addition to the Build alternatives that will be further refined, the definition of the No-Build Alternative will be further refined to maintain consistency with other Twin Cities transitways currently in planning. The AECOM Team suggests working with stakeholders including the Metropolitan Council and/or FTA to set expectations in this regard and consistency with other transitway projects.

# Exhibit A-1

Riverview Corridor Pre-Project Development Study  
Rev 2.0 – 20161121

Original: 17 June 2014; Revised 20 November 2015

## Data Collection

- Obtain, review and verify existing mapping and aerial photography
- Develop preliminary and generalized cross-sections for each Build alternative under consideration to facilitate comparison between right-of-way (ROW) requirements of each Build alternative and existing ROW
- Identify areas where transit travel time advantages could be realized to improve overall system performance
- Review of relevant plans and capital improvement programs that may inform development of alignment options, e.g. MnDOT and County CIPs.

As part of this task, the AECOM Team assumes the formation of ad hoc Technical Working Group(s) to address the following items:

- Goal-setting: Establishing the level of detail to be undertaken as part of this task as a means to facilitate discussions and set ground rules for work sessions
- Defining and obtaining concurrence on No-Build alternative
- Vetting initial high-level assessment of constraints and opportunities
- Developing alignment concepts, particularly at pinch points identified from a planning perspective
- Developing initial conceptual operating plans and station locations
- Developing appropriate pairing between transit mode and alignment for initial screening and detailed definition and evaluation.

## Deliverables:

- Conceptual development of alternatives including plan view on aerial base and profile for critical segments
- Graphic representation of retained alternatives for the entire length of the alignment
- Station location identification for each retained alternative
- Conceptual layouts for critical station locations, "pinch points" in the corridor where right-of-way is limited, and ancillary facilities, including a park-and-ride needs assessment in terms of parking supply and land area
- Project Report 8: Detailed Definition of Alternatives Report Draft – this report will include the following major elements:
  - Technical documentation (or as appendices to the report)
    - OMF candidate sites for rail transit alternatives
    - Preliminary structural assessment for rail alternatives
    - Freight rail assessment
    - Station locations
    - Preliminary utility assessment
    - Basis of design
    - High-level design criteria

## Task 9: Final Pre-Project Development Study

The AECOM Team's approach is to create the Pre-Development Analysis Report that is straightforward and describes the process and decision making outcomes clearly. The report will include the following sections, each with supporting graphics, maps and tables for ease of reference and comprehension of key project drivers.

- Overview of the project
- Description of the alternatives studied, including concept drawings, operating service characteristics, and Cost Effective Index calculations
- Summary of overall evaluation
- Summary documentation of public outreach and participation process
- Results of Local Decision Making



# Exhibit A-1

Riverview Corridor Pre-Project Development Study

Rev 2.0 – 20161121

Original: 17 June 2014; Revised: 20 November 2015

## • Next Steps (Implementation Plan – see description below)

The previously prepared Technical Memoranda and Methodology Reports will be referenced and serve as stand-alone documents. The Draft Pre-Development Analysis Report will be available for advisory committee comment and consensus prior to formal final delivery.

### *Deliverables:*

- Project Report: Pre-Project Development Study

## **Task 9.1: Implementation Plan**

Drawing on the AECOM Team's extensive local experience with recent project implementation (METRO Green Line and Green Line Extension LRT, Nicollet-Central Alternative Analysis, and the Union Depot), the AECOM Team will prepare a detailed implementation plan in accordance with FTA project development requirements. The plan will be designed to guide the activities required for formal application to the FTA CIG (New Starts/Small Starts) program.

The plan will lay out a schedule for preliminary engineering, final design and construction. The Implementation Plan will explicitly detail implementing and operating roles for RCRRA, Metropolitan Council/Metro Transit, MnDOT, local agencies (city, county, regional parks), and possibly freight railroads for each stage of project development.

The project schedule will detail a realistic set of activities and durations identifying the responsible agency to lead the project's environmental clearance, LPA selection, adoption into Long Range Transportation Policy Plan, preparing the local funding plan, preparing the FTA CIG (New Starts/Small Starts) application, and preparing the procurement for design/construction and eventually operations and maintenance.

The Implementation Plan will also identify Adjacent Project Coordination requirements, such as the realignment of TH 5 and Shepard Road, the Mall of America expansion, Ford Plant redevelopment, Arterial Transitway Corridors Study (B Line), Saint Paul Streetcar Feasibility Study, Regional Park-and-Ride Plan, major utility work and continuing redevelopment throughout the corridor.

A listing of anticipated agreements will be included to assist in furthering the next steps. Items such as near and long term Memorandums of Understanding (defining scope and commitment between parties), Cooperative Agreements (defining funding and staffing responsibilities between agencies, and future Operations and Maintenance Agreements. This proactive listing of actions will help address project readiness questions from FTA as part of the CIG (New Starts/Small Starts) application.

A draft plan will be submitted to the Riverview Corridor TAC and PAC for review, after which revisions will be incorporated into the final plan.

### *Deliverables:*

- Draft Implementation Schedule
- Final Implementation Schedule for incorporation into the Final Report

## **Task 9.2: Locally Preferred Alternative Report**

The Locally Preferred Alternative Report will link the technical results, stakeholder input, and milestone decisions reached in an Executive Summary-styled report. The report will provide the high-level summary of the Purpose and Need, Goals and Objectives, Development of Alternatives, Detailed Evaluation results, and Public Outreach summary supported by easy to understand graphics, tables and maps.

The LPA Report will emphasize the factors leading to the recommended decision. A Report will summarize the decision making process, linking public and agency comments to the initial and detailed alternatives, and providing the rationale for moving forward or rejecting alternatives.

## Exhibit A-1

Riverview Corridor Pre-Project Development Study

Rev 2.0 – 20161121

Original: 17 June 2014; Revised 20 November 2015

1 The large number of communities and agencies affected by the Riverview Corridor will result in the need for a well-coordinated  
2 series of approvals for the LPA Report. The AECOM Team recognizes that key to this process will be the early, extensive, and  
3 coordinated outreach already performed. Gaining agency trust and understanding throughout the life the project study is the most  
4 important aspect of a successful LPA process.

5 By answering questions early, explaining how they may impact their communities, and providing the agencies with the information  
6 they need to make informed decisions prior to the formal LPA process, the RCRRA stands a much better chance of success with  
7 the LPA moving forward eventually leading to the Metropolitan Council adopting the LPA into the region's Transportation Policy  
8 Plan, and commencing the National Environmental Policy Act (NEPA) and Minnesota Environmental Policy Act (MEPA) process.

9 *Deliverables:*

- 10 • Project Report: The Riverview Corridor Locally Preferred Alternative
- 11 • Draft and Final with hard copies (20 copies) and electronic copies
- 12 • Shepherding the Locally Preferred Alternative through the local approval process

## EXHIBIT A-2

## Level of Effort for Additional Work and Schedule Extension - AECOM Team

| Interview Corridor Pre-Project Development Study                       |            | For RCRRA Review/Board Approval; Draft 21 Nov 2016                                                                                                                  |
|------------------------------------------------------------------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Additional Tasks                                                       | Amount     | Description                                                                                                                                                         |
| Project Management                                                     | \$ 21,227  | Additional work completed as of 7 Oct 2016                                                                                                                          |
|                                                                        |            | Coordination due to change in PMT membership                                                                                                                        |
|                                                                        |            | Intensive coordination with other PMT agencies                                                                                                                      |
|                                                                        | \$ 34,450  | Project management and administration from 1 Jan 2017 to 30 Sep 2017                                                                                                |
|                                                                        |            | Additional coordination between RCRRA and AECOM                                                                                                                     |
|                                                                        |            | Additional PMT meetings                                                                                                                                             |
| Stakeholder and Public Involvement                                     | \$ 21,200  | Additional work completed as of 7 Oct 2016                                                                                                                          |
|                                                                        |            | Support RCRRA in Dec 2015 community update meeting                                                                                                                  |
|                                                                        |            | Prepared one-pagers for PAC (4)                                                                                                                                     |
|                                                                        |            | Intensive Tiger Team mtgs with MT Service Development and Rail Operations (6)                                                                                       |
|                                                                        | \$ 71,940  | Additional work, 1 Jan 2017 - 30 Sep 2017                                                                                                                           |
|                                                                        |            | Technical working group meetings (3)                                                                                                                                |
|                                                                        |            | Preparation for and conduct of TAC and PAC meetings (6 each)                                                                                                        |
|                                                                        |            | Coordinate and maintain website                                                                                                                                     |
|                                                                        |            | Coordinate with Strategic Communications Consultant                                                                                                                 |
|                                                                        |            | Respond to and track public comments                                                                                                                                |
|                                                                        |            | Update/maintain website                                                                                                                                             |
| Direct Costs                                                           | \$ 6,300   | Media ads, printing, postage, mileage/travel                                                                                                                        |
| Other Technical Tasks                                                  | \$ 145,174 | Additional alternatives for Initial Screening                                                                                                                       |
|                                                                        |            | Universe of alternatives included significantly more alignments (e.g. 5 trunks; nearly all downtown streets; potential new River crossings)                         |
|                                                                        |            | More detailed definition and application of Initial Screening criteria                                                                                              |
|                                                                        | \$ 261,351 | Additional alternatives for Detailed Definition and Evaluation                                                                                                      |
|                                                                        |            | Large number of remaining route options after Initial Screening entailed additional step to screen                                                                  |
|                                                                        |            | Original scope and budget are for up to three alternatives; revised to account for up to eight (8) for service planning, ridership forecasting, and cost estimating |
| Subtotal                                                               | \$ 561,643 |                                                                                                                                                                     |
| Proposed New Contingency                                               | \$ 30,500  |                                                                                                                                                                     |
| Additional Tasks + Proposed New Contingency                            | \$ 592,100 |                                                                                                                                                                     |
| <b>Funding Sources</b>                                                 |            |                                                                                                                                                                     |
| <u>Consultant Adjustments</u>                                          |            |                                                                                                                                                                     |
| Reallocate existing subconsultant budgets                              | \$ 26,413  |                                                                                                                                                                     |
| Delete Task 17 from existing contract                                  | \$ 5,095   | BTC Coordination                                                                                                                                                    |
| Total Consultant Adjustments                                           | \$ 31,500  |                                                                                                                                                                     |
| Contingency                                                            | \$ 50,100  | Remaining contingency as of 4 Jan 2016                                                                                                                              |
|                                                                        | \$ 15,000  | Drawdown - Jan/Feb 2016 (MDC Coordination)                                                                                                                          |
|                                                                        | \$ 5,000   | Drawdown - Sep 2016 (CTG)                                                                                                                                           |
|                                                                        | \$ 30,100  | Remaining as of 21 Nov 2016                                                                                                                                         |
| <u>RCRRA Funding Requested</u>                                         |            |                                                                                                                                                                     |
| Additional amount requested for additional work and schedule extension | \$ 525,500 |                                                                                                                                                                     |
| RCRRA Funding Requested                                                | \$ 525,500 |                                                                                                                                                                     |

**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-73

Committee: Regional Railroad Authority

Meeting Date: 12/20/2016

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**SUBJECT: Amendment with The Regents of the University of Minnesota dba University of Minnesota for Consulting Services**

**REQUESTED ACTION**

1. Approve the Amendment to the original contract with The Regents of the University of Minnesota dba University of Minnesota, 200 Oak Street SE, Suite 450, Minneapolis, MN to provide consulting services for public engagement and design activities for the Riverview and Rush Line corridors, for the period of January 1, 2017 to September 30, 2017, in an amount not to exceed \$25,300.
2. Authorize the Chair to execute the Amendment.
3. Authorize the County Manager to transfer up to \$25,300 from the 2017 Ramsey County Regional Railroad Authority operating budget, to the 2017 Ramsey County Regional Railroad Authority project budget for consulting services for public engagement and design activities for the Riverview and Rush Line corridors
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 Metropolitan Council and the Counties Transit Improvement Board (CTIB) have identified the Riverview and Rush Line corridors 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. The Rush Line Corridor is 80 miles long, however the portion currently under analysis is 30 miles long extending from Union Depot in downtown St. Paul north to Forest Lake.

In 2014, the RCRRA undertook the completion of a Pre-Project Development (PPD) Study for each corridor. The PPD Study for each corridor includes significant public involvement as part of the detailed analysis of ridership, cost, benefits and impacts. As each PPD Study has advanced it became clear that more public engagement was needed resulting in a three pronged approach that utilized traditional engagement techniques, strategic communications and hands on engagement. In 2016, the RCRRA contracted with the Metropolitan Design Center at The University of Minnesota to complete the following tasks for both corridors:

- Precedence research
- Digital modeling
- Physical modeling

The Precedence research was completed in 2016. The contract with The Metropolitan Design Center at The University of Minnesota is scheduled to expire December 31, 2016 while work still remains to be completed on the digital and physical models in 2017. To complete the physical and digital models additional activities are necessary including workshops with project staff to assure the accuracy of the models and any refinements that are necessary to the models upon selection of each corridor's Locally Preferred Alternative. Additionally, due to increases in the number of public



Amendment with The Regents of the University of Minnesota dba University of Minnesota for Consulting

engagement opportunities that will feature the digital and physical models, more Metropolitan Design Center staff time is needed to facilitate use of the models.

Recognizing the ongoing role of the Metropolitan Design Center in public engagement activities as well as the additional work necessary to refine the models upon selection of each corridor's Locally Preferred Alternative, RCRRA staff requested that Metropolitan Design Center provide a list of the additional activities needed as well as a revised schedule to mirror the completion of the Pre-Project Development studies for the Riverview and Rush Line corridors. This results in an Amendment to the contract with the Metropolitan Design Center for the period of January 1, 2017 to September 30, 2017 and to increase the budget by \$25,300.

**FISCAL IMPACT**

Funding is available in the Ramsey County Regional Railroad Authority 2017 operating budget to transfer to the project budget.

**COUNTY MANAGER COMMENTS**

Ramsey County Regional Railroad Authority approval is required to increase project budgets.

**PREVIOUS ACTION**

On December 15, 2015, Ramsey County Regional Railroad Authority approved the contract with the Metropolitan Design Center at The University of Minnesota to provide consulting services for public engagement and design activities for the Riverview and Rush Line corridors, for the period of January 1, 2016 to December 31, 2016, in an amount not to exceed \$286,000 (Resolution R2015-31).

**ATTACHMENTS**

1. Draft Resolution
2. Amendment

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 Pre-Project Development studies for both the Rush Line and Riverview corridors; and

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

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

WHEREAS, Public engagement is critical to the selection of a Locally Preferred Alternative; and

WHEREAS, In 2016, the Ramsey County Regional Railroad Authority contracted with the Metropolitan Design Center at The University of Minnesota to complete the following tasks for both corridors: Precedence research, digital modeling, and physical modeling; and

WHEREAS, Additional activities and additional contract time related to the scope of the Metropolitan Design Center contract are necessary to complete the physical and digital models to provide the public with the most accurate information possible including refinements following the selection of each corridors' Locally Preferred Alternative; and

WHEREAS, The additional activities will coincide with the completion of the Rush Line and Riverview Pre-Project Development studies in 2017 at an increased cost of \$25,300; Now Therefore Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves the Amendment to the original contract with The Regents of the University of Minnesota dba University of Minnesota, 200 Oak Street SE, Suite 450, Minneapolis, MN to provide consulting services for public engagement and design activities for the Riverview and Rush Line corridors for the period of January 1, 2017 to September 30, 2017, in an amount not to exceed \$25,300; 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 \$25,300 from the 2017 Ramsey County Regional Railroad Authority operating budget, to the 2017 Ramsey County Regional Railroad Authority project budget for consulting services for public engagement activities for the Riverview and Rush Line corridors; and Be It Further

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

**Amendment to RRA000061**

**The parties agree to amend the Agreement as follows:**

**1.1 The Contractor shall provide the following services in addition to those stated in Exhibit A of the Agreement.**

- a. Increased Meeting Support
  - Slide Presentations and Other Meeting Materials (as requested)
  - Demonstration of Physical and Digital Models
  - Additional attendance at Public Meetings and for the purpose of engaging the audience will have more Contractor staff in attendance than as previously provided in Exhibit A
- b. Project Management / Production Coordination
  - 4 additional workshops with AECOM/RCRRA Team to clarify mode/alignment options, create digital and paper (plan view) models for additional study options, and provide final refinements as directed
  - Increased participation with AECOM/RCRRA Team to specifically address support needs for each meeting (TAC, PAC, Neighborhood Meetings, Community Open Houses, focus issue workshops, etc.), and provide a complete set of project deliverables (including exploration of additional options, refined alternatives and final alignments).

**1.2 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 \$25,300 as shown in Exhibit B to increase the total maximum not-to-exceed amount of the Agreement from \$286,000 to the total amount of \$311,300 and the term of the Agreement will be extended through September 30, 2017.**

**2. Except as modified herein, the terms of the Agreement shall remain in full force and effect.**

## **Exhibit B**

### **Additional Project Budget**

To complete the Contract Scope of Services identified in 1.1b of the Amendment, the total budget increases by the following consistent with the rates established in Exhibit A:

|                           |                                   |              |                 |
|---------------------------|-----------------------------------|--------------|-----------------|
| Bruce Jacobson            | Meeting facilitation/Management   | 6 hr/wk      | \$8,000         |
| MDC Staff                 | Digital/physical model production | 12 hr/wk     | \$10,000        |
| U of M Students           | Digital/Physical model production | 10 hr/wk     | \$5,000         |
| University Administration |                                   |              | \$2,300         |
|                           |                                   | <b>Total</b> | <b>\$25,300</b> |



**REQUEST FOR ACTION  
REGIONAL RAILROAD AUTHORITY**

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Requesting Department: Regional Railroad Authority

R2016-68

Committee: Regional Railroad Authority

Meeting Date: 12/20/2016

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**SUBJECT: Presentation on the Rush Line Corridor Update**

**REQUESTED ACTION**

None. For information and discussion only.

**EXECUTIVE SUMMARY**

Tim Mayasich, Director, and Andy Gitzlaff Senior Transportation Planner for the Ramsey County Regional Railroad Authority, will present to the Ramsey County Regional Railroad Authority Board, an update on the Rush Line Corridor Pre-Project Development Study.

**ATTACHMENTS**

1. Rush Line Corridor Presentation



**Pre-Project Development (PPD) Study Update  
Ramsey County Regional Railroad Authority Board**

December 20, 2016

# Study Area

- 30-mile study area between Union Depot in St Paul and Forest Lake
- Connects major destinations, neighborhood activity centers and job concentrations
- Serves diverse and growing population





# Study Milestones

1

Complete

## CORRIDOR VISION

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

2

*In progress*

## ALTERNATIVES EVALUATION

- Tier 1 Screening
- Detailed Definition of Alternatives
- Tier 2 Screening
- Tier 2 Refinement

We Are  
Here

3

Upcoming

## LOCALLY PREFERRED ALTERNATIVE (LPA)

- Implementation Plan

*Community Engagement*





# Evaluation Criteria by Project Goal

## *Increase Transit Use*



Ridership  
New Transit Riders  
Transit-Dependent Riders  
Travel Time

## *Implementable Project*



Construction Costs  
Operations and Maintenance Costs  
Cost Effectiveness

## *Improves Quality of Life*



Wetland/ Water Resources  
Noise/Vibration  
Parkland  
Cultural/ Historic Properties  
Traffic Safety  
Below Poverty Households  
Transit-Dependent Households

## *Improves Sustainable Travel Options*



Population at Stations  
Bike/Ped Access  
Bike/Ped Level of Travel Stress

## *Enhances Regional Connectivity*



Access Changes  
Traffic Operations  
Transit Connectivity  
Parking

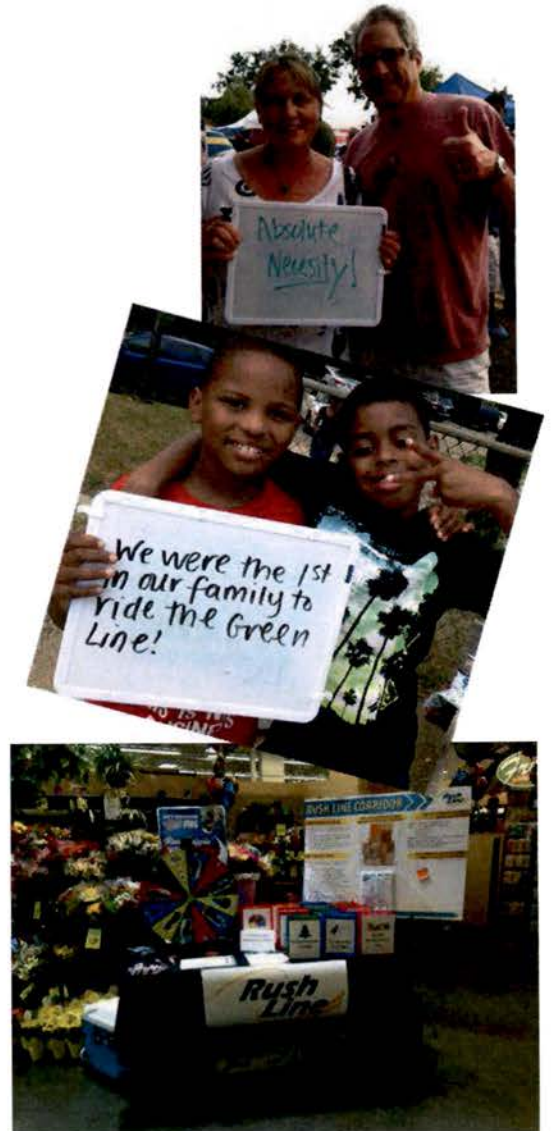
## *Supports Local Vision*



Corridors with Constrained Right-of-Way  
Employment At Stations  
Development Potential for Transit Oriented Development  
Development Potential Survey

# Community Engagement

- Over 150 events and contact with over 4,000 people (May 2014 – November, 2016)
- What we learned
  - All-day transit service needed
  - Wide range of preferences for transit vehicles and routes
  - Preserve natural spaces
  - Connect people to businesses, services, jobs and education
  - Concern about property and business impacts
  - Pursue highest transit investment possible to make areas more desirable
  - Transit options should be cost-effective





# Remaining Alternatives for Tier II Assessment

**Alternative 1**  
County/Rail ROW



**Alternative 2**  
County/Rail ROW



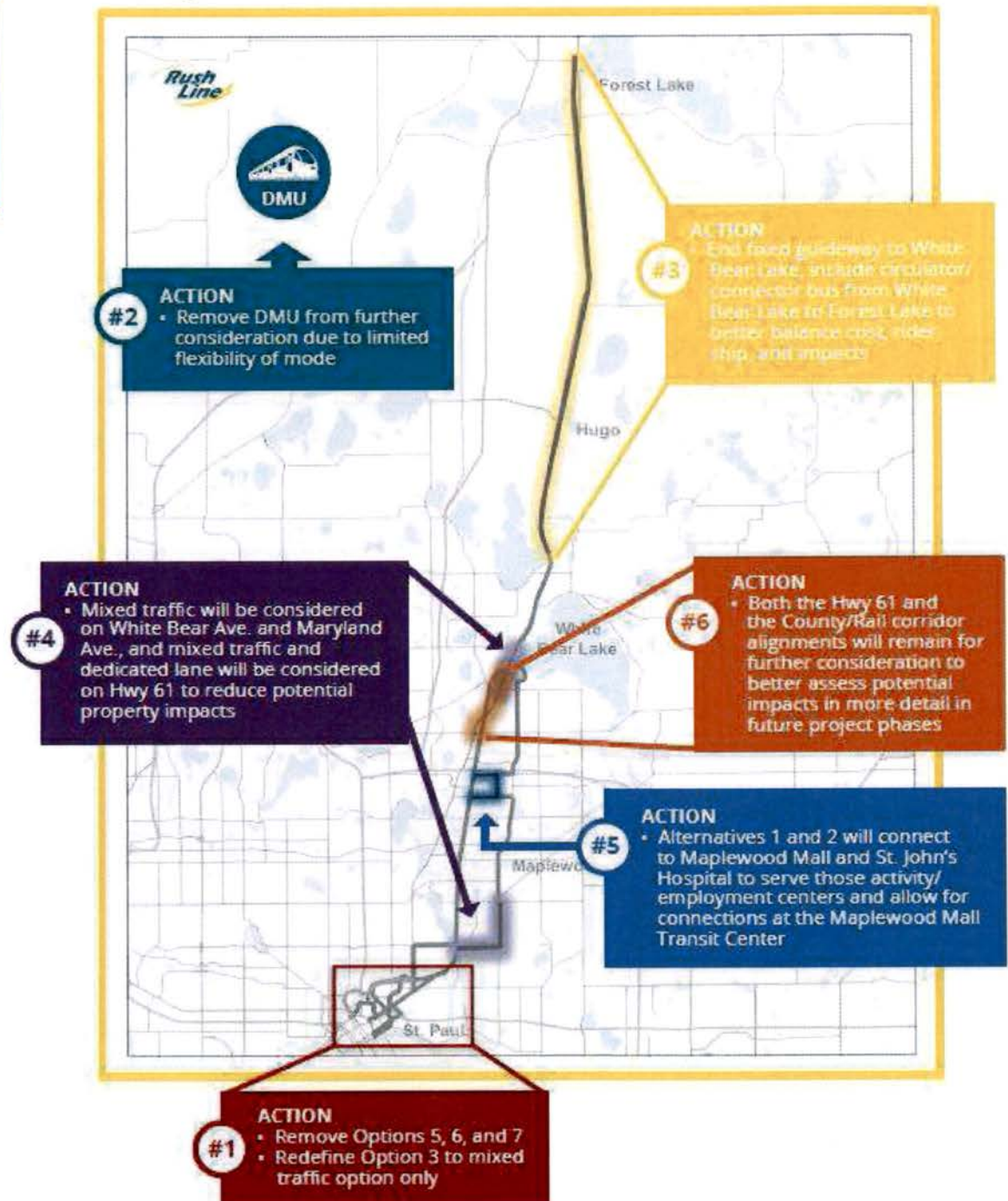
**Alternative 3**  
White Bear Avenue & County/Rail ROW



**Alternative 4**  
White Bear Avenue



# Initial Assessment of Alternatives





# Refined Alternatives for Overall Assessment

## Modified Alternative 1 & Alternative 2

County/Rail ROW



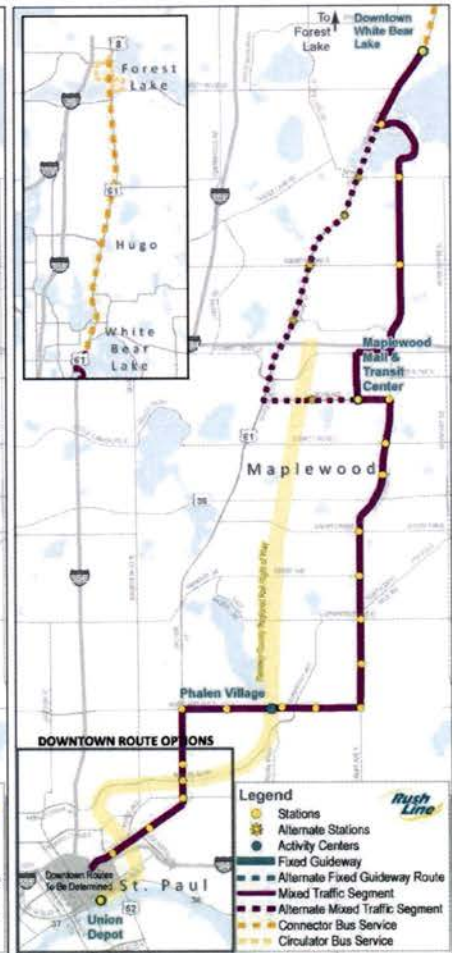
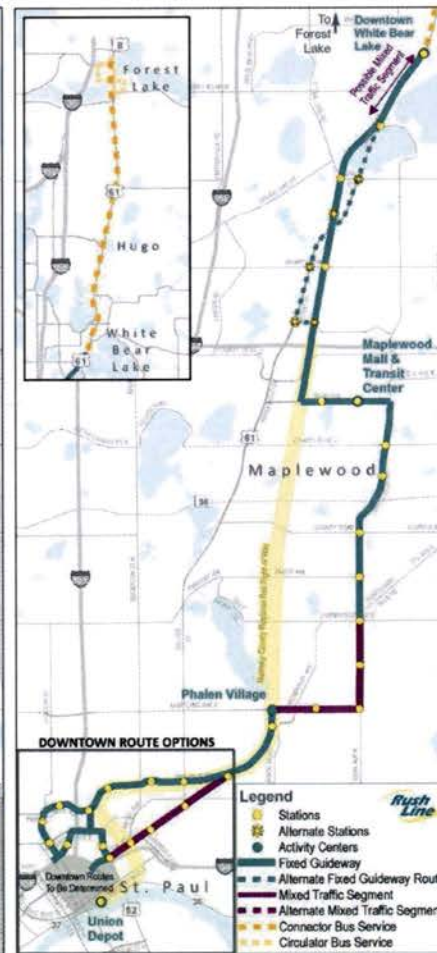
## Alternative 3

White Bear Avenue & County/Rail ROW



## Alternative 4

White Bear Avenue





# Review of Goals by Remaining Transit Vehicles

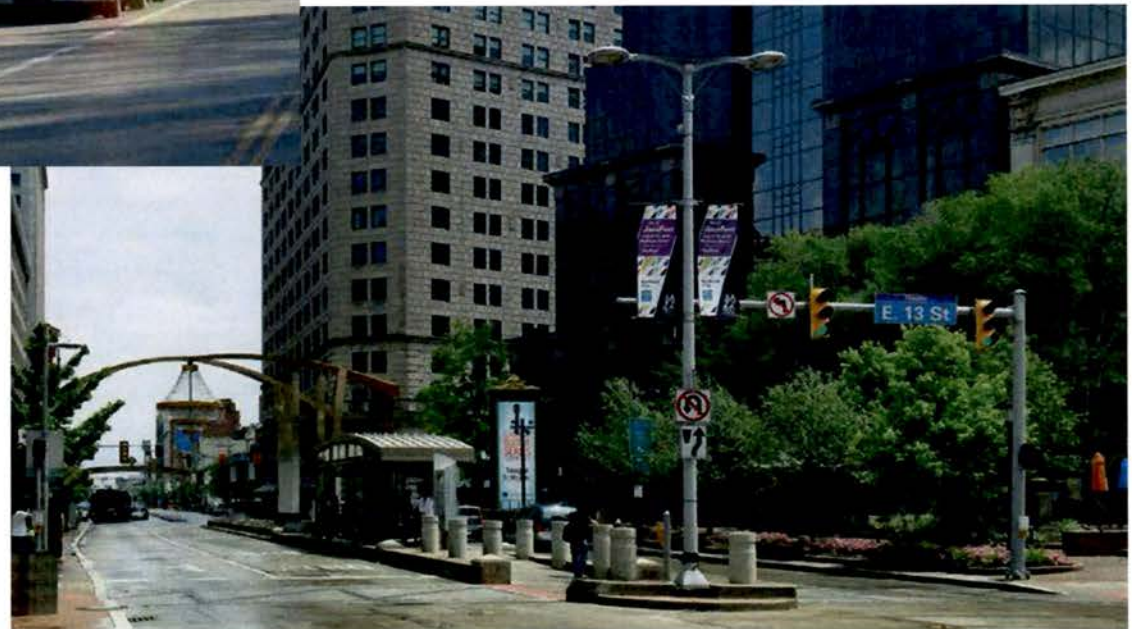
|                                                                                                                  | LRT                                                                                                                                                                                                                                                                                 | Dedicated BRT                                                                                                                                                                                                                                                                                  | Arterial BRT                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <b>Ridership</b>               | <b>BEST</b><br>Light rail has the highest ridership, especially options that connect with the existing Green Line with <b>6,400 to 9,500 riders per day</b> ; around <b>60% of the riders are new riders</b> which increases the total corridor ridership                           | <b>GOOD</b><br>Dedicated BRT ranges from <b>4,800 to 5,400 riders per day</b> , which closely aligns with other dedicated BRT systems in the nation; up to <b>70% of the riders are new riders</b> which increases the total corridor ridership                                                | <b>FAIR</b><br>Arterial BRT has similar range as Dedicated BRT with <b>5,700 to 6,000 riders per day</b> ; however only <b>30% of those riders are new transit riders</b> and it has the <b>lowest total corridor ridership</b>           |
|  <b>Cost Effectiveness</b>    | <b>POOR</b><br>Light rail has the highest costs of all three modes, with construction costs ranging between <b>\$1.2B to \$1.7B</b> and yearly operating costs between \$22M to \$29M. The cost-effectiveness, even with route refinement, <b>would not qualify for FTA funding</b> | <b>GOOD</b><br>Dedicated BRT is in the middle range for cost between the three modes, with construction costs ranging from <b>\$600M to \$900M</b> and yearly operating costs of \$9M to \$12M. The cost-effectiveness, with route refinement, <b>has potential to qualify for FTA funding</b> | <b>BEST</b><br>Arterial BRT has the lowest cost for implementation of <b>\$75M</b> , and yearly operating costs of \$10M. The cost-effectiveness, with route refinement, <b>can qualify for FTA funding</b> (using Small Starts criteria) |
|  <b>Development Potential</b> | <b>BEST</b><br>Light rail has the <b>highest development potential</b> out of all three transit modes                                                                                                                                                                               | <b>GOOD</b><br>Dedicated BRT also provides for a good level of development potential                                                                                                                                                                                                           | <b>POOR</b><br>Arterial BRT has <b>the lowest potential to increase development</b> due to the lack fixed guideway investment                                                                                                             |

# Dedicated BRT Examples



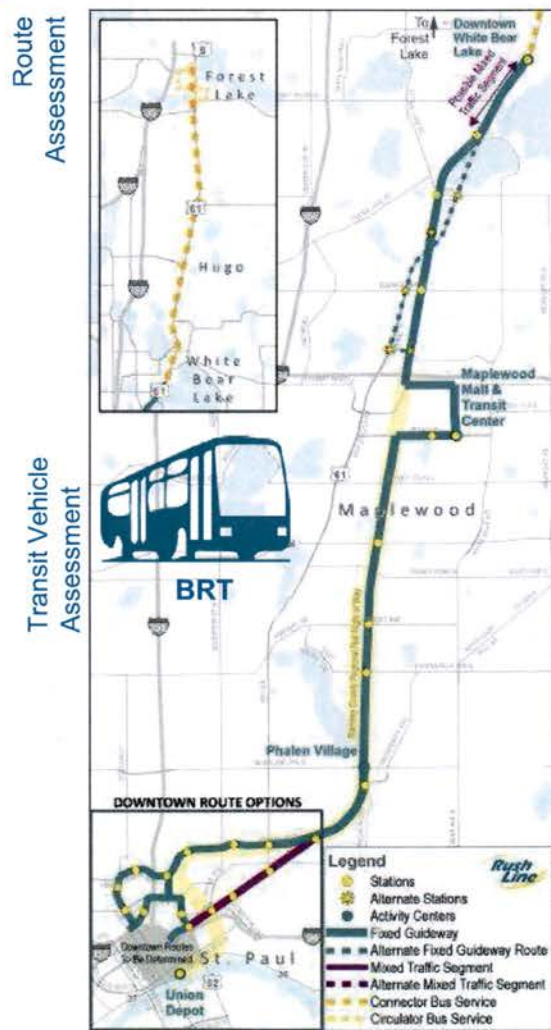
Los Angeles Orange Line BRT

Cleveland Health Line BRT





# Alt 1 – Dedicated BRT on County/Rail ROW to White Bear Lake / Connector Bus to Forest Lake



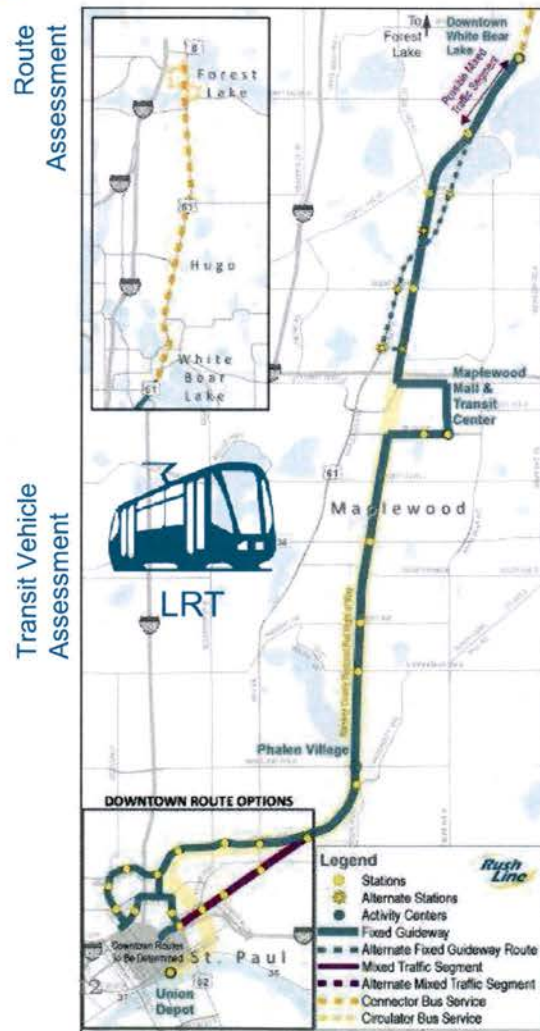
## ***Preliminary Recommendation:*** ***ADVANCE FOR FURTHER CONSIDERATION***

- Ranks the best for meeting the project goals based on the transit vehicle and route assessment
  - Longest route with fixed guideway, maximizing development potential
  - Least amount of right-of-way needed of all the fixed guideway options
  - Shortest travel time between St Paul and White Bear Lake
- Cost per rider, with further refinement, could qualify for FTA funding





## Alternative 2 – LRT on County/Rail ROW to White Bear Lake / Connector Bus to Forest Lake

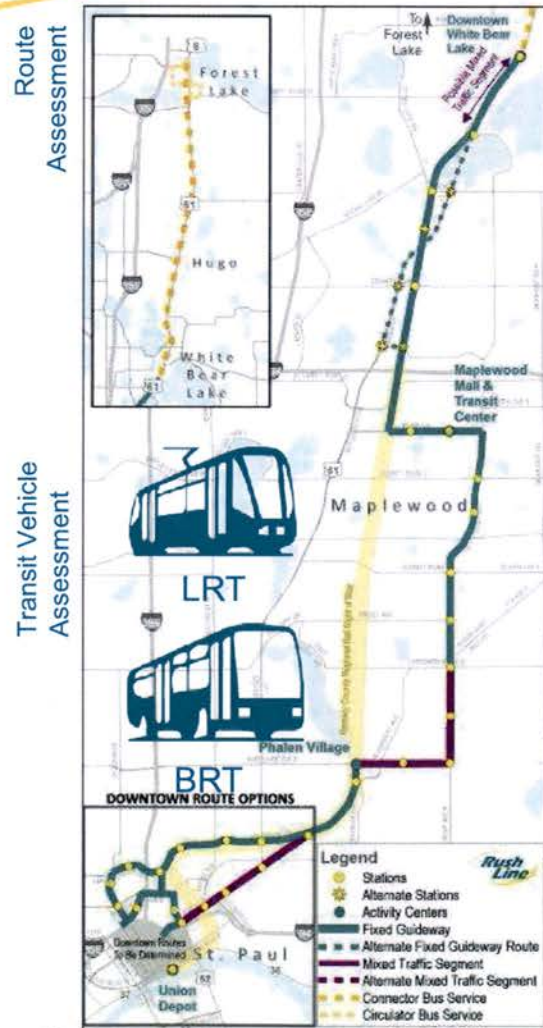


### **Preliminary Recommendation:** **DO NOT ADVANCE**

- Similar route benefits as Alternative 1
- Does not meet the project goals as well as other alternatives based on route and transit vehicle assessment
- Cost per rider would not qualify for federal funding



## Alternative 3 – Dedicated BRT (A) or LRT (B) on White Bear Avenue to White Bear Lake / Connector Bus to Forest Lake



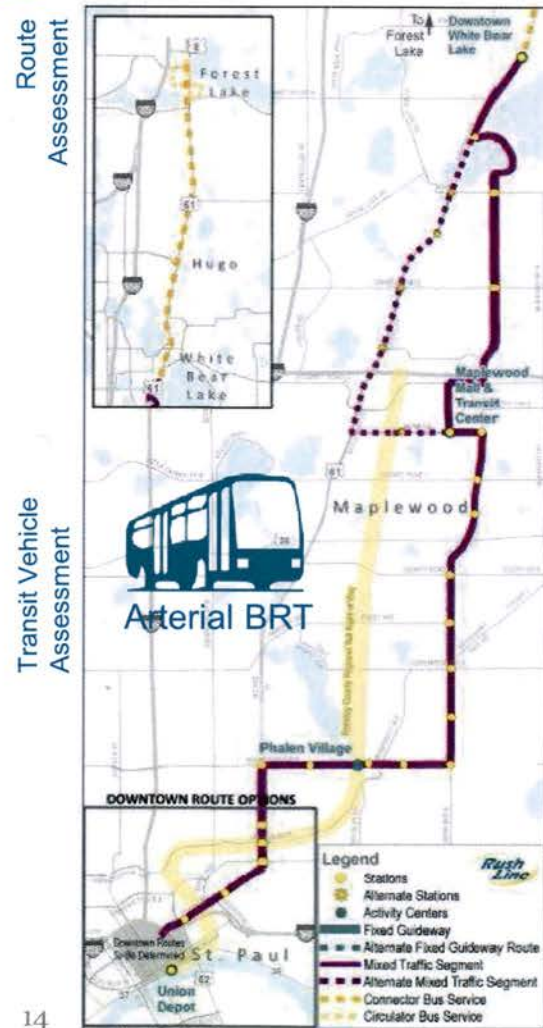
### **Preliminary Recommendation:** **DO NOT ADVANCE**

- Does not meet the project goals as well as other alternatives based on the route and transit vehicle assessment
  - Greatest property impacts (businesses and residents on White Bear Avenue)
  - The route has the longest travel time - over 10 minutes longer than the County/Rail ROW
- Cost per rider would not qualify for federal funding





# Alternative 4 – Arterial BRT on White Bear Avenue to White Bear Lake / Connector Bus to Forest Lake



## **Preliminary Recommendation:** **DO NOT ADVANCE**

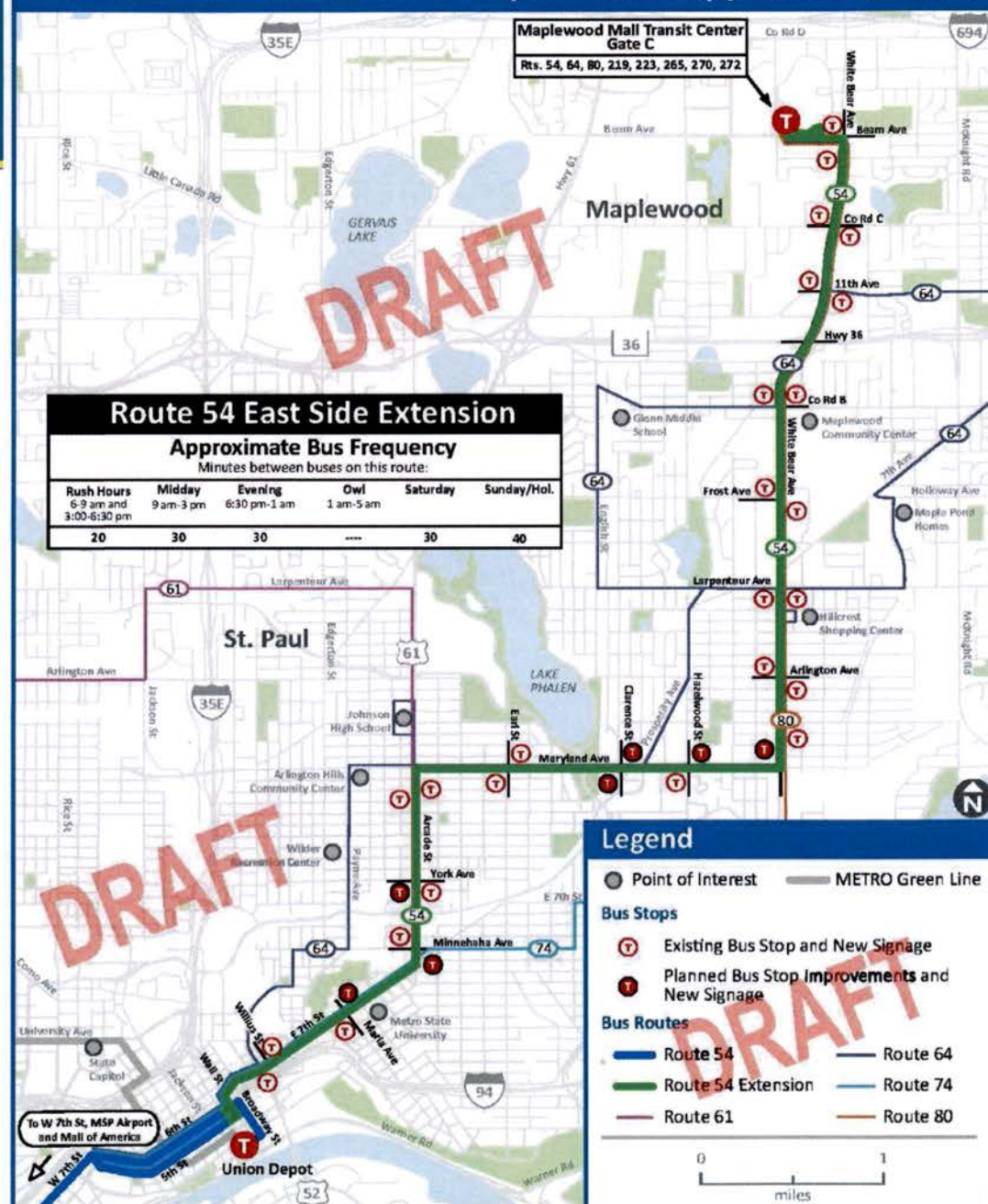
- Although it would likely qualify for federal funding it does not meet the project goals based on route and transit vehicle assessment
  - Lowest number of new riders and total corridor ridership
  - Lowest potential to generate economic development due to lack of a fixed guideway investment
- Planned Route 54 extension to provide similar service
- Recommend not advancing as part of Rush Line project; potential to be pursued by others as a separate project after monitoring performance of Route 54



# Route 54 East Side Extension in mid-2017

Same stations,  
similar travel time,  
and frequency than  
Alternative 4 –  
Arterial BRT

## Route 54 East Side Extension (Limited Stop): est. mid-2017





# Recent PAC Action

- Approved the Preliminary Recommendation
  - Advance Alternative 1 forward for refinement and potential consideration as the LPA
  - Do not advance Alternatives 2, 3 and 4 for further consideration
- Release the overall Tier 2 results for all options and the preliminary recommendation for public comment



# Ongoing Tier 2 Engagement

## Neighborhood Focused Open Houses

**Tuesday, November 29, 2016 | 4:00 – 6:00 p.m.**

Lake Phalen Community Church, 1717 English St, St. Paul

**Focus:** Residents/businesses on County/Rail right of way/Bruce Vento Trail

**Wednesday, November 30, 2016 | 4:00 – 6:00 p.m.**

White Dragon Hall, 1600 White Bear Ave. N, St. Paul

**Focus:** Residents/businesses on Maryland Ave and White Bear Ave

## Communitywide Open Houses

**Tuesday, December 6, 2016 | 6:00 – 8:00 p.m.**

Hayden Heights Recreation Center, 1965 Hoyt Ave. E, St. Paul

**Wednesday, December 14, 2016 | 5:00 – 7:00 p.m.**

White Bear Lake Schools-District Center, 4855 Bloom Ave, White Bear Lake

**Thursday, December 15, 2016 | 5:00 – 7:00 p.m.**

Maplewood Mall, 3001 White Bear Ave. N, Maplewood





# Ongoing Tier 2 Engagement

- Pop-Up Events
  - Primarily held in underrepresented areas
- Presentations
  - City councils, business and neighborhood organizations
- Static Displays
  - Setup throughout corridor



# Next Steps

- January through February, 2017
  - Review public comments
  - Tier 2 refinements
  - Begin Locally Preferred Alternative (LPA) decision making process

## Locally Preferred Alternative Decision-Making Process





# Questions



## STAY INVOLVED IN THE RUSH LINE STUDY

✎ Make yourself heard on preferred routes, transit vehicles and station locations.

### FOR MORE INFORMATION

 [www.rushline.org](http://www.rushline.org)

 [info@rushline.org](mailto:info@rushline.org)

 651-266-2760

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

 [@rushlinetransit](https://twitter.com/rushlinetransit)

The Rush Line Corridor Pre-Project Development Study is a joint local and regional planning effort conducted by the Rush Line Corridor Task Force and led by the Ramsey County Regional Railroad Authority.